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THE LAW TIMES:

THE

JOURNAL AND RECORD

OF

THE LAW AND THE LAWYERS.

FROM NOVEMBER 1874 TO APRIL 1875.

VOLUME LVIII.

LONDON:

PUBLISHED AT THE OFFICE OF THE LAW TIMES,
WELLINGTON STREET, STRAND, W.C.

1875.



LONDON:

PRINTED AND PUBLISHED BY HORACE COX, AT THE "LAW TIMES" OFFICE, WELLINGTON-STREET, STRAND.

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THE JOURNAL OF THE LAW AND THE LAWYERS.

FROM NOVEMBER 1874 TO APRIL 1875.

VOLUME LVIII.

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think, to be regretted that this step was not taken long ago, contemporaneously with the first introduction of the quick third-class trains. Nobody would then have objected to the additional 5 per cent., whereas its sudden imposition at the present time may weigh heavily on light purses, and cost the railways much unpopularity. However, the step will tend to quicken the revision of the passenger duty generally.

ALL questions that touch upon the great topic of the rights of women, married or single, are of very general interest at the present day, nor have such questions been unfrequent in our courts of law. One of this class will be found reported in the LAW TIMES Reports of 31st Oct., in the case of *Summers v. The City Bank*, which was decided in the Court of Common Pleas. This case turned upon the Married Women's Property Act 1870 (33 & 34 Vict. c. 93), s. 11, the point to be decided being the right of a married woman trader to maintain an action against her bankers for breach of contract. The plaintiff, who carried on business separately from her husband, sued her bankers for damages for neglecting to present a bill of exchange, for not giving notice of dishonour, and for dishonouring her cheque, though they had the requisite funds. Judgment was given for the plaintiff, but we should not lose sight of the remark made by the LORD CHIEF JUSTICE: "It does not necessarily follow, because a married woman may sue her banker for dishonouring her cheque, that the general proposition is true, without qualification, that she can maintain an action for damages for breach of contract." His Lordship then proceeds to point out the peculiarity of the relationship subsisting between banker and customer, referring to the case of *Foley v. Hill* (2 H. of L. Cas. 28). The construction put upon the section was that its provisions were two-fold, first, it enables a married woman to "maintain an action" for the recovery of wages, &c.; secondly, it gives to her "the same remedies, both civil and criminal, against all persons whatsoever, for the protection and security of such wages, &c., as if such wages, &c., belonged to her as an unmarried woman." It was not disputed by the defendants' counsel that a *feme sole* had a right of action.

WHAT construction should be put on the words "die without leaving issue?" Such is the question which, after much litigation, has at length been decided by the House of Lords, in the case *Ingram v. Soutten* (31 L. T. Rep. N. S. 216). The case arose out of a decision reported under the name of *Re Heathcote's Trusts* (L. Rep. 9 Ch. 45; 29 L. T. Rep. N. S. 445), the facts of which, as far as it is necessary to state them, were as follows: A testator by his will dated 1811, bequeathed his residuary personal estate to trustees, upon trust, to pay the income to his wife for life, and after her decease upon trust to pay the income of one half to his daughter Mary and of the other half to his daughter Maria for life; with a gift over in the event of their death without issue, to his two sons; with a gift over in the event of both his sons dying without issue to Mary H., but in case Mary H. shall die without leaving any issue living at the time of her decease, then over. The widow died in 1823; the two sons died without issue in the lifetime of the daughter, who likewise died without issue in 1866. Mary H. survived the daughter, and died without issue in 1872. The point in dispute was who were entitled to the fund, the representatives of Mary H., or the persons claiming under the ultimate gift over? In other words, did the expression "die without leaving issue" mean death at any time without issue or merely death without issue during the lifetime of the daughter. If we look at the question entirely apart from precedents, common sense seems to point to the former interpretation; and such was the opinion of Vice-Chancellor MALINS. Counsel on behalf of Mrs. SOUTTEN's representatives argued that the gift over could not take effect unless "death without issue" took place in the lifetime of the surviving tenant for life; that courts of equity will not willingly allow an absolute gift to be defeated by the limitation over; and that *Edwards v. Edwards* (15 Beav. 357) is a clear authority for these views. His Honour, however, was not prepared to accept the rules laid down in that case, but proceeded to act according to what he conceived to be plain view of the intentions of the testator. "This being a

The Law and the Lawyers.

THE public will shortly experience the practical effect of the decision of the Court of Exchequer in *Attorney-General v. North London Railway Company* (to which we have so often alluded). The London and North-Western and Great Western Railway Companies, between them owning nearly three thousand miles of railway, have issued a notice that after the 1st inst. 5 per cent. (being the amount of Government duty as per 5 & 6 Vict. c. 79) will be added to all the third class fares, except in respect of genuine Parliamentary trains stopping at every station. It is, we

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series of limitations—to the testator's widow for life, remainder to the daughters for life, remainder to their issue, remainder to the sons absolutely, with all executory bequests over to the survivor, if either of them died without issue, with a further executory bequest over to MARY HEATHCOTE, with a further executory bequest over to Mrs. R. if Mrs. S. died without leaving issue. The consequence is that the petitioners who are Mrs. R.'s representatives are entitled to the fund." This decision was reversed by the Lords Justices. Lord Justice JAMES thought that *Edwards v. Edwards* should be followed; that its rules so long acted upon are "simple, intelligible, and very beneficial in the administration of testator's estates." The rule applicable to the present case was thus formulated by his Lordship: "Where there is a gift to a person not immediately, but a gift which is to vest in possession at a future time, and a gift over if the legatee should die without leaving children living at his decease; in such a case there is a rule of construction and a presumption of law that the death without issue must mean death without issue before the legatee is entitled to call for the actual delivery of a legacy to him." That such a rule cuts the Gordian knot there can be no doubt. By its operation we have a security that property thus limited will not be in suspense, yet a moment's consideration must show that it is but a cruel expedient to get rid of a technical difficulty. It is a needless violation of a better rule; it cuts away the ground from expectations which are not more natural than justifiable. The case came on appeal before the House of Lords, where the judgment of the Vice-Chancellor's Court was upheld, and that of the Lords Justices reversed. The LORD CHANCELLOR (Cairns) says, "So far as the words of this will are concerned, I have found nothing whatever in it qualifying the natural meaning of the words, 'in case MARY HEATHCOTE shall depart this life without leaving any issue of her body, lawfully begotten, living at the time of her decease,' and the various other similar expressions in the will. These words appear to me clearly to express a dying without issue living at the time of the death, at whatever time that death may take place. . . . Lord Justice JAMES proceeds upon the authority of the case of *Edwards v. Edwards*. . . . He appears to treat these rules as absolute rules of construction, to be applied unless there is something repugnant to them in the particular will." But his Lordship could not and would not accede to a rule which would alter the natural meaning of words. Lord O'HAGAN who likewise concurred in the judgment, thought that the *ratio decidendi* in *Edwards v. Edwards* did not apply here, for in that case the gist of the decision was that there was a necessity for distributing the fund at a particular period. So by the unanimous opinion of their Lordships the judgment of the Court of Appeal below was set aside. From whatever side we take the case it seems almost a matter of necessity that one should concur with this final judgment. For, to say nothing of the fact that it seems the only decision consistent with the intention of the testator as manifested by the will, there is the further fact that the case chiefly relied upon to support the opposite side is one whose *ratio decidendi* is very different. Besides all this, a legislator guided by right principles, will aim rather at gratifying than deceiving expectations that spring from what is neither illegal nor immoral.

CLEARLY the labours of the eminent jurist SAVIGNY, who devoted so much time and study to a determination of the elements of "*possessio*" were not in vain. A case came recently before the Court of Appeal in Chancery (*Ex parte Jay, re Blenkhorn*, 31 L. T. Rep. N. S. 260) which evidently shows that our Judges themselves are not at one upon a variety of conflicting questions collateral to the main question of the nature of possession. Two sisters, who kept a school, executed a bill of sale on the 16th Jan. 1873. This was never registered. On the 26th Jan. 1873, they executed a second bill of sale. On the 10th Feb. 1873, the holders of the former bill sent two men to take possession. On the following day the sisters executed a third bill of sale of all their property to the Nottingham Equitable Loan and Discount Company. The men went on the 10th Feb., remained till the 14th Feb., but did not remove any of the furniture, or prevent the debtors from using it, the school being conducted as usual. On the 14th, however, they began the work of removal, though this could not be seen from the high road. The debtors, later on in the same day, filed a petition for liquidation by arrangement. The County Court Judge held that the trustee under the liquidation was entitled to the chattels removed, inasmuch as they were in the apparent possession of the debtor at the time when they committed an act of bankruptcy on 11th Feb. The CHIEF JUDGE, on appeal, reversed this decision, holding that the taking possession of the goods by putting the men into possession had removed them from the apparent possession of the debtors. This decision was again reversed by the LORDS JUSTICES. Lord Justice MELLISH states the rule in explicit terms. "The distinction is that if a bailiff is simply put in and remains in possession, so as to prevent the removal of the furniture, but allowing everything to go on just as it did before . . . then the goods still remain in the apparent possession of the debtors. There must be something done which takes them plainly in the eyes of everybody who sees them, or who is concerned, out of their apparent possession." This is a distinc-

tion which may be inferred from the cases of *Ex parte Lewis* (24 L. T. Rep. N. S. 785; L. Rep. 6 Ch. 626) and *Ex parte Homan* (22 L. T. Rep. N. S. 179; L. Rep. 10 Eq. 63).

SIR GEORGE BOWYER gave notice last session that in committee on the Judicature Bill he would propose a clause to the effect that all judgments should be in writing. We see no sort of necessity for such a clause; the preparation of written judgments would occupy judicial time to a far greater extent than would be desirable. The discretion of the Judges as to whether a judgment should be oral or written is in general very well exercised, and long written judgments are quite common enough as it is, as any volume of Reports will testify. In the recent case of *Bloomer v. Bernstein and another* (31 L. T. Rep. N. S. 306), however, in which an oral judgment was delivered along with a large number of other judgments, by Lord COLERIDGE on the 8th July last, it is, we think, rather a matter of regret that the court did not adhere to what we presume to have been its original intention—to give judgment in writing. The facts were that the defendants agreed to sell iron to the plaintiff, to be delivered during 1872. The iron was delivered in instalments, and the plaintiff failing to pay for the second instalment, the defendants repudiated the contract, the jury finding that the plaintiff (who became insolvent shortly afterwards) never could have paid the contract price, and had given the defendants reason to believe that he intended to abandon the contract. The court gave judgment for the defendants in an action for non-delivery, holding that the case fell within the authority of *Withers v. Reynolds* (2 B. & Ad. 882), and perhaps that authority was not very much strained. But in *Withers v. Reynolds* there were no special findings of the jury, and the period of every fortnight was particularly named for the delivery of the instalments. In *Bloomer v. Bernstein* the only period named was "during the year 1872," and the second instalment followed the first so very quickly as to raise the doubt whether the interval was reasonable. Moreover, the effect of bankruptcy upon a continuing contract is a subject we should have liked to have seen discussed in a written judgment.

THE conviction of THOMAS SMITH, a private soldier, at the sessions held last week at the Central Criminal Court, for the murder of his captain, suggests some observations on criminal jurisdiction. The crime was not committed within the radius of the Central Criminal Court, but in the county of Southampton. It is generally supposed that the prisoner was brought for trial at this court by virtue of the 19 Vict. c. 16, commonly called "Palmer's Act." This, however, is not so. The entire legal proceedings were by application of an Act of Parliament passed in 1862 (the 25 & 26 Vict. c. 65.) It is for the express purpose of accelerating justice in cases of murder and manslaughter, and does not apply to any other crime. Moreover, it is necessary that both the accused and the deceased should be persons subject to the Mutiny Act. The earlier statute (19 Vict. c. 16) applies to all persons and to every felony and misdemeanor, and it may therefore appear at first sight that the later statute is not required. But on closer investigation it will be seen that the earlier statute requires the bill of indictment to have been found by the grand jury, in the county where the prisoner is committed for trial, before application can be made to transfer the trial to the Central Criminal Court; while on the other hand, under the 25 & 26 Vict. c. 65, application can be made for the same purpose without a bill of indictment having been found. The benefit is obvious. In the case before us the prisoner would have been kept in custody until the winter gaol delivery for Southampton, a period of upwards of four months, before a bill of indictment could have been preferred. Application afterwards for transmission of the trial to the Central Criminal Court would have taken some more time, and the deterring influence of prompt but just punishment on the minds of other soldiers would have been very materially reduced. In the case of an innocent man, the imprisonment and anxious suspense would have been proportionately abridged. Why should not the statute be extended to civilians also?

WE have received a circular putting forth a project for the constitution of a court for the adjudicating of questions arising under assurance contracts. If the state of things depicted in this circular exists, we must blush for the administration of justice. "Assurers," we are told, "have abandoned all hope that claims under assurance contracts will be determined according to law and justice." "Assurers prefer to condone fraud, rather than incur the odium, prejudice, and serious costs of a judicial decision, the result of which is sometimes determined by the Judge having a false conception of the nature of the original contract." "Under marine policies of assurance, passengers and sailors are exposed to peril. Underwriters can hardly be induced to resist payment of a policy, although it is of serious consequence that damage to a ship should not by assurance be an improper source of profit to the owner. Fire insurance companies seldom dare to refuse to pay a policy, however gross may be the facts, for fear that they incur the unrighteous censure of Judge, and consequently of jury and public, though the inves-

tigation of a suspicious fire, before payment of a claim, may be of interest to every householder. Life assurance companies rarely contest a fraudulent claim, though when one member obtains a policy improperly the directors are bound as trustees to see justice done by the other members of the society." We say unhesitatingly that this is an exaggeration. Undoubtedly insurance companies and other insurers, by receiving premiums have a preliminary difficulty to get over in resisting claims. Jurors are apt to look for very good grounds to justify a refusal to pay the assured. But when we have modified the statement of the grievance, its size is by no means insignificant. There does not, however, appear to be any reason why a separate court should try assurance contracts any more than cotton contracts. No such special knowledge is required as is found to be necessary to the proper trial of patent and admiralty causes. Patent law certainly has a prior claim to have a court of its own, and until this is established we should not advocate the constitution of a court for the trial of assurance contracts.

"DEVILLING" AT THE BAR.

FOR once—once only, we regret to say, in several years—we find ourselves in perfect agreement with Mr. Commissioner KERR. Sitting as a criminal Judge, he has given expression to sentiments concerning the practices of those engaged professionally in his court which are so obviously sound, and so loudly called for, that we lose no time in recording our satisfaction and our complete sympathy with him in his indignation.

"Devilling" at the Bar has long been a recognised system. It has been the means whereby many unknown men have acquired eminence. Such is the constitution of the legal Profession, that introduction to business is not to be procured by the Bar in the same way that it is obtained in other businesses and professions. By practical intercourse with solicitors, employment is most legitimately secured by capable men; this intercourse cannot take place unless both parties are engaged in the same work. Hence it is that the junior Bar has always been ready and indeed anxious to do gratuitously the work of those who have acquired a practice too extensive to allow them to devote to every case their individual attention. The latter, naturally enough, are glad to take advantage of the willing labours of the briefless, and the result is the state of things which has excited the just and vigorous condemnation of Mr. Commissioner Kerr—a state of things by which the public largely suffers, and which is calculated to bring discredit upon the Bar of England.

The particular case upon which the learned Commissioner founded his observations possessed more than one objectionable feature. Not only was the counsel in request not in court, but it appeared that he had been instructed on both sides. Whether he had handed over both his briefs was not stated, but the prisoner had paid his fee, and then, to his dismay, heard that his own counsel was to be opposed to him as leader of the prosecution. Until some explanation of this extraordinary position of matters is given, we desire to make no reflection upon anyone, but we would mildly suggest that it is the business of a barrister's clerk to see that his employer does not take instructions from both sides—to say nothing of the fees: and if this particular barrister was not instructed for the prosecution until after he had taken the prisoner's fee, and then elected to prosecute, we should desire some time to consider the terms in which we should express our sense of his conduct. If he was instructed by the prosecution before receiving the prisoner's fee, the fee should never have been taken. In whatever aspect the position is viewed it discloses a laxity of practice which counsel's convenience would probably suggest is to be laid at the door of the clerk. We conceive, however, that explicit directions once given would render such laxity impossible, and it is due to the Bar that the practice should be promptly put down.

We are now, however, dealing more particularly with the system of "devilling," and we would seriously recommend the Junior Bar to consider whether it is expedient that it should continue to flourish as it now does at the Common Law Bar and the Criminal Bar. We do not refer to the Equity Bar because counsel generally confine themselves to a particular court, and devilling is not carried on, except in chambers, to anything like the same extent as elsewhere. Moreover among equity barristers gratuitous devilling is very rare, and when a barrister divides his fees with his "devil," he is more likely to see that the "devil" in question has brains, whereas, under other circumstances, the labour being a gift, capacity is not to be too rigidly scrutinised. And what is the consequence? The clerk of a barrister in large practice in the Temple will frequently, on his own motion, apply to any other barrister who may be known to him, to hold briefs sent to his employer. The consent of the client is very rarely obtained, and at the last moment it is found that the counsel originally selected is not to be had, and that a barrister possibly wholly unknown to the parties, and of the smallest capacity and learning, is entrusted with interests of, perhaps, vital importance to the suitor.

Now there are two aspects in which this system and practice may be viewed—the first and most important is the public aspect; the second, and comparatively unimportant, is the professional

aspect. The public have a distinct and absolute right to the services of a professional man who consents to act for them, and in pursuance of the arrangement receives payment or trusts the solicitor to the extent of the fee marked on the brief. Whether this fee be regarded as the consideration of a contract of hiring, or as an honorarium, is of no importance whatever; but if it were material, it is surely impossible to say that in honour and good faith, and, to use the words of a barrister who replied to Mr. Commissioner Kerr, in common honesty, work ought to be done by him who is engaged and undertakes to do it. We venture to predict that a system which recognizes constant breach of faith by barristers cannot last. If a solicitor instructed, for example, in a bankruptcy case, or in the County Court, were not to attend, and to leave the interests entrusted to him in the hands of a tyro through whom the business miscarried, that solicitor would pay for his negligence in damages. The reason why the Bar has not been made subject to the same penalty is that it has been looked up to hitherto as the embodiment of all that is high, noble, and honourable in English professional life. If these characteristics fall away and the career is made one simply of a race for wealth, then the public must look to its own interests. The system which Mr. Commissioner Kerr justly brands as detestable, the system by which a few men in the criminal courts monopolize the business, must be put down. That learned Judge has declared his intention of postponing every case in which the counsel actually instructed is not in court to conduct it. This course must have a wholesome effect; and we thus come to the second aspect of the question—the professional aspect.

It is hardly credible that in court business junior barristers should lend themselves to support a monopoly which is a sure barrier to their own legitimate progress. It becomes the more astounding when the result proves that the public will if possible employ the monopolists notwithstanding repeated disappointments. Without the assistance of the briefless barristers the monopoly would come to an end, and the briefless would become practising barristers. These gentlemen prefer, however, to work for nothing on the bare speculation that they may captivate the attorney or the public, and they persist in it in spite of the evidences of all their senses that it is to a large extent if not entirely vain. So long as the briefless barrister consents to "devil," so long will the monopoly flourish to the detriment of the public and the Bar, unless the Judges take cognizance of it and not only denounce it, but place difficulties in the path which shall render its continuance practically impossible.

We have received a letter from a gentleman who signs his name and who gives us in confidence the names of barristers who have advised in cases and at the last moment deserted their clients. Such statements are always to be regarded with distrust, but there is obviously a substratum of truth in what our correspondent alleges. Such grievances cannot be redressed in each particular case, but punishment may fall indirectly on the delinquent, and we trust it will always be inflicted where possible. To publish the letter referred to would be productive of no good result. The moral which it conveys has been sufficiently dealt with in the foregoing remarks, and we commend our observations and those of Mr. Commissioner Kerr, to the serious consideration of all barristers who value the honour and the integrity of the Bar of England.

THE WARRANTY OF SEAWORTHINESS.

IT is certainly remarkable that so many questions affecting the law of marine insurance should have been decided within a comparatively short period. On the first day of Term two judgments were delivered in the Court of Common Pleas which are by no means the least important of the series. The warranty of seaworthiness, implied in all but time policies, is a bulwark to the underwriter, and a protection to the lives of seamen. A breach of this warranty avoids the policy, and it is therefore important to consider what the courts deem sufficient evidence of unseaworthiness. In *Anderson v. Morice*, one of the two cases referred to, the ship insured, when she had nearly finished loading, suddenly went to the bottom without any apparent reason. Upon this it was contended for the defendant insurer that there was no evidence of loss by perils of the sea. The jury found in effect that the ship was seaworthy, and the court have declined to disturb the verdict. Evidence, indeed, was given, that extensive repairs had been done to the ship shortly before she sailed upon the voyage for which she was insured, and that she had behaved very well upon the voyage immediately preceding her loss. But the presumption arising from the sudden sinking of the vessel was one very strong and not easy to rebut, and the Judge who tried the case said he should have found a different verdict. The plaintiff probably would cite this case as illustrating the benefit of trial by jury.

The second case to which we have referred is equally interesting, if not quite so remarkable, its title being *Daniells v. Harris*. The question there was whether the circumstance that a deck cargo could be easily got rid of in a storm was an element for consideration in judging of the seaworthiness of the vessel. This consideration was directly brought to the attention of the jury by the learned Judge in the course of an exhaustive summing up.

court considered that the direction of the learned Judge was correct, but that the proposition conveyed by it to the minds of the jury was fallacious. We are writing upon the *Times* abridged report of what was probably a carefully prepared written judgment, and we cannot, therefore, criticise the terms of it. The impression produced upon the minds of the jury was, we imagine, that a ship could not be unseaworthy by reason of carrying a heavy deck cargo, supposing that deck cargo could be broached with facility and got rid of. This certainly could not be sanctioned as a principle of law. If the ship as loaded was unseaworthy at the time the policy attached the underwriters were discharged. It is possible to imagine terms being inserted in a policy which might let in the application of the modified proposition sought to be applied in this case; but it is obviously impossible to consider as sound a direction to the jury in the form adopted by the learned Judge who tried the case.

It would be extremely dangerous to fritter away this important warranty, or to relax the strictness with which it has been maintained. Whether it has been complied with or broken is always, of course, a question of fact, frequently of much difficulty, and the deliberations of juries ought not to be confused by the introduction of novel propositions engrafted on the ancient principle of law.

SOME DECISIONS ON THE LAW OF JOINT STOCK COMPANIES.

(Continued from page 446.)

THE PERSONAL LIABILITY OF DIRECTORS.

ALL questions connected with the subject of giving and taking securities are of much interest to the mercantile world. Questions of this nature arise every day. They are not of interest solely to one particular kind of corporation; they do not concern merely a small section of the large body of joint stock companies; but they are of more or less importance to all. It is on this account that we think it worth while to consider some of the effects in cases where a corporation acts *ultra vires* by taking a security. A case to the point was heard by the Privy Council in 1871: *Hayes, &c. (apps.), v. South Australian Banking Company (resps.)* (L. Rep. 3 P. C. 548). This was an appeal from the Supreme Court of South Australia. The only facts we need state are the following: The charter of the banking company contained a clause declaring it unlawful for the company to lend money on the security of merchandise. In violation of this clause the bank advanced money and took as security a preferential lien on the wool of an ensuing clip to be shorn from the sheep of the party in whose favour the advances were made. The only other facts to remark are that the person in whose favour the advances were made was not actually in possession of the flock; and, secondly, that the South Australian Act, No. 4 of 1855-6, empowered an owner to make a pledge of his next clip's wool without giving possession. Judgment was delivered by Lord Justice Mellish. The counsel of the appellants could discover no authority to support the proposition that any violation of the clause in the charter would prevent the property in goods passing to the person to whom an instrument otherwise valid professed to pass it, "and," continued his Lordship, "their Lordships are of opinion that, whatever other effect the violation of such a condition may have, it has not the effect of preventing the property in the goods passing, or of preventing an action of trover being maintained if there is a wrongful conversion."

It may be asked what is the present state of the law respecting the personal liability of directors who have exceeded their powers in giving securities. A good case under this head is that of *Chambers v. The Manchester and Milford Railway Company* (5 B. & S. 588). This company was empowered by their special Act to raise a capital of £555,000, and to raise a further sum of £185,000 by mortgage, after the whole of the capital had been subscribed for, and one half paid up. The present action was brought by Chambers upon a bond. From the evidence given it may be gathered that all the capital was not subscribed for, when the company borrowed £10,000 in order to pay some debts, and amongst others one due to Chambers for travelling expenses and loss of time. This sum was obtained by the directors on the security of the joint and several promissory note of Chambers, the chairman of the company, and of one of the directors. The latter was compelled to pay the note, and having brought an action against Chambers, it was resolved by the board of directors that the secretary should be ordered to seal Lloyd's bonds to indemnify Chambers. Bonds were sealed, and the company acknowledged that they were indebted to Chambers in the sum of £1000 for money had and received. Chambers received the bonds and assigned them away. The court held that the bonds were illegal, and that the plaintiff could not consequently recover. "The principle of law," said Mr. Justice Blackburn, "was accurately stated by Lord Wensleydale in his judgment in *The South Yorkshire Railway and River Don Company v. The Great Northern Railway Company* (19 Ex. 55), my opinion in the present case is based upon this, that the instruments, on which the action is brought, are instruments which by necessary inference the Legislature intended should not be made, and that this constitutes a good

defence at law." His Lordship advised a recourse to a court of equity.

Mr. Justice Crompton observed that where an Act of Parliament prohibits borrowing, there would hardly be an equity in the lender to recover money lent; and quoted with approbation a dictum of Baron Parke in the case referred to above by Mr. Justice Blackburn: "Where a corporation is created by Act of Parliament for particular purposes, with special powers, then indeed another question arises, their deed, though under their corporate seal, and that regularly affixed, does not bind them, if it appear by the express provisions of the statute creating the corporation, or by necessary or reasonable inference from its enactments, that the deed was *ultra vires*—that is, that the Legislature meant that such a deed should not be made." In this case it was held that there had been a violation of the Companies Clauses Consolidation Act 1845, as well as of the Special Act.

The personal liability of directors for concealment in a prospectus is well illustrated by the case of *Peek v. Gurney* (25 L. T. Rep. N. S. 446; L. Rep. 13 Eq. 74). The questions raised were whether Peek was entitled to have his name removed from the list of shareholders in the firm of Overend, Gurney, and Co. (Limited); and, secondly, whether the late directors were not liable to make good to the plaintiff, or indemnify him against the losses which he had sustained and might sustain in consequence of his having become a member of the company. Whatever had been the misconduct of the directors, the plaintiff could not by reason of the lapse of time repudiate the contract: (*Oakes v. Turquand*.) And the only question, said Lord Romilly, was whether the personal liability of the directors depends on the same, or on similar principles, as regards the time when relief should be sought, as it does when the cancellation of the contract is sought. Whilst on the one hand his Lordship did not wish to lay down a hard and fast line, that the liquidation of the company bars this relief as it does the repudiation of shares, and having observed "there is no conduct more rigidly reprobated in equity, than the system of playing fast and loose; that is, the intention of adopting a company if successful, and of repudiating it if it falls, he refused to relieve the plaintiff owing to the lapse of time since the allotment of his shares, and to the fact that the company had been wound-up. Perhaps we cannot do better than present our readers with what Lord Chelmsford and Vice Chancellor Wood (16 L. T. Rep. N. S. 500; and 17 L. T. Rep. N. S. 527) consider to be an excellent summary of the law which regulates the conduct of directors towards their shareholders. The summary was given by Vice-Chancellor Kindersley in the *New Brunswick and Canada Railway Company v. Muggerridge* (1 Dr. & Sm. 381; 3 L. T. Rep. N. S. 656): "Those who issue a prospectus holding out to the public the great advantages which will accrue to persons who will take shares in the proposed undertaking, and inviting them to take shares on the faith of the reports therein contained, are bound to state everything with strict and scrupulous accuracy, and not only to abstain from stating as facts that which is not so, but to omit no one fact within their knowledge the existence of which might in any degree affect the nature or extent or quality of the privileges which the prospectus holds out as inducements to take shares." Vice-Chancellor Wood called the enunciation of this rule by Sir Richard Kindersley, a golden legacy. In the present case, however, the introduction of new circumstances demanded another *ratio decidendi*.

A case decided by the Court of Common Pleas in 1871 is of much interest to shareholders who have the means of knowing that the directors have acted beyond their authority. This was the case of *The Phosphate of Lime Company (Limited) v. Green and another* (25 L. T. Rep. N. S. 636). The above company was formed for the purpose of working some mines. The defendants, who were the promoters of the company, bought a large number of shares, for which they could not pay. Accordingly the directors advanced a sum of money to the defendants, to enable them to pay up their subscriptions. The company now sought to recover back the money lent. The articles of agreement forbade the purchase of its own shares, but permitted the company to mortgage, let, or sell any of the property. At the general meeting, after the above transaction with the defendants, the directors' report was read and circulated amongst the shareholders. "If," said Mr. Justice Willes, "we look to the fact that the transaction was not concealed, and that the circular of the directors conveyed sufficient information, together with the account which was presented to the shareholders at the general meeting, which showed the entry that the shares were forfeited, and also that there is no evidence that a single shareholder was ignorant, it forces itself upon my mind that there was evidence of the adoption of the directors' act. . . . In *Spackman's case* (L. Rep. 3 H. of L. Cas. 171) Lord St. Leonards says, and I agree with him, "that it is right that absent shareholders should not be bound by an act of the directors *ultra vires* to which they have not consented; but yet although an act be *ultra vires*, if the absent shareholders acquiesce they will be bound."

In our next number we purpose touching upon the law affecting contributories, which will complete the series of articles originally proposed as subjects the treatment of which would illustrate the law of joint stock companies.

STOCK EXCHANGE GAMBLING.

THE case of *Cracroft v. Smith*, recently heard before Judge Miller in the Dublin Court of Bankruptcy, raised many important questions as to time bargains. The plaintiff, a London stock-broker, sought to have the defendant, a customer of his at Belfast, adjudicated bankrupt under the Bankruptcy (Ireland) Amendment Act 1872 (35 & 36 Vict. c. 53 s. 21, subs. 6) upon the defendant failing to pay a sum of £30,000, being the amount of "differences" upon stock jobbing transactions between the parties during the short space of three weeks. The rules of the Stock Exchange had been steadily followed, but the default of the defendant had resulted in the suspension of the plaintiff upon the London Stock Exchange. The defendant raised the defence that the contract was a wagering one within 8 & 9 Vict. c. 109, s. 18, and therefore "null and void." The jury found specially for the plaintiff (amongst other things) that the contracts did not come within the statute—a point which appears to us to be rather one of law—and a verdict passed for the petitioner. Commenting upon the above facts, the *Times* rightly remarked (1) That the contracts as between the plaintiff and defendant was not a wagering one, but (2) that it would be otherwise as between two principals, inasmuch as a "transaction on the Stock Exchange where one man affects to sell and another man affects to buy stock for a distant day, and where each to the knowledge of the other has no intention that any stock shall be transferred on the day in question, the end of both being to pay and receive the difference in price which may then have arisen, comes within the statute. . . . A debt so arising," proceeds the leading journal, "is a mere debt of honour, like a debt on Newmarket Heath."

As to the first point, it has been frequently held in actions by brokers for commission that the fact that the transactions in respect of which the commission was earned were wagering contracts within 8 & 9 Vict. c. 109, was no defence (see *Jessop v. Lutwyche*, 24 L. J. 65, Ex; *Rosewarne v. Billing*, 33 L. J. 55, CP.; 9 L. T. Rep. N. S. 441.) In the latter case Erle, C.J. put the law very clearly thus: "No one can sue on a gaming contract, and the plaintiff would not have been liable in an action brought against him by the parties with whom he had made the contract, and to whom he had lost. But when he paid, he was acting as the defendant's agent, and where a person who has lost a wager requests another person to pay it for him, and that person does pay it, an action lies . . ." He added [that, in his opinion, this would be so, if the request were made before the loss actually happened, but doubted whether if after the loss the principal gave notice to the broker not to pay, the broker, although bound by the rules of the market to pay the amount himself, could recover it, when paid, from the principal. This last point, however (a very serious one), does not appear to have been subsequently raised. No mention, at any rate, can be found of it in the recent case of *Lacey v. Hill*, 42 L. J. 656, Ch.; 29 L. T. Rep. N. S.

281 (a suit for the administration of Sir Robert Hervey's estate), in which the court recognised as reasonable, the Stock Exchange rule that when the principal dies, the broker may make "a contract at once to counteract the other contract which he has made," so as not to run the risk of any further sale in the market. The broker, therefore, may enter into time bargains, on behalf of a principal, without any fear of losing his commission, or of being unable to recover what he may have paid for "differences."

As to the second point, there appears to be no doubt whatever that "time bargains" are wagering contracts: (See *Barry v. Oroskey*, 2 J. & H. 1.) Indeed, until 1860, such bargains were not only null and void, but illegal by virtue of the curious Act "to prevent the infamous practice of stock-jobbing" (7 Geo. 2, c. 8, made perpetual by 10 Geo. 2 c. 8, and repealed by 23 & 24 Vict. c. 28). By this Act, commonly called Sir John Barnard's Act, after reciting that great inconveniences have arisen by the wicked, pernicious, and destructive practice of stock-jobbing, whereby many . . . are diverted from exercising their lawful trades, to the utter ruin of themselves and families, to the great discouragement of industry, and to the manifest detriment of trade and commerce," it was enacted, among other things, that no money should be paid to compound differences relating to stock not actually delivered; that stock sold and not paid for at the day fixed might be sold to other persons; that persons buying or selling stock of which they are not possessed should be punished with £500 penalties, the brokers to be fined £100, and the contracts to be void.

This Act, which is useful for the legal definition of a "time bargain," was repealed as imposing "unnecessary restrictions on the making of contracts for the sale and transfer of stocks:" (See as to the construction of it *Morris v. Longdale*, 2 Bos. & Pull. 239; *Greenland v. Dyer*, 2 Man. & R. 422; *Ex parte Bulmer*, 13 Ves. 313, and especially *Cannan v. Bryce*, 3 B. & Ald. 179.) It utterly failed to effect its object, and it was well said to be "alike anomalous as notorious that a numerous and highly respectable body of men earn their livelihood by the daily and hourly violation of the clauses of the statute:" (Keyser's Law of the Stock Exchange 1850, p. 152.)

The legal position, then, of the simply speculative stock jobbing transactions is this: They are no longer illegal, as they were before the repeal of Barnard's Act in 1860 by 23 & 24 Vict. c. 28, but they are, beyond doubt, wagering contracts, and as such null and void—regarded by the law in somewhat the same light as contracts barred by the Statutes of Limitation.

In conclusion, we cannot agree with the suggestion of the *Times*, that the old legislation should be revived, though we think it worthy of consideration whether the duty upon contract notes for the sale of stock (fixed at one penny by an Act, 23 & 24 Vict. c. 111, passed in the same year as that repealing Barnard's Act) might not be largely increased.

SOLICITORS' JOURNAL.

WE understand it is proposed that the Lord Mayor elect for the city of London—the Right Honourable David Henry Stone—who, as we have already announced, was for many years in active practice in the city as a solicitor, should be entertained at a banquet in London on a grand scale to be given by solicitors. It is, we believe, further suggested that representatives should be present on the occasion from the larger provincial towns. If the idea of its desirability gains ground, the matter should be taken up by the chief representative body of the Profession.

APPROPOS of the question, recently before the justices of Kent sitting in quarter sessions, of giving solicitors a right of audience before the licensing committees of the county, a London correspondent regrets that we did not publish the observations of the magistrate who brought the question before the court, that we did not give the names of the magistrates constituting the court, and that we have offered no comment on the question of expenses necessarily incurred by local practitioners in preparing and presenting their case to the court. Owing to want of space much matter was last week unavoidably excluded from our columns, including a letter from Mr. Gibbon, which we now publish, and some part of our report was necessarily abridged. Amongst the magistrates present were several peers of the realm and other members of the aristocracy, but to publish all the names is unnecessary. Mr.

Beattie, who brought the matter before the court, observed as follows: "The court would recollect that upon the formation of the existing rules, he had suggested the propriety of allowing solicitors to appear before the licensing committee. The court at that time did not think proper to attend to that suggestion. Since then the matter had been considerably discussed, and brought before the attention of the public, and he had now to ask the court to hear solicitors before the licensing committees. He did not make the motion for the purpose of excluding barristers, but as in licensing matters questions of fact were brought before the court, upon which it was desirable that the fullest information should be received, he thought solicitors who were acquainted with the respective localities ought to be permitted to appear. Having satisfied the licensing justices that it was desirable to have a new licence, it was right that they should appear before that court in support of their clients' application. The extra expense should be avoided of parties being driven, after having instructed a solicitor in the case, to have recourse to a barrister who would necessarily have to come to the question anew, after it had once been fully studied by the solicitor who instructs him." Upon the subject of expense mooted by our correspondent, we feel there is nothing for us to say, except, perhaps, that it should be borne by the Kent Law Society, or, at all events, not by individuals. Mr. W. Gresham's appeal to the judges in regard to the expulsion of his son from Gray's Inn was, as to costs, disposed of, by the Incorporated Law Society refunding Mr. Gresham the amount of his disbursements only.

A similar course might well be adopted in the present case. And we are quite sure it has only to be represented in the proper quarter to receive the attention which such a matter deserves. Mr. Beattie's observations as to barristers coming anew to work already fully studied by solicitors, and his conclusions upon the point, must necessarily force other ideas upon the minds of professional men.

THE Chairman of the Cheshire Quarter Sessions (the Right Hon. Lord Egerton) lately called the attention of the court to the comparison which had been drawn between the amount paid for official salaries in that county with similar payments in Lancashire. The magistrate's clerk and other officials in Cheshire were, he said, paid by salary, while in the other county they were paid by fees, and there was a balance of several hundred pounds in favour of Cheshire. Whether in counties or boroughs the system of payment by salary is found to be more satisfactory and economical.

In our last issue we reported the observations of the learned judge of the East Kent County Court, upon the subject of the want of power on the part of County Court judges to order payment of solicitors' fees when a claim is under £5. We concur entirely with Mr. Russell's forcibly expressed opinion on this very important subject. The jurisdiction of the County Court has been much extended, and will inevitably be so to a yet greater extent. Questions involving large and import-

interests are often disposed of by decisions in these courts upon claims under £5. The Incorporated Law Society, through the council of the society, should move in this matter, which is of great concern to country solicitors. There is, we know, every desire on the part of the council, to discharge the duties which its members consider properly devolve upon them, but we venture to think that the council rely too much upon other people putting them in motion on such questions. The fact that a County Court judge has expressed so strong an opinion on the point is of itself sufficient to require not only a consideration of the subject by the council, but that action should follow without loss of time.

A RECENT issue of the *Sussex Express, Surrey Standard, Weald of Kent Mail, Hants and County Advertiser*, contained the following notice:—"Professional and trade notices.—The publication of this stereotype list is an effort to establish relations of mutual advantage between the proprietor and his subscribers. It includes the principal inhabitants of Sussex, Surrey, and Kent, engaged in trade and commerce, and the professions, who will in future become known, and their names familiarised by the most influential and numerous circulations extant in the South of England. This is of itself a boon of no inconsiderable importance, and establishes a system of mutual benefit between the proprietor and subscriber, giving to the latter means of advertising free of cost. The object is simply this: the *Sussex Express, Surrey Standard, and Kent Mail* possesses the largest circulation of any other provincial newspaper in the South of England. Can this circulation without cost be available to improve the commercial connections of the subscribers? We answer in the affirmative, and this plan presents the means. Become subscribers, and your trade advertising is costless. Those who are not subscribers may be advertised in this list at 5s. 6d. per quarter. Alterations may be made quarterly. Perhaps we ought to state that the great majority of the subscribers of this journal are the landed proprietors, the clergy, the yeomen, and the tenant farmers of the district, whose names, of course, are not included in this list." Following this are the names of professional men and tradesmen, arranged under the name of the town in which their business is carried on. We are surprised to find amongst them the names of solicitors, and in the case of one large town the name of a member of the other branch, thus described, "(name), barrister and clerk of the peace." Beyond saying that we are surprised we make no comment. We have before called attention to the matter. There is, no doubt, some sufficient explanation, and it should be forthcoming.

We hope shortly to publish a table showing the number of solicitors in England and Wales who do not take out certificates, but act as clerks to practising solicitors, or are otherwise employed. There are, we believe, over two thousand thus engaged, or, at all events, who do not practise on their own account, although on the rolls. As regards barristers-at-law, an immense proportion of them are without any pretence to practising their profession, and their object in being called, except that formerly it could be accomplished on payment of fees, and without a legal examination, and gave them a certain social standing, it is difficult to understand. Even at the present day men are constantly entering the profession whose prospect of ordinary success even, are painfully remote. A candidate for the one branch is apt to think that as soon as called solicitors will flock in numbers to his chamber, and for the other that he will be driven to death by clients eager for advice.

We are asked to call attention to the system which obtains in the offices of the Bankruptcy Court in Basinghall-street, in regard to the issue of office copies of proceedings. A correspondent informs us that if such a copy is required it must be searched for in one office and bespoken in another, and that the clerk in the latter office estimates the number of folios of the document for the purpose of depositing so much in stamps on account, without seeing the document, copy of which is required, the applicant of course stating his opinion as to its length. "In a recent case," says our correspondent, "I bespoken an office copy appointment of assignees, and was required to deposit 6d., for which amount a stamp was taken in and affixed to the form of request. On receiving the office copy two days later, it was indorsed 'Fos. 2; 4d.,' and the balance was not returned; and why," asks our correspondent, "should sixpence be paid when fourpence only is due." The amount in difference is not the point, though it is presumed that the system being in fault the difficulty might arise in a case where a larger sum is paid. We quite agree with our correspondent

that the system in question is defective, though we presume if the sum charged in excess had been asked for it would have been returned. It is worthy of observation that only twopence a folio for copy is charged in the Bankruptcy Court, while in the common law offices it is fourpence, and in the Probate and Divorce Court offices sixpence. We think the latter excessive; and, moreover, there ought to be a greater uniformity in these charges.

THE secretary of the Justices Clerks' Society has we understand, prepared a somewhat elaborate statement upon the subject of the communication which has been addressed by the Secretary of State for the Home Department to numerous benches of magistrates throughout the country. It contains many valuable practical suggestions, and thus this useful society, in addition to promoting the interests of its members, is afforded a special opportunity of assisting in developing a more complete and perfect system of jurisdiction in the inferior criminal tribunals of the country. We are decidedly of opinion that the power of magistrates sitting in petty session may be safely extended in many directions, much to the advantage of the community at large. As in criminal trials before the higher tribunals it is not unusual to remove cases to other courts, where it is likely a prisoner or defendant may suffer in consequence of passion or prejudice against him or her, so where an accused person can suggest a reasonable cause for magistrates being influenced by interests, even remote, of their own—such, for instance, as in a case of alleged wilful damage to property belonging to a company of which a magistrate present is a director or shareholder—then such accused person should have a right to have the charge remitted for hearing to a neighbouring Bench.

A COUNTRY solicitor writes inquiring whether we can furnish him with a precedent for the appointment of deputy town clerk. Whether there are any such offices at present existing, and, if so, by whom filled and under what circumstances such appointments, if any, were made? There are, we believe, several instances in which such an appointment has been made. We cannot, however, recall to mind the name of any particular borough in which such an appointment is held. Sect. 58 of 5 & 6 Will. 4, c. 76 (The Municipal Corporations Act), authorising municipal authorities to appoint such other officers as they may think necessary, is an authority for the creation of such an office. Sect. 11 of 21 & 22 Vict. c. 73, makes use of the expression "deputy town clerk," in dealing with the division of borough quarter sessions into two courts. The fact that additional work and responsibility is thrown on the shoulders of town clerks by many recent statutory provisions, especially that providing, that in case of a vacancy in the office of clerk to an urban sanitary authority, which is constituted of a municipal authority, then the town clerk shall, in addition, discharge the duties appertaining to such vacant office, is in itself evidence of the utility of the above provision. We believe in connection with this some difficulty has arisen in regard to the question of salary, but it is not our purpose to consider this point.

THE first lecture on Common Law was delivered to the students at the Law Institution, Chancery-lane, on Thursday last. A large number of articulated clerks were present, and several members of the council supported the lecturer by their presence. The arrangements for next week are as follows: Monday, class (Common Law), 4.30 to 6 o'clock; Tuesday, ditto; Wednesday, ditto; Thursday, lecture (Conveyancing), 6 to 7. As stated in the advertisement, which appeared in our last issue, members of the Incorporated Law Society may attend the lectures without subscribing. To prevent interruption, subscribers are not admitted to the hall after a lecture has commenced.

A FAIR specimen of the many unnecessary objections taken from time to time by clerks in the law offices, in connection with routine work, and which objections often occasion much unnecessary delay and trouble to solicitors and their clerks, is furnished by a correspondent, who observes that having occasion to make a copy of a submission to arbitration a rule of court—the original submission having been lost—the necessary order for the purpose was obtained. It ran thus as drawn up by a judge's clerk, "And in default thereof" (that is as to producing original), "a copy of the said agreement shall be made a rule of this court." A clerk at the Rule Office took the objection that in order to complete the order the following words should be added, "and that the Master grant the rule accordingly." We confess this is not an objection of a serious nature, and we are quite aware that the time of solicitors and

their clerks is often thrown away in surmounting difficulties which, in the interests of the public service, ought not to be raised by clerks in the law offices. Our correspondent, a solicitor, observes incidentally, "that he cannot understand the reason for requiring the signature of counsel to a motion paper before a submission, as in the above case, can be made a rule of court." He suggests that it is an unnecessary expense to suitors.

As our readers are aware the Coronership of Middlesex is vacant by the death of Dr. Lankester. The *Observer* stated the probability that Mr. C. E. Lewis, M.P. for Londonderry, practising as a solicitor in the City of London, would again stand for this office. Mr. Lewis writes to the *Times* that he does not intend becoming a candidate. He says, "Much as I should like to see the office filled by a trained lawyer, I have no intention of seeking the office myself, and, lest I should possibly keep others out of the field, I desire to make this known at once." We thoroughly agree with Mr. Lewis that an experienced and practical lawyer is the best fitted for such a post, and we hope to see a solicitor elected. Mr Boulton is the legal candidate.

AN excellent system obtains in the Probate and Divorce Court, by which the convenience of jurymen is considered to the utmost. With a view to this no jury causes set down for hearing in this court will be taken before the 25th inst. This is, moreover, a great convenience to suitors and their solicitors. In the meantime, undefended causes before the court itself are first taken, followed by the hearing of defended causes before the court itself in each case without juries.

A SOMEWHAT amusing incident occurred on the first day of the present Term in the Court of Queen's Bench:

Grantham moved that an attorney might be called upon to answer the matters in an affidavit as to alleged misconduct; but

The officers of the court pointed out that by an Act of last session (just printed) it is provided that notice of such application must be given.

COCKBURN, C.J. observed that the learned gentleman (who is in Parliament) had not yet had time to make himself master of the Acts of last session.

Grantham confessed that he had not.

BLACKBURN, J. observed that he was not himself aware of the Act.

The Act referred to is 37 & 38 Vict. c. 68, the Attorneys and Solicitors Act, the 7th section of which provides that notice in writing (in such cases as the above) shall be given to the registrar of attorneys and solicitors fourteen clear days before making such application.

THE annexed circular published in the *Irish Law Times*, was sent to an Irish solicitor by a correspondent in London, requesting to know whether on the other side of the channel it is considered professional:

Dublin Chambers,

I beg leave to inclose my card and to state that I have made arrangements for transacting upon an equal division of profits such legal business in Ireland as may be intrusted to me by members of the legal profession in England. Having carried on business in my present offices as above for upwards of twenty years, and enjoyed a considerable practice in Ireland during that period, and being personally well known to many of the judges on the Irish Bench and the most eminent members of the Irish Bar, I need scarcely say that I can furnish unexceptionable references as to my experience and capacity.—I remain, yours very faithfully,

N.B.—First-class English references furnished when required. Business transacted in any part of Ireland at the same scale of charges, and all moneys received remitted same day.

WE reproduce an advertisement which appears weekly in the *Stratford Times* :—

NOTICE TO CLIENTS.—Mr. ———, Solicitor, Advocate at Shoreditch and Bow County Courts, and Stratford and Ilford Police Courts (here follows address), will attend from 7 till 9 Friday evenings at Mr. Brayshaw's (here another address).

HERE is another attempt to deceive the public. We will supply all information to any society which can see its way to a prosecution:

LEGAL ASSISTANCE.—Messrs. ———, Legal

Agents and Accountants, are prepared to carry out and conduct liquidations and arrangements with creditors upon reasonable terms, without publicity, bankruptcy, or suspension of business. Also all actions and executions, whether in the Superior or County Courts, immediately stayed by injunction. Chancery, divorce, probate suits, wills proved, and common law actions conducted with dispatch, and County Courts attended. Wills, leases, assignments and agreements prepared. Money advanced on mortgage, reversions, bills of sale, &c., and debts collected at 5 per cent. interest.—Apply to (name of firm and address).

IN another column will be found a report of the thirty-third half-yearly general meeting of the Solicitors' Benevolent Association, which was

held recently at Leeds. The report of the board of directors appears, on the whole, to be satisfactory, except that the working expenses are as heavy as usual, and should be reduced.

NOTES OF NEW DECISIONS.

MARRIED WOMEN'S PROPERTY ACT 1870 (33 & 34 VICT. C. 93), s. 11—RIGHT OF A MARRIED WOMAN TRADER TO MAINTAIN AN ACTION AGAINST HER BANKERS FOR BREACH OF CONTRACT.—A married woman, carrying on business separately from her husband as a sole trader, and having in that capacity a banking account, sued her bankers for damages for not presenting a bill of exchange deposited with them for that purpose, or for giving her notice of the dishonour of a bill of exchange entrusted to them, and for dishonouring her cheques, they having funds of hers at the time to meet them: Held, that she was entitled to maintain the action, it being a remedy for the protection and security of her wages, earnings, money, and property, within the meaning of the 11th section of the Married Women's Property Act 1870: (*Summers v. The City Bank*, 31 L. T. Rep. N. S. 268. C. P.)

DISSOLUTION SUIT—DECREE NISI—SHORTENING OF INTERVAL BEFORE DECREE ABSOLUTE.—23 & 24 VICT. C. 144, s. 7—29 VICT. C. 32, s. 3.—Under special circumstances, and after there had been two suits, in both of which the Queen's Proctor had intervened, the court shortened the interval between the decree nisi and the decree absolute from six to three months: (*Fitzgerald v. Fitzgerald*, 31 L. T. Rep. N. S. 270. Div.)

BILLS OF SALE ACT 1854 (17 & 18 VICT. C. 36), s. 7—FORMAL POSSESSION—APPARENT OWNERSHIP.—Where a mortgagee of furniture under an unregistered bill of sale puts a man into possession of the furniture, but allows it to be used by the mortgagor, the furniture remains in the "apparent possession" of the mortgagor within the meaning of the Bills of Sale Act 1854, and in the event of the mortgagor's bankruptcy occurring while the man is in possession the furniture will pass to the trustee in the bankruptcy: (*Ex parte Jay; Re Blenkhorn*, 31 L. T. Rep. N. S. 260. Chan.)

DISSOLUTION SUIT—DESSERTION.—The husband withdrew from cohabitation, and refused to live with his wife unless she would write a letter exonerating a lady of whom she believed she had reason to be jealous. The wife refused to do this, and the cohabitation was never resumed: Held, in a suit for divorce by the wife, that her refusal to comply with the condition imposed by the husband on the renewal of cohabitation, was not unreasonable, and that the husband, therefore, had been guilty of desertion without reasonable cause: (*Dallas v. Dallas*, 31 L. T. Rep. N. S. 271. Div.)

WILL DEALING WITH REALTY ONLY—DIRECTIONS TO SELL AND PAY DEBTS AND LEGACIES—OUT OF PROCEEDS—JURISDICTION.—Directions to sell a portion of the estate, and to apply the proceeds to payment of debts and legacies, will not give the court jurisdiction to grant probate of a will which disposes only of realty: (*In the goods of Bootle*, 31 L. T. Rep. N. S. 273. Prob.)

PRACTICE—AFFIDAVIT OF DOCUMENTS—INSUFFICIENCY—VEXATIOUS DELAY—DISMISSAL OF BILL.—Where a plaintiff, who had been ordered to make the usual affidavit of documents, neglected to make a sufficient affidavit, although the time for doing so had been frequently extended, the court, on his application for a further extension of time, ordered that unless a sufficient affidavit was filed by a certain day the bill should be dismissed with costs as against the defendant seeking the discovery: (*The Republic of Liberia v. The Imperial Bank*, 31 L. T. Rep. N. S. 262. Chan.)

PRACTICE—APPEAL—SECURITY FOR COSTS.—Where an appeal was presented by a defendant, who was proved to be a man of no property, and to have no substantial interest in the subject-matter of the suit, the appellant was ordered to give security for the costs of the appeal: (*The Corporation of Hastings v. Ivall*, 31 L. T. Rep. N. S. 262. Chan.)

EXCEPTIONS TO ANSWER—DISCOVERY—CONDITIONAL LIMITATION—FORFEITURE CLAUSE—OBLIGATION OF DEFENDANT TO DISCLOSE DATE OF DEED UNDER WHICH HE CLAIMS.—A testator, by his will, devised certain real estates to trustees in fee upon trust for son for life, with a condition that in case his son should charge or encumber the property, his estate should be forfeited, and the trust in favour of the remaindermen should at once take effect. The son leased part of the property, and the lessee mortgaged his leasehold interest to the trustees of a benefit building society. One of the trustees of the will filed a bill, to which the building society were made defendants, for the administration of the testator's estate, alleging that the society claimed under a charge in their favour made by the testator's son which had created a forfeiture, and by his interrogatories he required the society to set out particulars of all their charges or claims on the

real estates devised by the testator's will. The society by their answer admitted that they were mortgagees of the lease which had been granted by the testator's son, but did not set out the date of the lease. The plaintiff excepted to this answer for insufficiency: Held (affirming the decision of Malins, V.C.), that the rule of the court excusing a defendant from answering in cases of forfeiture did not apply, as the plaintiff was a trustee, and the society claimed to be his *cestui que trust*, and he therefore had a right to know under what title they claimed, and that the society must, therefore, set out the date of the lease. Exception accordingly allowed: (*Hurst v. Hurst*, 31 L. T. Rep. N. S. 264. Ch.)

SUIT FOR DISSOLUTION—PARTIES LIVING APART UNDER DEED OF SEPARATION.—The parties were living apart under a deed of separation, when the husband presented a petition for divorce, on the ground of his wife's adultery. The wife made a counter-charge of cruelty, and prayed for a judicial separation. At the hearing of the case, the jury found all the issues in favour of the wife: Held, that the institution of the suit remitted the wife to the position which she held before the deed of separation, and that, being the successful party, she was entitled to the full remedy allowed by the law, viz., a judicial separation: (*Brown v. Brown and Sheltons*, 31 L. T. Rep. N. S. 272. Div.)

MARRIED WOMAN'S WILL—DESSERTION BY HUSBAND—LIMITED GRANT—MARRIED WOMEN'S PROPERTY ACT.—Testatrix was a married woman who had been deserted by her husband in 1866. The property which she disposed of by her will consisted of her earnings since 1866, which had all been invested since 1870. The court limited the probate to property acquired since 1870, the date of the Married Women's Property Act: (*In the goods of E. Pepper*, 31 L. T. Rep. N. S. 274. Prob.)

LEASES AND SALES OF SETTLED ESTATES ACT (19 & 20 VICT. C. 120) s. 23—PROCEEDS OF SALE—APPLICATION TO PERMANENT IMPROVEMENTS.—The court has jurisdiction, under the 23rd section of the Leases and Sales of Settled Estates Act, to direct the proceeds of the sale of a portion of an estate under that Act to be laid out in the permanent improvement of the rest of the estate. Expenditure of the proceeds of such a sale in the erection of farm buildings authorised by the court: (*Re Newman's Settled Estates*, 31 L. T. Rep. N. S. 265. Chan.)

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]
BARNEYS (Sir Wm.), Bart., Portland-place, Middlesex, one dividend on the sum of £24-0 Three per Cent. Annuities. Claimant, Sir Wm. John Walter Barneys, Bart., one of the executors of Sir Wm. Barneys, Bart., deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

LONDON AND PARIS HOTEL COMPANY (LIMITED).—Petition for winding-up to be heard Nov. 12, before V.C. M.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

FISHER (Wm. G.), 265, Oxford-street, Middlesex, china and glass dealer. Nov. 30; J. T. Davis, solicitor, 33, Moorgate-street, London.
NEWMAN (Elizabeth), Huddersfield, widow, innkeeper and wine and spirit merchant. Dec. 3; Leary and Leary, solicitors, Huddersfield. Dec. 17; V.C. H., at twelve o'clock.
NEWELL (Jas. W.), Huddersfield, wine and spirit merchant. Dec. 3; Leary and Leary, solicitors, Huddersfield. Dec. 17; V.C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. 35.

Last Day of Claim, and to whom Particulars to be sent.

BAKER (Jas.), formerly of 2, Melbourne-terrace, Fenge, Surrey, late of Weston Road, May road, Fenge, ware houseman. Jan. 16; E. Burkill, solicitor, 6, London-wall, London.
BROMFIELD (James L.), Hamilton square, Birkenhead, and Newgate-street, Chester, solicitor. Dec. 30; W. and H. T. Brown and Rogers, solicitors, 98, Northgate-street, Chester.
BROWNE (Elizabeth), 58, Great Dover-street, Southwark, Surrey, widow. Nov. 30; Carter and Bell, solicitors, 104, Leadenhall-street, London.
BURRIDGE (Jos.), Daventry, gentleman. Dec. 14; John S. Savage, Rugby.
BURRELL (Geo. A.), Barking, Essex, coal merchant. Nov. 30; G. Lynes and Co., solicitors, 29, Mark-lane, London.
CHRISTIE (Wm.), Myrtle Cottage, Wellington-road, Bow-road, Middlesex, Esq. Dec. 19; Thos. Baddeley and Homan, solicitors, 48, Leman street, London.
COCK (Astley), 26, Mornington-road, Regent's-park, Middlesex, Esq. Dec. 1; H. G. Smith, solicitor, 4, Warrford-court, Throgmorton-street, London.
COLE (Wm.), Surrey County Lunatic Asylum, near Tooting, Surrey, Esq. Dec. 17; Vizard, Crowder, and Co., solicitors, 35, Lincoln's-inn-fields, Middlesex.
COLLINGBURN (Wm. P.), sen.; Coventry, pawnbroker. Dec. 1; Twist and Sons, solicitors, 16, Hertford-street, Coventry.
DAKYNES (Thos. H.), formerly of the Middle Temple, London, and of Rugby, and late of 2, Stowe Villas, Tottenham, Middlesex, Esq. Dec. 20; Park and Co., solicitors, 11, Essex-street, Strand, London.
DAVISON (Jas.), 30, Lang-street, Middlesex, gentleman. Dec. 5; Carr and Co., solicitors, 70, Basinghall-street, London.
DELL (Thos.), 5, Park-terrace, Brixton-road, Surrey, gentleman. Dec. 15; White and Sons, solicitors, 11, Bedford-row, London.
DREWELL (Henry), Lichfield, Esq. Jan. 31; Wm. S. Allen, solicitor, 33, Waterloo-street, Birmingham.

FAULKNER (Joshua W.), The Philippines, Brasted, Kent, Esq. Dec. 10; Brundrett and Co., solicitors, 10, King's Bench-walk, Temple, London.
GIBBS (Mary A.), formerly of 94, Union-road, Rotherhithe, Surrey, widow. Jan. 1; Marchant and Purvis, 8, George-yard, Lombard-street, London.
GREEN (Matthew), Kimberley, Norfolk, farmer. Jan. 1; Whites and Co., solicitors, Wymondham, Norfolk.
HAMILTON (Lieut.-Col. Alexander G. W.), Bexley Heath, Kent. Dec. 6; Russell and Co., solicitors, Dartford.
HAWKINS (Isaac), Colchester, Esq. Nov. 23; J. S. Pope, solicitor, Trinity-street, Colchester.
HERVISON (Francis), Cowlinge, Suffolk, farmer. Dec. 5; Kitchener and Fenn, solicitors, Newmarket.
HOLISON (Francis), Burnt Stones, Sheffield, merchant. Nov. 24; H. Walter Ibbotson, solicitor, 23, Change-Alley, Sheffield.
ISWELL (Isaac), Wheatfield Lodge, Headingley, near Leeds, wool merchant. Dec. 14; R. P. Berry, solicitor, Market-place, Huddersfield.
KENT (Wm. H.), Willesden Lodge, 7, Lawn-place, Shepherd's-bush, and 33, Great Marybone-street, Middlesex, veterinary surgeon. Nov. 30; Wm. F. Low, solicitor, 67, Wimpole-street, Cavendish-square, Middlesex.
KNOTT (Ellen), Sinfold, Sussex, Spinster. Nov. 30; E. C. Jackson, solicitor, 7, Cannon-street, London.
LIAT (Wm.), Old Change, London, and of Park-hill, Streatham, Surrey. Dec. 24; Carr and Co., solicitors, 70, Basinghall-street, London.
LINDSAY (Lieut.-Gen. the Hon. Sir Jas.), K.C.M.G., 25, Portman-square, Middlesex. Dec. 20; Park and Co., solicitors, 11, Essex-street, Strand, Middlesex.
MARSHALL (John), Ashford, Kent. Dec. 1; Lepp, Esq. Nov. 23; Laces and Co., solicitors, 1, Union-court, Liverpool.
PATRICK (Jas.), Shearns Inn, Northgate, Wakefield, York, innkeeper. Dec. 20; O. H. Simpcone, solicitor, 44, Kennedy-street, Manchester.
PIERCE (Robert), Clifton-grove, Clifton, Bristol, maltster and brewer. Dec. 10; M. Brittan and Sons, solicitors, Albion Chambers, Bristol.
PHILLIPS (Geo. K.), Worthing, Esq. Feb. 1; Emmet and Emmet, solicitors, 2, Harrison-road, Halifax.
RICHARDSON (John), Alford, Lincoln, gentleman. Dec. 1; L. Jos. Brackenbury, solicitor, Alford.
ROUND (Daniel Geo.), Portland House, Edgbaston, Birmingham, and of the Hange Colliery and Furnaces, Tividale, Tipton, Staffs. Esq. 31; Wm. S. Allen, solicitor, 33, Waterloo-street, Birmingham.
TALFOURD (Field), 103, Sloane-street, Middlesex, artist. Dec. 1; H. M. Phillips, solicitor, 10, Old Jewry-chambers, London.
WATSELL (Rev. John D.), Risby, Suffolk. Dec. 1; Kitchener and Fenn, solicitors, Newmarket.
WELLESLEY (Mary D.), 3, Spanish-square, Manchester-square, London, widow. Dec. 1; Leman and Co., solicitors, 51, Lincoln's-inn-fields, London.
WEST (John), Green-lanes, Stoke Newington, Middlesex, nurseryman. Nov. 23; T. Gregory, solicitor, 18, Clement's-inn, Strand, Middlesex.
WILLINGTON (Jos.), Fen-end, Balsall, Warwick, Esq. Dec. 21; G. and F. R. Moore, solicitors, 2, Church-street, Warwick.

REPORTS OF SALES.

By Messrs. BEADLES, at the Mart.
Northamptonshire, near Oundle, Freehold farm, containing 61a. 3r. 31p.—sold for £359.
Enclosures of land, 13a. 2r.—sold for £200.
By Messrs. NEWBORN and HARDING, at the Mart.
Herts. St. Albans.—Verulam Villa, freehold—sold for £480.
Middlesex, near Sandbury Station.—Marina Cottage, freehold—sold for £350.
Kentish-road.—Improved ground rents of £100 per annum, term 45 years—sold for £1850.
Nos. 11 and 13, Downham-road, term 44 years—sold for £565.
Haggerston.—Nos. 37, 39, and 41, Hertford-place, term 4 years—sold for £165.
By Messrs. EDWIN FOX and BOUTFIELD, at the Mart.
Gipsey-hill, Nos. 19 and 20, Camden-hill-villas, term 77 years—sold for £200.

COUNTY COURTS.

CHESTER COUNTY COURT.

Thursday, Oct. 15.

(Before W. TREVOR PARKINS, Esq., Deputy Judge.)

The New Judge.

On taking his seat Mr. TREVOR PARKINS said, that as Mr. Horatio Lloyd could not enter upon his duties until he had completed the revision of the Parliamentary lists in which he was engaged, and which would occupy him till the 19th inst., he (Mr. Trevor Parkins) had consented to act in the mean time. He said he felt quite certain that the appointment of Mr. Lloyd to this district would be regarded with satisfaction by all gentlemen practising in that court, and not only by them, but by the public of the city of Chester, where he was so well known, as well as by the public of the other towns within the district over which he would in future preside.

Bridgman, on behalf of his brother advocates, said they hailed with delight the appointment of Mr. Horatio Lloyd as judge of that court, as they all entertained a respect for his legal abilities, as well as for his good qualities as a gentleman. He (Mr. Bridgman) felt sure the appointment would give universal satisfaction, and so far as they could render him any assistance in his courts they would have great pleasure in doing so.

The following solicitors were present at the opening of the court:—Messrs. Bridgman, Cartwright, Tatlock, Duncan, Churton, and C. V. Royle.

JONES AND OTHERS v. PETERS AND OTHERS.

Equity—Decretal order—Form.

An application was made by Cartwright with respect to this equity suit, in which a decree was made at the last court. He appeared, he said, on behalf of George Peters and three or four others, and he complained that the decretal order had been drawn up behind his back, without minr

and that it contained a clause which entirely precluded him from going into the accounts. He read this, and contended that the minutes should have been submitted to the parties interested in the suit, so that they might have had an opportunity of saying whether they were correct. He asked that the order should be referred back to the registrar, so that the form of it might be agreed upon and settled.

Bridgman, who also appeared for one of the parties, said the minutes should have been submitted before the order was drawn up.

Marshall said he wished his friend, Mr. Cartwright, had given notice of his intention to make the application, because it seemed unfair on his part to presume that everyone concerned was necessarily present. In regard to this particular matter the ordinary course was followed. The late judge signed the decretal order, after Mr. Cartwright himself had consented to its general form. He (Mr. Marshall) understood also that notice was given to Mr. Cartwright to attend before the registrar, but no one came, and he (Mr. Marshall) did not know what the application was for, unless it was that Mr. Cartwright should have the conduct of the sale.

Cartwright then started a discussion as to the want of notice, saying that he never heard of such a thing as drawing up an order behind one's back. He also complained of the plaintiffs seeking to take away property which had been in the possession of his clients sixteen or eighteen years, and upon which he had a claim for repairs done.

Marshall emphatically contradicted this. He had asked if the defendants would consent to a power of sale being inserted in the decree, and the reply was, "Yes." Upon that it was inserted, and, in justice to the registrar, Mr. Marshall said he must ask him to state what took place.

The dispute was continued for some time, and on *Taylor*, solicitor for plaintiffs, coming into court, he said the order was drawn up and signed by the judge with the consent of all parties, but as he (Mr. Taylor) did not wish to take any advantage, if there was anything to object to, he would consent to the order being referred back to the registrar, and accordingly it was so referred.

NEEDHAM v. LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Application for new trial.

IN this case at the last court a verdict was given for the defendants.

Marshall (instructed by *Massey*) now appeared to set aside the decision, on the ground mainly that it was against the weight of evidence. The plaintiff is a cattle dealer who resided at Lichfield, and he claimed £30 damages from the defendants in consequence of the delay of live stock in transit. With reference to the defendants' case, which was that there were only two trains from Lichfield to Chester, one at five in the afternoon and the other at seven in the evening, and that it was impossible to bring the stock quicker than they were brought, Mr. Marshall said that the station master at Lichfield was called, but was examined only as to the trains between the city of Lichfield and the Trent Valley line, as it was said, being a local station master, he would have no practical knowledge of the working of the line, and the only evidence was a time bill showing the trains between Lichfield city station and the Trent Valley station. He (Mr. Marshall) asked for an inspection of the whole book, but the learned judge said he did not think the other time tables would have any particular bearing upon the case, and in fact they were not examined. It then became a question as to the credibility of the station master against the plaintiff. The latter said he arranged to have his stock at the station by seven o'clock, so that they might be sent away by half-past eight, and the former said he never agreed to any such thing. Looking at the time bill of the trains between the Lichfield and Trent Valley stations, the judge said it was improbable the station master should have made any such arrangement, and he believed him and gave him a verdict. The plaintiff proved that there were various delays between Lichfield and Chester, and though that was commented upon by the judge in strong terms, and it was wholly disregarded in giving judgment. Having stated further that fresh evidence would be given as to the stopping of the passenger train at Lichfield, by which it was said the stock could have been sent on, Mr. Marshall alluded to the fact that a jury was empanelled to try the case on the last occasion, but that he consented to leave it to the judge, owing to a strong intimation from him that it would be much better to try without one.

HIS HONOUR.—Do I understand you to say that the company relied upon time bills which were private?

Marshall.—Yes.

Preston.—Is there to be fresh evidence as to the conduct of the station master at Lichfield?

Marshall.—Yes.

Preston.—In what way?

Marshall.—He stated that he never sent goods waggons by the passenger train, and we have evidence to show that it was so.

Preston said his friend had forgotten, although he had stated what he (Mr. Preston) was bound to admit was perfectly correct, that the judge who tried the case was very much against him (Mr. Preston), and that it was only by his persistence in carrying on the case that the verdict was ultimately in favour of the defendants. The main point at issue was as to the conduct of the station master at Lichfield. The question was, whether he made a special contract with the plaintiff to send off the cattle at 8.30, and that being denied by the station master himself, the judge thought him more worthy of belief than the plaintiff. In the morning, when the cattle did leave, they went by a passenger train as far as the Lichfield lower station, but that was a stopping train, and not a fast train like the 8.30, and they were sent by that at the request of the plaintiff himself. There was no contract entered into on the Monday, and the judge upheld that view. Mr. Preston further argued that there was no unnecessary delay, and that the company were only bound to carry in the ordinary way. He also took the technical objection that on an application being made for a new trial an affidavit should have been filed, stating what the new matter was, and said that so far from the application being made in the interests of justice, it was simply an attempt to evade payment of £19. 6s. costs.

Marshall denied this, and said the plaintiff was prepared to pay at once. He also said that he had inquired into the practice of the court, and found that an affidavit was unnecessary.

There was then some discussion as to costs, in the course of which the registrar was appealed to, and ultimately

HIS HONOUR decided to grant the application for a new trial by a jury, the plaintiff paying costs of the former trial.

DRIFFIELD COUNTY COURT.

Saturday, Oct. 10.

(Before F. A. BEDWELL, Esq., Judge.)

SHEPHERD v. STRAKER.

Cheques deposited with a stakeholder—Lawful game—Right to recover.

THE plaintiff is a horse dealer at Beverley, and the defendant is an innkeeper at Driffield. They met at the Buck Inn, Driffield, and agreed to play at billiards for £10 a side, the plaintiff putting down cash to that amount in the hands of a stakeholder, and the defendant covering the £10 with a cheque on his own banker to that amount. The plaintiff won the game and the cash and the cheque were handed to him. A second game was then played on the same terms and with a like result. The stakes were then raised to £20 a side. Again plaintiff deposited cash and the defendant a cheque, and again the plaintiff won, and the cash and cheque were handed to him. Payment of the three cheques was stopped by the defendant. An action was then brought by the plaintiff for the recovery of £40, the amount of the cheques.

Summers, of Hull, appeared for the plaintiff.

White for the defendant.

Summers argued that the stakes having been deposited in the hands of a stakeholder, the case came within the meaning of the 8 & 9 Vict. c. 109, s. 18, under which where a person subscribed or made a contribution towards any money to be awarded to the winner of a lawful game, the winner was legally entitled to the amount. The cheques had been treated as cash, and were deposited in the hands of a stakeholder to abide the event.

White contended that the case did not come within the above Act, for, according to the 15th section, bills of exchange given for gaming were specially excepted, and the 5 & 6 Will. 4, c. 41, contained the law affecting the present case, under which any bill of exchange or note for money won by gaming was deemed to be given for an illegal consideration. A cheque was in effect a bill of exchange, and the plaintiff could not recover.

HIS HONOUR, in giving judgment, said this was a case of considerable importance. So far as he could find, the case was not covered by any authority; he could not find any decision upon the exact point; the statutes applicable to the case were the 9th Anne, c. 14, 5 & 6 Will. 4, c. 41, and 8 & 9 Vict. c. 109. By the first Act it was enacted that all notes, bills, bonds, judgments, mortgages, and other securities given where the consideration was for any money won by gaming should be utterly void. By the 5 & 6 Will. 4, c. 41, a very important alteration was made, which makes all fraudulent schemes for raising money at gaming equivalent to obtaining money by false pretences with intent to defraud, and it enacts that all contracts by way of gaming shall be void, and no one shall recover any money won as a wager, or which shall have been deposited in the

hands of any person to abide the event. It was to that Act that they must look for the law applicable to the present case. Billiards was a perfectly lawful game, and that Act recognised that it was lawful to play at lawful games to the extent of subscribing for a prize or sum of money to be awarded to the winner, and if these cheques were not agreements to contribute to the winner at a lawful game he was at a loss for a definition to describe them. If he had only to deal with the 18th section he should have no difficulty in deciding, but on the other hand, with the Act of the Queen they had to read the Act of Anne as altered by the Act of William IV. The two latter statutes enacted that no note or bill if given for money won at playing any game was given for an illegal consideration. But on the Act of Her present Majesty he should hold that the cheques were not money payments, but were given for money, and must be treated as having been given for an illegal consideration, and that the defendant was entitled to a verdict. In *Batty v. Marriot*, it was held that in a foot race where only the two persons who ran contributed to a stake, the loser could not recall his contribution, because the transaction was within the provisions of the 18th section of the 8 & 9 Vict. He could find no case bearing on the present one, and he must, therefore, express his own independent opinion on that point, and decide accordingly. The defendant, in his opinion, "held himself forth as having in effect contributed to a stake, though the money was not actually deposited," and, having done so, he was not within the reach of the plaintiff, and his verdict was for the defendant, with costs. His Honour added that he would grant a case, if asked.

NEWCASTLE COUNTY COURT.

Saturday, Oct. 24.

(Before T. BRADSHAW, Esq., Judge.)

The application for the committal of a Newcastle solicitor.

IN respect to the order made on Friday, requiring Mr. Anchor Thompson, solicitor, to pay £18 2s. 6d., or be committed to prison for twenty-one days, Mr. Thompson remarked that it was stated at that time that he had not paid the amount. The order was made for £11 3s., which was £3 too much, and his Honour remarked that what Mr. Edge said, and what he happened to know from the Registrar, was that the sum was really now about £18 odd, and that in consequence of his not having gone to Mr. Macdonald to make some arrangements to pay the money, Mr. Macdonald had engaged counsel, and applied to the court for an order for payment, that Mr. Thompson sent a cheque to the trustee, but the trustee had refused to receive it as it was not sufficient.

Thompson said that the matter stood thus: There was no doubt that his Honour made an order in July for him to pay £11 3s., and there was no doubt that that sum had not been paid. He had never received the £11 3s. in the first instance, and it was a question whether he should pay the money that he had received back to the estate. His Honour had held that whatever the debtor paid him he should pay back to the estate; he could not be called upon to pay what he had not received.

The Judge stated that he held that the sum of £8 2s. 6d. should be paid.

Thompson: The costs allowed to me by the Registrar amounted to £20, and—

HIS HONOUR.—My order simply refers to some money you have to pay to somebody.

Thompson.—The whole question is, how much should I get from the debtor?

HIS HONOUR.—The whole question is how much do you owe Mr. Macdonald?

Thompson said the original sum was £11 3s., and then there were £6 17s. 6d., making in all £18 2s. 6d. In July last he only went into the question he should pay the money back; he intended to engage Mr. Blackwall, but he was not at the court. However, the order not being made he wrote a letter and found that he had only received £8 7s., which would be the amount his Honour meant him to pay. Surely his Honour did not want him to pay more than he received.

HIS HONOUR remarked that the best plan would be to shorten the discussion, because it would not avail anything. After he had paid the £18 2s. 6d., then if the matter were brought up before him (his Honour) things might be corrected.

Thompson.—Statements have been made which have appeared in the newspapers and gone all over England, and I am the person named; if your Honour chose to make orders that I am to bear the brunt of—

HIS HONOUR.—I do not know what you mean by that, but my order yesterday was that you are to pay £18 2s. 6d., and when you have done that, if you feel aggrieved—

Thompson.—Certainly, I feel aggrieved.

His HONOUR.—Then make an application before me in the proper mode.

Thompson.—Then I hope you will say that Mr. Macdonald had no right to bring the proceedings of Friday, and launch me into all the newspapers in the kingdom.

His HONOUR.—I cannot express any opinion. Thompson.—And I will have to pay £3 that I did not receive?

His HONOUR.—If you do not pay you will have to go to prison for twenty-one days.

Thompson.—The money is all paid, except the £3; there is the cheque I sent the day before yesterday.

His HONOUR.—If you ask my advice, pay the money, and afterwards come before me with Mr. Macdonald, and I will do what I can to help you.

Thompson.—After the treatment I have been subjected to I cannot meet Mr. Macdonald on any terms whatever.

In answer to a further remark of Thompson, his HONOUR repeated that he could do nothing until the money was paid.

Thompson then retired from the court.

READING COUNTY COURT.

Wednesday, Oct. 24.

(Before H. J. STONOR, Esq., Judge.)

BECKE v. GREAT WESTERN RAILWAY.

Railway company—Carriers of passengers—Unpunctuality—Void regulation.

The plaintiff appeared in person; Wightman Wood appeared for the defendants.

His HONOUR.—This is an action tried by me at the July Court, previously to the vacation in August, upon which I reserved my judgment until the September Court, and, at the request of the defendants' counsel, I further postponed it until the October Court. The plaintiff, who is a solicitor, is treasurer of the County Court of Henley and other places, sued the defendants for 6s. 6d., the expense of a conveyance from Twyford to Henley, which the plaintiff incurred in consequence of the defendants' non-performance of a contract by them to carry him from Reading to Henley by a certain train. The facts to which the plaintiff deposed, or which were admitted, are as follows: On Tuesday, the 5th May, the plaintiff took a first-class return ticket from Reading to Henley by the train timed by the defendants' tables to arrive at Reading at 10.25; to leave Reading at 10.30; to arrive at Twyford at 10.40, to leave Twyford at 10.45, and arrive at Henley at 11 a.m. The train arrived at Reading punctually at 10.25, but did not leave Reading till 10.39, so that it was detained at Reading nine minutes beyond its proper time. On arriving at Twyford, the plaintiff found that the train to Henley had just left, and there was no other train for an hour. He took a fly and got to Henley in about half an hour. The delay at Reading was occasioned principally by the want of porters to put luggage into the train. The train was a very light one, the plaintiff being the only first-class passenger. The plaintiff had frequently witnessed delays at the Reading and other stations on the defendants' line occasioned by the same cause. The plaintiff admitted that he was cognizant of a notice which the defendants prefixed to their time-tables, and that he purchased his ticket subject to such notice and to a regulation identical with such notice contained in the general regulations of the company. Such notice and regulation are in the following terms: "The published train-bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start from them before the appointed time, but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience or injury, which may arise from delays or detention, unless upon proof that such loss, inconvenience, injury, delay, or detention arose in consequence of the wilful misconduct of the company's servants. The granting of through tickets to places off the company's lines is an arrangement made for the greater convenience of the public, but the company will not hold themselves responsible for any delay, detention, or other loss or injury whatsoever arising off their lines, or from the acts or defaults of other parties, nor for the correctness of the times over other lines or companies, nor for the arrival of this company's own trains in time for the nominally corresponding trains of any other company. Passengers booking at intermediate stations can only do so conditionally upon there being room in the train." The defendants declined to call any evidence, and contended, first, that the contract in question was not broken, inasmuch as it did not bind the defendants to convey the plaintiff to Henley at any given time, but only within a reasonable time, and that if the plaintiff had

waited and proceeded by the next train they would have conveyed him there within a reasonable time; and, secondly, that if the contract was broken, the defendants were not liable, because in order to render them liable, the plaintiff was bound by the above regulation to show that the delay arose from the wilful misconduct of the company's servants, and that he had failed to do so. On both sides it was intimated that the case was brought before me for the purpose of bringing it before the Court of Appeal, so as to settle the important question of the liabilities of railway companies as carriers of passengers for delays upon their lines, which has lately been so frequently raised in County Courts. It is now exactly a year since Mr. Forsyth brought his action against the present defendants—the Great Western Railway Company—in this court, in which he proved that a train in which he had travelled had been prevented from arriving at Reading at the time specified in the table by repeated and considerable delays, apparently without any reasonable cause, and I then held that the defendants were bound to show reasonable cause for such delays, which the defendants failed to do, and I, therefore, gave judgment in favour of the plaintiff, with liberty to the defendants to appeal; but, unfortunately, they neglected to comply with the rules of the court relating to appeals, and lost the opportunity which was then afforded to them. Since then similar actions have been brought in several of the County Courts, and I believe that all my learned brethren before whom such cases have come, with the exception of the learned judge of the Bath County Court, Mr. Caillard, have taken the same view which I did, and that in every case liberty of appeal has been given, but that no appeal has yet been brought. The present case is certainly not nearly so strong a case of delay and apparent neglect as Mr. Forsyth's, and there is also a distinction between the two cases, inasmuch as Mr. Forsyth's contract with the company was subject to a different notice and regulation from that which is now contained in the tables of the defendants, and, in point of fact, the notice and regulation were altered by the defendants immediately after the decision of Mr. Forsyth's case, with a view of further restricting their liability. Such alteration consisted in omitting the following words:—

"Every attention will be paid to insure punctuality so far as practicable," which were prefixed to the notice, and the addition to the stipulation that they will not be responsible for delays or detentions of the following words:—"Unless upon proof that such delay or detention arose in consequence of the wilful misconduct of the company's servants." Reserving for the present the consideration of the validity and operation of the notice and regulation as altered, I will consider, first, the contention of the defendants that the contract between them and the plaintiff was merely to convey him to Henley in a reasonable time, and that the contract was not broken by the delay at Twyford, inasmuch as there was another train to Henley at the expiration of an hour which would have conveyed him there within a reasonable time. Now, I at once concede that the contract between the defendants and the plaintiff was to convey the latter to Henley in a reasonable time. Such was the liability of carriers of passengers at common law, and railway companies have only the same liabilities. This is expressly declared by the 89th section of the Railway Clauses Act 1845 (which, I presume, is incorporated in the Great Western Railway Act; at all events, so far as the Henley Branch Railway); but, independently of that clause, I do not think that railway companies would be further liable than other carriers of passengers at common law. What, then, is the liability of carriers of passengers at common law? Simply to use all reasonable means to convey passengers to their destinations in the reasonable times which they have expressly fixed on, which, if not so fixed, juries may determine. Before the introduction of railways there were frequently coach proprietors who agreed to perform their journey in so many hours, and, therefore, to use every reasonable means and diligence for that purpose, and if by reason of their neglect of such means or want of such diligence they failed to complete their contracts there can be no doubt that actions must have lain against them. Of course, the condition of the roads which were not under their control and many other circumstances, and especially sudden accidents, would have been valid defences to such actions, and therefore they were often very difficult to try. Moreover, the proprietors seldom if ever entered into these special contracts as to time excepting when there was great competition, and then they used their best endeavours, as did also their servants (who were often stimulated by a system of premiums or fines), to perform these contracts with the greatest exactitude. Actions for the breach of such contracts were consequently very rare, and I have not been able to find a report of any case of the kind. In most cases, however, the coach proprietors merely con-

tracted to convey the passenger to a particular place without specifying any time, and were only bound to perform their contract within a reasonable time, which, as I have already said, was for a jury to determine, regard being had to all the circumstances of the case. Railway companies, on the other hand, have invariably fixed their own times of arrival, and thereby fixed what are reasonable times, and if they fail, from want of due diligence, to perform their contracts, I think that they are clearly liable in the same manner as coach proprietors under similar contracts. Having the absolute control of their lines, and their lines being less liable to be affected by the weather than the roads, they have in these respects much less difficulty in performing their express contracts than coach proprietors. On the other hand, they are open probably to more numerous and more serious accidents as to their engines and carriages than the coach proprietors were as to their coaches and horses. But, however this may be, the effect of weather on the lines and accidents of many kinds will doubtless constitute valid defences to actions brought against them, as they did against actions brought against coach proprietors under similar circumstances. In the case of *Denton v. The Great Northern Railway Company* (5 El. & El. 865), the Court of Queen's Bench decided that the publication of time tables amounted to an express promise to run trains to the places and at the times stated, and Mr. Serjt. Wheeler, the learned judge of the Marylebone County Court, in his elaborate judgment in the case of *Turner v. The Great Western Railway*, last May (reported in the *County Courts Chronicle*, 4 N. S. 387, and also in the *Law Times and Law Journal*), observes with regard to railway companies, "that the question of reasonable time is no longer left at large, but is in fact fixed by the companies themselves, subject of course to accident which reasonable care could not provide against." In the present case it is quite clear that the absence of porters at the Reading Station, which reasonable care might (as far as appears) have prevented, caused the detention of the plaintiff at Twyford, and as he was able to procure a conveyance by which he got to Henley substantially half an hour sooner than the railway company were prepared to convey him by the next train, I think that he was justified in hiring it, and that (subject to the next question) he is entitled to recover its cost against the defendants. The next question which remains for me to consider is, whether the notice and regulation contained in the defendants' tables deprive the plaintiff of his right to recover against the defendants. Now, this notice and regulations as altered came before the learned judge of the Marylebone County Court in the case I have already referred to, and he there commented upon it so fully and so ably that I cannot do better than quote his remarks. Referring to the notice and regulation which came before me in Mr. Forsyth's case, he observes:—"The company's notice of August commenced with these words: 'Every attention will be paid to insure punctuality as far as practicable.' This really is all that the law requires. 'But,' continued the notice, 'the directors do not undertake that the trains shall arrive at the time specified in the time table.' Here I may remark that, irrespective of any notification by the company, the law does not imply any such undertaking, its requisitions being simply that there shall be no failure of punctuality for want of reasonable care or diligence. The notice then adds, 'Nor will the directors be accountable for any loss, inconvenience, or injury which may arise from delay or detention,' and subject to their paying every reasonable attention, they would not be accountable for the consequences of any delay or detention. Since August, however, the notice has been materially changed. The passage about paying every attention to insure punctuality is omitted, and the company expressly promise nothing, but the omission is immaterial, because what they do not promise the law implies against them. The next change is the addition to the stipulation that they will not be responsible for delay in the words 'unless upon proof that it arose from the wilful misconduct of their servants.' Upon the faith of their present notice, the defendants contend in effect that they are unfettered as to times of starting and arrival, notwithstanding their time tables, in the absence of proof of wilful misconduct on the part of their servants. To such a proposition it is somewhat difficult to listen with patience. In 1870, in the case of *Buckmaster v. The Great Eastern Railway Company* (23 L. J. 471 Ex.), which was an action for damages sustained by the plaintiff by reason of the company not starting a train as advertised in their time bills, and in which the plaintiff obtained a verdict, Martin, B., said that it was mere nonsense for companies to say, as in effect the company in that case had said, 'We will be guilty of any negligence we think fit, and we will not be responsible.' With respect to the notice in this case, the learn-

judge of the Marylebone County Court thus concludes: "I am of opinion that it is *ultra vires* so far as it professes to attach to the right of travelling on their own line, the condition that the company will not be responsible for any shortcomings of their servants not amounting to wilful misconduct, whatever that term may mean." In this view as to the invalidity of the stipulation in question I fully concur. It seems to me to be a monstrous proposition that the railway companies, who are bound by their special Acts and the Railway Clauses Consolidation Act 1845, s. 86, to carry passengers at rates fixed within certain limits, should be able to affix to their contracts with the passengers a stipulation which, if valid, would deprive the passengers of their common law right to the performance with due diligence of the company's contract with them and might hereafter be extended to the company's liability in respect of the personal safety of passengers. There is one other remark I would wish to add, viz., that the restriction as to the company's liability for not corresponding with other trains contained in the notice and regulation in question only extends to cases where their trains fail to correspond with trains of other companies and not with other trains of their own, which is the present case. Having stated my opinion as to the liability of the company at common law to the defendant and of the invalidity of the above notice and regulation so far as it restricts such liability in the present case, it still remains for me to consider the last point raised by the defendants, viz.:—Whether, if the notice and regulation were valid, and the plaintiff was bound by it to show wilful misconduct on the part of the defendants' servants, he has shown it in the present case; in other words, whether the absence of the porters through their own fault, or by the orders of superior servants of the company, was, under all the circumstances of the present case, in point of law, 'wilful misconduct,' and I think with some doubt that it ought to be so held, and on this point I beg to refer once more to the judgment of the learned judge of the Marylebone County Court, in *Turner v. The Great Western Railway Company*, and the authorities therein cited as to the legal interpretation of the words 'wilful misconduct.' The only case that I am aware of that militates against my view is that of *Russell v. The Great Western Railway Company*, (4 Co. Cts. Chron., N. S. 385), before the learned judge of the Bath County Court, to which I have already referred, in which he held that the altered notice or regulation was valid and operative to restrict the defendants' liability in cases of proved wilful misconduct on the part of their servants, but from what I have said it will be seen that I cannot concur in his view. Upon the whole I am in favour of the plaintiff on all the points of law and fact involved in this case, and a verdict will therefore be entered for the plaintiff for the amount claimed with costs, and with liberty to the defendants to appeal within one month.

THE NEW COUNTY COURT JUDGE FOR NORTH WALES.

MR. HORATIO LLOYD receives his appointment as County Court Judge for the Chester and North Wales District, amid a chorus of congratulations from his numerous friends in the locality, in which we most heartily join. The Lord Chancellor, in communicating the appointment, made some highly complimentary allusions to Mr. Lloyd's position and character on the North Wales Circuit; and expressed his conviction that, with his experience in Welsh practice, and the knowledge of the country he possesses, added to his general legal acquirements, his appointment would be most conducive to the public service. And this is the opinion, we are glad to say, which is universally formed. No one at the Welsh Bar, and very few on other circuits, have had more success in attracting clients; and that means work efficiently done and valuable practical knowledge acquired in doing it. For more than twenty years Mr. Lloyd has been a busy practising lawyer, in the criminal courts, at Nisi Prius, and in railway matters; and it is hard to say whether he will be more greatly missed on his retirement from this active theatre of labour, or from the society of his fellow members of the Bar, among whom his geniality had always given him a hearty welcome. It is still said by a few, indeed, and in a somewhat hesitating way, that a Welshman born ought to have been appointed. Well, Whig and Tory Governments have both tried, and neither of them have been able to find this clever native yet. A Carnarvon contemporary spoke of men high up at the Chancery and Common Law Bars who might be nominated; but if such gentleman of Welsh-speaking qualifications exist, they are like Scotchmen who have gone south—they don't care about returning to their native hills again. And it would be better, certainly, to have a good lawyer and a bad Welshman, than a good Welshman and a bad lawyer. The subject has become almost disagreeable to the persist-

ency with which the demand is urged, to the exclusion of all other considerations; but we feel sure that the new judge will have no difficulty in satisfying his keenest critics on this head by the exhibition of other qualifications which Welsh-speaking alone could not supply. One point has been discussed since the appointment was made, to which we may refer. It is asked whether Mr. Lloyd will retain the recordership of Chester? There is no statutory provision against his doing so, and there are several instances where both offices are in the same hands. We have not yet heard what Mr. Lloyd's definite intentions in this respect are, but it would not be difficult, perhaps, to form a tolerably accurate opinion. We are glad to find that an adjourned sitting of the October County Court is to be held next week, in order to clear off the arrears, which had become a standing dish under the old régime. The new judge will commence with a clean sheet, and we have not the least doubt that, with fairly frequent courts, the business of the public will be rapidly and efficiently transacted.—*Chester Chronicle*.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BILL OF EXCHANGE—CROSS ACCEPTANCES—AMENDING PROOF AFTER REALISATION OF SECURITY.—A bank carrying on business in Bombay sold to a Bombay firm acceptances of the bank for £25,000, payable three and four months after sight, in consideration of £5000 cash and bills for £20,000 drawn by the Bombay firm on a London firm, and payable six months after sight. All the bills were accepted. The Bombay firm indorsed the acceptances for £25,000 to the London firm. The bank being unable to pay the three months' bills when they became due, gave the London firm security for £10,000, the amount thereof. Soon afterwards the bank was ordered to be wound-up, and the Bombay and London firms both became bankrupt. The trustees of the London firm sent in a claim in the winding-up of the bank for £5000, treating the acceptances of the London firm as capable of being set off against those of the bank and they subsequently realised their security. They now sought to amend their claim (having ascertained that the bank had discounted all the acceptances of the London firm, and was not entitled to a set off in respect of them) and to prove in the winding-up of the bank for £19,000, the amount of the bank's acceptances, which were in the hands of the London firm at the date of the winding up order. Held (affirming the decision of Hall, V.C.), that as the London firm were indorsees for value, they were entitled to prove for the £19,000; that this proof must not be treated as a new proof, but as an amendment of the claim for £5000, and that, therefore, the amount realised upon their security should not be deducted from the £19,000. *Ex parte Macredie; Re Charles* (28 L. T. Rep. N. S. 828; L. Rep. 8 Ch. 539) explained: (*Re The London, Bombay, and Mediterranean Bank (Limited); Cama and Cyp's claim* (31 L. T. Rep. N. S. 234. Chan.)

JURISDICTION—SUSPENSION OF PROCEEDINGS—INJUNCTION TO RESTRAIN CHANCERY SUIT.—Where creditors have by the requisite statutory majority resolved, under the 110th section of the Bankruptcy Act 1861, to suspend proceedings in bankruptcy, and to have the estate wound-up by trustees, the Court of Bankruptcy has still power, under the 136th section of the Act, to determine any questions that may arise in the winding-up of the estate by the trustees, and will therefore restrain a Chancery suit for the administration of the estate: (*Ex parte Peniston, re Partridge*, 31 L. T. Rep. N. S. 259. Chan.)

COURT OF BANKRUPTCY.

Tuesday, Nov. 3.

(Before Mr. Registrar KEENE.)

Re SIDNEY and WIGGINS.

Composition—Registration of resolutions—Second liquidation petition—Failure of debtors to pay composition under first.

In this matter it appeared that the debtors filed a petition for liquidation in 1873, and under that the creditors agreed to accept a composition of 2s. 6d. in the pound, to be secured by certain promissory notes. This arrangement they failed to carry out completely, having paid some creditors 1s. 6d., and others nothing. A year passed, and the debtors incurred fresh losses and liabilities, and were unable to pay the composition, and being pressed by creditors they filed a second petition, under which a statutory majority of the creditors agreed to accept 6d. in the pound. The resolution came before Mr. Registrar Roche, who adjourned the case for a fortnight to enable the debtors to consider their position. It now came on before Mr. Registrar Keene.

F. Octavius Crump appeared as counsel for the debtors.

Myers (Parker, Watney, and Clarke) and Noakes (Rand Bailey) represented the opposing creditors.

The objections were stated in the notice of motion to be that the filing of the second petition was irregular and contrary to law, and not authorised or warranted by the Bankruptcy Act 1869, the previous petition and the resolution for a composition being still in force, and the creditors thereunder being still entitled to receive the amount of the composition; and further, that previously to the filing of the second petition application was made to the debtor's agent, and to the debtors themselves, for payment of the dividends under the first resolution, and payment had been refused; and that it would be inequitable to register the said resolution, on the ground that all those creditors who had already received a dividend of 1s. 6d. in the pound would, if such resolution was registered, receive 2s. in the pound on their respective debts, whilst those creditors who had not been paid the dividend of 1s. 6d. would, if such resolution were passed, receive 6d. in the pound only.

The REGISTRAR asked what could be said in answer to the objections of creditors.

Crump argued that, under the circumstances of the case, the debtors, by filing a second petition, had consulted the best interests of all their creditors; and further, that such a course was perfectly regular and legal. As to the equities of the case, it appeared by the affidavit of the debtors that when they first went into liquidation the report of a public accountant showed that their estate would pay a dividend of 4½d. in the pound.

Under great pressure, and with the assistance of relatives, means, it was thought, would be obtained to pay 2s. 6d., which therefore was fixed as the amount of composition. The non-opposing creditors had received notice of the days on which the agent of the debtors was prepared to pay the dividends, but they had preferred to wait until all the instalments were due. Consequently, they really ran the risk of the debtors being unable to pay, owing to subsequent losses. Such creditors, therefore, were not entitled to any consideration, whilst the general body of creditors would receive more than the assets justified in the first instance. The most important question was, however, as to the alleged irregularity. There was nothing in the Act which said that a second petition should not be presented if the debtors failed to pay the composition under the first. If there were, a debtor who agreed to pay a composition larger than his means allowed would be in a worse position than a debtor who paid the smallest amount which the creditors could be induced to accept. The compounding debtor, unable to pay his composition, could get no relief, although fresh debts had accrued—his estate would be liable to be swept away by the most diligent creditor. He would be at the mercy of his old and his new creditors, inasmuch as, by failure to pay the instalments, the debts revived: (*Staler v. Jones; Capes v. Ball; Edwards v. Coombe; Re Halton*.) It was said that the proper course to pursue was by passing a resolution to reduce the amount of the composition (*Re Glover, ex parte The Radcliffe Investment Co.*), but that was only one course open to the debtor, and there was nothing in the Act to prohibit the filing of a distinct petition which would have the same effect. Then what were the rights of creditors where the provisions of a composition were not carried out? They must apply to the court and satisfy it that the debtors could pay, and the court would then enforce payment; or they might adjudicate the debtors bankrupt. Here the creditors had agreed to that which was equivalent to bankruptcy—liquidation and composition. If bankruptcy were open to them, why should they be precluded from adopting liquidation? But, further, looking to the history of the bankruptcy law, it was expressly enacted by the Act of 1849 (s. 220) that creditors might annul a previous composition. There was nothing to prohibit this in subsequent Acts, and here the creditors had done that which was equivalent to annulling the previous resolution—they had passed another inconsistent with it. The former, therefore, fell through; the latter alone was valid. Being the expressed intention of the majority of the creditors, it was entitled to registration.

The REGISTRAR, without calling upon the representatives of the opposing creditors, said that his opinion was that the resolution was inequitable, and that the second petition was illegal. In the first place, it was inequitable because all the creditors were entitled to come in and get what they could under the first composition; secondly, the proceeding was illegal: there cannot be a second petition including debts which have been the subject of a first petition. The creditors had a right to say they would not take the 6d., and that they preferred that the debtors should go into bankruptcy. The creditors had a perfect right to object, and he refused to register. Solicitor for the debtors, William A. Crump.

BRADFORD COUNTY COURT.

Friday, Oct. 16.

(Before W. T. S. DANIEL, Q. C., Judge.)

Re H. H. NATHAN.

Liquidation—English and foreign creditors—Dividends.

His HONOUR said that this was a case in which the debtor carried on business in Bradford, and at Hamburg, under a different name. The same individual was really the man who carried on business at both places. There were assets and creditors at Hamburg, and according to the German law the creditors in Germany who appeared up the books of the firm as existing at Hamburg, were entitled to priority over all other creditors, and if there were sufficient assets at Hamburg, the German creditors were entitled to 20s. in the pound. There were also a large number of English creditors who would not be allowed, according to the German law, to participate in the German assets, and as he (the judge) understood it, all the creditors in this case—those who were recognized by the German law as having priority—had attempted to prove in the liquidation for the whole of their debts, so that as the proofs stood, if the trustee were now to declare a dividend in respect of all the debts, the proofs of which were on the file, including (if he might use the expression) those of the preferential German creditors, those German creditors would have an advantage over the English creditors, and what the trustee (Mr. Blackburn) wanted from the court was his instruction—he being prepared to declare a dividend—how that dividend is to be declared. Mr. Gardiner (who appeared for the trustee) had referred him to the case *Es parte Wilson, re Douglas* (L. Rep. 7 Ch. App. 490; 28 L. T. Rep. N. S. 489). In that case the amount that had been received in foreign assets had been ascertained, but in this case it had not been ascertained. In the case quoted the facts were that Mr. Douglas carried on business in England under the firm of Douglas and Co., and in Brazil under the firm of Douglas, Latham, and Co., but really Douglas was the only person interested in both. Mr. Douglas in England executed a creditor's deed under the Act of 1861. A certain Mr. Wilson held some bills which had been drawn by the Brazilian house upon and accepted by the English house. Douglas became bankrupt at Brazil, and by the Brazilian law, as by the German, the Brazilian creditors would divide amongst themselves the Brazilian estate. Wilson, as the holder of bills drawn by Douglas, was held entitled to prove in Brazil against the Brazilian estate, and receive a certain amount in respect of those bills. Having received those amounts, he claimed to be allowed to prove under the creditor's deed for the whole amount of his debt, and the Liverpool County Court judge allowed the proof. On appeal to the Leeds justices they held that the order was wrong in this respect—that having received a certain amount in respect of the bills, which amount in England was regarded as the whole of the debt, he could not receive a dividend out of the English assets without he accounted for the dividend received in Brazil. That seemed the point here, with the exception that the estate in Germany was not administered. What he should advise the trustee to do was to declare an equal dividend, but with regard to the German creditors, of whom he suspected the trustee had a list—

Gardiner.—Yes, we have a list, including those proved in Germany.

His HONOUR said that in that case there was no difficulty. He should advise the trustee to declare an equal dividend; but with reference to those creditors admitted to be entitled to participate in the Hamburg estate, the dividend should be retained until it was ascertained what proportion they had received. It might be necessary to re-arrange the accounts hereafter between the English and German creditors, but that was a simple matter for an accountant.

Gardiner observed that when the German dividend was ascertained, that matter could be easily adjusted.

His HONOUR.—Then you should at present declare an equal dividend, but as to the German creditors it should not be paid until the creditors show what they have received from the German estate.

BRISTOL COUNTY COURT.

Friday, Oct. 9.

(Before R. A. FISHER, Esq., Judge.)

Re JOSEPH BUMFORD.

Bankruptcy—Examination of bankrupt—Proceedings against debtor under Debtors' Act pending—Answers tending to criminate—Prosecution of bankrupt.

Carter, instructed by *Ward*, appeared for the trustee, Mr. J. S. Pitt; *Norris*, instructed by J. B. Williams, appeared for the debtor.

Carter said he appeared in that case upon an objection taken to the ordinary and usual jurisdiction of the bankruptcy court, to examine a bankrupt, or person in the position of a bankrupt, in reference to his affairs and estate, and he might say that the objection was rather premature, inasmuch as the debtor having been summoned before the Registrar for examination, objection was taken to his (*Carter*) putting any question at all. The main objection was that the bankrupt was being proceeded against under certain clauses of the Debtors' Act 1869, that the proceedings were still pending, and that the answers given to questions put to him, might tend to criminate himself.

His HONOUR: Am I to understand that the objection was taken in *limine*?

Norris replied that the objection did not proceed from him personally, but from the solicitor then instructing him. There were two or three cases reported in Deacon and Chitty, and, having regard to the ruling in those, he was afraid that he could offer no valid objection to the bankrupt being examined, but in common justice to him he would ask that his Honour would allow his examination to stand adjourned until after his trial, which took place at the ensuing quarter session.

His HONOUR apprehended that the objection was that the trustee was seeking evidence by the examination of the bankrupt with which to support the indictment.

Norris replied that that was so. The bankrupt was ordered to be prosecuted by Mr. Lloyd, was taken before the magistrates, and by them committed to take his trial. The depositions were now found to be of an unsatisfactory character, and it was with a view to strengthen them that the examination was sought.

His HONOUR inquired whether there was any case in point.

Carter replied that in the case *re Heath*, reported in Deacon and Chitty, Sir John Cross held that a bankrupt was bound to disclose his property though criminal proceedings were pending against him.

His HONOUR asked whether it was with the object of aiding the prosecution that the examination was sought.

Carter replied that his answer to that must be that they had a sufficient case before the magistrates to induce them to commit the bankrupt for trial.

His HONOUR remarked that the case which had been cited was some authority, but on reading the 96th section one would say that it did not contemplate criminal proceedings pending. Assuming that he granted the application, would it not be in the power of the judge trying the prisoner to say that the examination was taken after criminal proceedings were instituted, and at a time when it ought not to have been taken, and that therefore he would reject it?

Norris remarked that his Honour had power to adjourn the case. Suppose, for the sake of argument, that his Honour made the order that the debtor should be sworn and examined, he had simply to advise him not to answer the questions put to him. There was no physical power which could compel him to open his lips or to sign his examination, and the effect of that would be that the trustee would have to come before the court on affidavit, and with three days' notice, and move that he be committed for contempt.

His HONOUR inquired whether that was all put by way of terrorism.

Norris.—Not at all; but the trustee cannot compel him to answer.

Carter.—It means this, your Honour—if I can act legally I will, but if not, I will take another course.

His HONOUR remarked that he might say it was an inopportune time, and adjourn the examination. In order not to complicate the criminal proceedings—if the application was *bona fide*, and not with the intention of eluding the case—had he not better act upon that, and allow the criminal proceedings to take their course? The time seemed to him inopportune, and if he had the power he should adjourn the examination until after the criminal proceedings.

Norris observed that the 71st section gave his Honour ample power to adjourn the examination.

After some further argument, his HONOUR said he would adjourn the examination.

Carter said he proposed to ask the bankrupt some questions with regard to a certain proof.

His HONOUR observed that that was another matter, and, after some discussion, the bankrupt was sworn.

Norris.—Under my advice, he will decline to answer any question.

His HONOUR: How can he take that position?

Norris.—I admit I do put him in an unpleasant position. I am driven to it.

His HONOUR.—If a simple question is put, and he refuses to answer it, see where your client is—down on his knees directly.

Ultimately, upon an intimation from the court that the bankrupt might refuse to answer any question tending to criminate himself, *Norris* assented to his being examined, and he was asked some few questions as to the whereabouts of a creditor named George Lane, who had proved against the estate for £41, but the bankrupt said he did not know where he was, and had not seen him for two months. Being asked whether he would swear that he owed him £41,

Norris objected to the question, saying it was an attempt to impeach the proof which was on the file, and tended also to show that the bankrupt had fraudulently allowed the proof to be put on the file, there being no foundation for such a proof, and that was made an offence under the Debtors' Act.

His HONOUR admitted the objection, the examination was not pursued, and an adjournment to the 2nd Nov., which will be subsequent to the trial, was taken.

DERBY COUNTY COURT.

Saturday, Oct. 17.

(Before W. F. WOODFORD, Esq., Judge.)

WOOLLEY v. DISNEY.

Bankruptcy Act 1869—Interim order to restrain proceedings by creditor—Alleged fraud—Costs.

Heatall appeared on behalf of Mr. John Woolley, Scarsdale House, Ripley, to show cause why an interim order restraining him from proceeding in a certain suit against Mr. Disney, late of Morley Park Iron Works, should not be made absolute. He proceeded to read a lengthy affidavit made by Mr. Woolley, from which it appeared that person had a claim of £368, for the recovery of which he threatened to take proceedings. To prevent this, Mr. Disney offered to convey all his interest in an insurance which he had some years ago effected in the Customs' Fund, he being formerly a Customs' officer. On the 21st July Mr. Disney signed an agreement to deposit with Mr. Woolley all papers relating to the insurance, and also undertook, when required, to execute a proper conveyance or transfer of all his interest in the fund to Mr. Woolley. The conveyance was prepared early in August, but when presented to Mr. Disney he declined to sign it, and on the 10th of August he filed his petition. Such were the facts, as sworn to by Mr. Woolley, and he (*Heatall*) should contend that but for the fraudulent conduct of Mr. Disney his client might have issued execution, and have obtained payment of his account. His present application was that the court would not sanction such fraud, but would still leave Mr. Woolley at liberty to pursue Mr. Disney in accordance with the 15th section of the Debtors' Act, which says, "Where a debtor makes any arrangement or composition with his creditors under the provisions of the Bankruptcy Act 1869, he shall remain liable for the unpaid balance of any debt which he incurred or increased, or whereof before the date of the arrangement or composition he obtained forbearance by any fraud." The advantage which would have accrued to Mr. Woolley had the deed been signed was now beyond his reach, but he hoped he would still be allowed to have his remedy against Mr. Disney.

Leech, who appeared for Messrs. T. H. and H. W. Harrison, the trustees of the estate, said his friend Mr. Heatall had freely used the term fraud, but he should put a different complexion upon it, and he was glad to see that Mr. Woolley was present to hear what he had to say, and that was that it was Mr. Woolley himself who had committed the fraud, and was guilty of the offence he charged upon another. In this affidavit he says he had "threatened" to proceed, but the fact was that he had proceeded; he had issued a writ, but that fact he kept in the dark, and tried to conceal from Mr. Disney. He instructs his solicitor to proceed, and then, after he has the writ in his possession, he has the debtor at his house, in a friendly sort of way, and tries to induce him to give what, to use a mild term, would have been a fraudulent preference. Even if he had obtained it, in face of Mr. Disney's immediate insolvency, the transaction would not have held water; and if, on the other hand, he had issued execution in July, it was perfectly preposterous to suppose he could have secured payment of his account—all he could have done would have been to accelerate the filing of the petition, and therefore he was not in the slightest degree damaged by what had taken place. The course now pursued by Mr. Woolley was utterly unjustifiable and irregular, but it was in keeping with all his conduct in this matter. He came to the meeting of creditors, handed in his proof of debt, examined the debtor, and withdrew his proof and himself from the meeting; then he gave notice of an objection against the resolutions being filed, which he had to withdraw, and he then served Mr. Disney with a writ. The proper course would have been for him to have gone to the court of equity or of Chancery to have

enforced his right, if he had one, to the security he claimed, but it was not open to him to proceed as he had done. The 289th rule of the Act, which would guide the action of the court, was perfectly clear. It says, "Every creditor in respect of a provable debt shall, in the event of a liquidation by arrangement being resolved upon, be absolutely restrained from commencing, or continuing, or enforcing any proceedings whatsoever against the debtor or his property, notwithstanding that such creditor has not received notice of such general meeting, unless the court shall be of opinion that such creditor's rights shall have been prejudicially affected by the resolution, and that the estate would yield a larger dividend if administered in bankruptcy." His Honour would see that the wording of the rule was mandatory, all actions shall be restrained. He (Leech) need not argue the point further, and he was satisfied that Mr. Hextall had been obliged to bring the case into court against his own good judgment.

His Honour said he had no doubt upon the case. It was clear to him that there had not been any fraud on the part of Mr. Disney, and that Mr. Woolley had not been damaged by what had taken place. The remedy he sought was not a proper one, and the restraining order would be made absolute.

A discussion as to the payment of the costs took place, but His Honour said it was always better for them to follow the event. Mr. Woolley must pay all costs.

LANE v. DISNEY; HUNT v. DISNEY.

Bankruptcy Act 1869—Claim for wages—Servants—Contract for work to be paid by the ton.

In these cases it appeared that when Mr. H. W. Harrison, the receiver of the estate, was preparing the debtors' accounts he ascertained that there were large sums owing to men who had contracted to raise ironstone and coal at so much per ton, and some of whom employed numerous hands to enable them to carry out their contracts. Mr. Harrison held that these were not ordinary workmen in the employ of the debtor, but that they were contractors, benefiting largely by the services of the men they employed, and that they could only rank as ordinary creditors, receiving whatever dividend the estate might pay. Their claim to be paid in full was therefore rejected, and the present application was for an order upon Messrs. T. H. and H. W. Harrison, the trustees of the estate, to pay the whole of these sums in full as wages.

Briggs, who appeared for the applicants, said he must refer his Honour to the Truck Act (1 & 2 Will. 4, c. 37), in which it was first laid down that wages must be paid in coin, and also to the 25th section of the same Act, which defines what wages are. The cases of *Bowers v. Lovekin* and *Weaver v. Floyd*, also bore strongly upon this case, and he should also contend that as the rules of the Morley Park Works stated that all the men employed there should be regarded as the servants of Mr. Disney, they were entitled to the wages now claimed. The ironstone getters and the butty colliers were not contractors, but were artificers, and as such could claim the wages earned by themselves and by the men they employed.

Leech, who appeared for the trustees, said the Truck Act had nothing to do with the present question, which must be governed by the Bankruptcy Acts of 1861 and 1869. He would just refer his Honour to the excellent work of Mr. Manley Smith, in which, at page 170, was a case directly bearing upon this, which had not been set aside. But the most important case was that of *Eckersley v. Byrom*, reported in 22 L. J. 27 Bank., which runs thus: "Coal proprietors employed colliers to whom the work was let at so much per score basket, and each collier had a drawer attached to him. The colliers paid the drawers out of their earnings according to an arrangement between them (in which the coal proprietors took no part), and discharged the drawers as they thought fit without interference upon the part of the proprietors, except that both collier and drawer might be discharged for transgressing the rules of the mine. Upon the proprietors becoming bankrupts, and the colliers' wages being in arrear, it was held that the drawers were not servants of the coal proprietors, so as to be entitled to payment in full of their wages, there being no contracts between the owners of the colliery and the drawers." That, Mr. Leech said, was precisely on all fours with the present case. Mr. Disney could not be sued by any of ironstone getters or drawers for he never employed them, never paid their wages, did not even know what wages they earned, could not exercise the control of a master over them, and always regarded them as exclusively the servants of the contractors. Mr. Disney could have employed his own men to do the work, but it was customary and more convenient to let a pit off to a contractor, who raised the stone at his own convenience. The fact that the contractor's men

were said to be the "servants" of Mr. Disney was solely for the purposes of the Mines Regulation Acts, which imperatively require such control to be exercised by the owner, agent, or manager, and it was stated on oath by Mr. Disney, and could not be denied, that this was the only control he had over them. The fact was beyond dispute that between the ironstone getters and drawers and Mr. Disney there was no privity of contract, and therefore his estate could not be made liable for wages which their employers owed them.

His Honour said it was a most important question, and one which had not come under his notice. He would carefully read the affidavits and consider the question, and would give his decision next month.

Leech said perhaps he might be allowed to remark that if his Honour found, as no doubt he would, that the law was against the applicants, but would at the same time say it was a case in which the creditors should act generously and make some compensation, it might be of material service. The trustees were bound to take the legal objection, but both he and they would be glad for something to be done for the men.

NEWCASTLE-UPON-TYNE COUNTY COURT.

Saturday, Oct. 24.

(Before THOMAS BRADSHAW, Esq., Judge.)

Re SIMON; Ex parte LEVENE.

Liquidation—Special resolution—Injunction.

THIS was an application on the part of the trustee to make an absolute interim restraining order.

J. E. Joel appeared for the trustee, and H. L. Turner for Mr. Solomon Levene.

The facts of the case were as follows: An action had been commenced by Mr. Solomon Levene, of London, against Aaron Simon, in the Lord Mayor's Court, London, to recover the sum of £19 18s. Through an informality in the defendant's plea judgment was signed, execution issued, and the amount realised by the sheriff. On an application to set aside the judgment, an order was made by consent that the said judgment should be set aside on the amount of the levy being brought into court, to abide the event of the action. Subsequently the debtor (Aaron Simon) filed his petition under the 125th and 126th sections of the Bankruptcy Act 1869, and a resolution was come to at the first general meeting that his affairs should be liquidated by arrangement.

Joel contended that, by the passing of the special resolution for liquidation, all creditors were absolutely restrained from proceeding against the estate of the debtor, and that although the money had been paid into the Lord Mayor's Court under the order made, that did not make Mr. Levene a secured creditor; and that therefore the order should be made absolute.

Turner contended that the payment was a deposit *in medio*, being paid in to abide a particular event, and belonged to the party ultimately entitled; and in support of his contention cited the case of *Ex parte Tate, re Keyworth* (decided by the Lords' Justices) (43 L. J. 102, Bank.), and said that the judge had no power to make the interim restraining order absolute.

His Honour said that the money in court was a deposit *in medio*, and Mr. Levene was in the position of a secured creditor, and therefore dismissed the application with costs.

TUNBRIDGE WELLS BANKRUPTCY COURT.

Saturday, Oct. 24.

(Before Mr. Registrar CRIPPS, sitting as Judge.)

Re WILLIAM FITZE.

The Duties of a Trustee in Bankruptcy.

F. W. Stone (Stone and Simpson), applied on behalf of Mr. Joshua Robert Gower, the receiver, for an order on Mr. William Richard Huggins, the trustee of the property of the bankrupt, forthwith to pay him a sum of £14 9s. 9d., the amount of his taxed costs as receiver, and also to pay the costs of the application.

Barnard (of the firm of Barnard and Harris, London), appeared on behalf of the trustee and took a technical objection to the affidavits filed in support of the application on the ground that they had been sworn before the solicitor acting in the matter. He had himself a very important case in the Court of Chancery, and one of his affidavits was refused on this very ground.

The learned REGISTRAR said he had always been of the same of same opinion as Mr. Barnard and had ruled so in this court, but his decision was appealed from and reversed. He was continually being told by counsel of the highest authority that his decision was a correct one, but until he received directions to the contrary he must adhere to the decision of the judge.

Barnard said such a proceeding would not be allowed in any London court.

His HONOUR knew it was not the practice in London, but he was bound by Mr. Lonsdale's decision.

Stone said the judge held that where no real inconvenience were felt affidavits could be sworn before the solicitor in the matter. He then read Gower's affidavit, to the effect that the trustee had on hand funds sufficient to pay his claims, and produced a letter written to Mr. John Hammond, of Tidebrook Farm, the manager of the estate, by the trustee, authorising payment of his claim. An affidavit by Mr. Hammond was also read, showing that Mr. Henry J. Austen sold property on the estate, to the value of £114 6s. 4d., which had been paid to a Mr. Hunt, who had a claim upon the crops, &c. sold.

Stone argued on the strength of the case (*Ex parte Page, re Springall*), that the receiver was entitled to his costs first. In the case quoted there were two petitions, one in liquidation and one in bankruptcy, and the ruling of the court was (1) the receiver in liquidation; (2) the receiver in bankruptcy; (3) the solicitor in liquidation; (4) the solicitor to petitioning creditor; (5) solicitor of trustee in bankruptcy; (6) solicitor to petitioning creditor.

Barnard said that no portion of the money had been received by the trustee; on the contrary there was a deficiency. The receiver and trustee were officers of the court, and the receiver must show before he could recover that the trustee had money in hand wherewith to pay. The estate book which he produced would show conclusively that there never had been a balance in hand, and that all the payments had been for wages and work done upon the farm. He read the affidavit which had been filed by the trustee, showing that the amount realised by the sale had been paid over to a Mr. Hunt in part satisfaction of his claim upon the crops. The trustee was sworn and corroborated upon oath this statement.

His HONOUR said he should like to know who employed Mr. Austen, and to whom he had paid the proceeds of the sale, and whether the trustee had taken upon himself to pay it over to anyone without having the directions of the court.

Barnard said the trustee did not give instructions for sale, but Mr. Hunt did himself. Mr. Hunt was a member of the committee of inspection, and to him the proceeds had been paid over. The case quoted by Mr. Stone only referred to where a balance was in the hands of trustee.

Stone, in reply, said the Estate Book proved as clearly as possible that the trustee had money in hand, and Mr. Hammond in his affidavit had said that had he received directions in time he would have paid Mr. Gower's costs.

His HONOUR said the evidence before him was clearly in favour of the receiver. It was beyond all doubt the trustee had received moneys from time to time. He commented upon the absence of an affidavit by Mr. Austen or Mr. Hunt as to the sale, and made the order which the receiver asked by his notice of motion, with costs.

WOLVERHAMPTON COUNTY COURT.

(Before A. MARTINEAU, Esq., Judge.)

Re JAMES LIGHT.

Liquidation—Registration of resolutions—Adjournments.

Rhodes (from the office of Duignan, Lewis, and Co., of Walsall), on behalf of James Light, a liquidating debtor, moved the court, by way of appeal, for an order reversing the decision of the deputy registrar, whereby he refused to register resolutions passed at an adjourned meeting of the debtor's creditors, on the ground that the sense of the first meeting, which was competent to pass or reject resolutions, was not taken.

Young, barrister (instructed by Stirk), opposed the motion.—It appeared that at the first meeting, there not being sufficient creditors present to pass a special resolution, the creditors passed a resolution merely adjourning the meeting for a week; and at the adjourned meeting the resolutions for liquidation and appointment of a trustee now objected to were passed.

Rhodes contended that the creditor having attended the meeting and withdrawn his proof, had now no *locus standi*, and was estopped from now objecting, and that the deputy registrar ought not to have entertained the objections, as he was bound by the proceedings, which, in the absence of fraud and objections, proved themselves. The learned gentleman quoted several rules, and sections, and cases in support of his contention. [His HONOUR having overruled these objections:] He then submitted that the question was, whether the resolution to adjourn was valid, because if it were, then the absent creditors were precluded from objecting to the resolutions, as they were bound by them, and should have attended. He referred to the various sections and rules bearing upon that point, and relied on the cases of *Ex parte Pooley, re Russell; Ex parte Ord*, and others, as fully establishing the power of the minority to pass a simple resolution.

His HONOUR said he quite agreed with what

Mr. Rhodes had urged, but it appeared to him that creditors might everlastingly adjourn until they had tired out the dissentient creditor, and this would be an abuse the Bankruptcy Act never contemplated.

Rhodes replied, agreeing with his Honour, but said that the Bankruptcy Act created two classes of creditors—one which could pass special and the other ordinary resolutions; and that only had been done which they had been empowered by the Act to do. But further, it seemed to him that the abuse which his Honour had referred to was very much less than in the case of an only creditor who dissented for the sole purpose of extorting terms to induce him to assent.

His Honour said he should not trouble Mr. Young. It was an important question, and although it had been very ably argued by Mr. Rhodes, he was still of opinion that the Bankruptcy Act never intended to authorise adjournments, such as in the present case, which he thought had been resolved upon for the purpose of obtaining a majority, and that if creditors did not think it worth their while to attend, the creditors present had full power to pass or not to pass resolutions. He should consider the absent creditors as dissentients, although, for a reasonable cause, it was but proper a meeting should be adjourned; and he should dismiss the motion with costs.

Rhodes then applied for an order for a fresh first meeting of creditors, but

His Honour held he was bound by the case of *Ex parte Cobb* to refuse the application.

Rhodes then applied to his Honour to fix the amount of deposit, as he intended to appeal.

LEGAL NEWS.

NEW QUEEN'S COUNSEL.—On the first day of Term the following gentlemen having been appointed Queen's Counsel, were invited to take their seats within the Bar: Mr. Henniker, Mr. Serjeant Robinson, Mr. Talfourd Salter, Mr. Morgan Howard, Mr. Ambrose, and Mr. Edwards.

NEW COURT IN LINCOLN'S INN.—The new appeal court in Lincoln's Inn was opened on Tuesday. It contains seats for eleven judges. Until the Judicature Act takes effect, the Lord Chancellor and the Lords Justices will attend. The Lords Justices have now no separate court.

MR. D. M. AIRD, of the Middle Temple, author of "Blackstone Economised," &c., has undertaken a work that is nearly completed, the Civil Law of France to the Present Time, which combines all the rules of the Code Napoleon. He has appended explanatory notes, which show the analogy that exists between the laws of France and the leading principles of the Roman Law.

COURT OF BANKRUPTCY, Nov. 2.—This being the first day of Trinity Term, the sittings at the Court in Lincoln's Inn-fields were resumed. During the Vacation several improvements have been in progress, with a view to the consolidation under one roof of all the courts and offices, but the alterations are not yet completed. At present one court only is capable of being occupied, and, owing to the noise of the workmen in the adjoining chambers, the business was somewhat impeded.

ABOUT LAWS.—When you complain of high fees and expensive litigation to the lawyer, he has a right to say, "Is it your pleasure to have mysterious, complicated, and intricate laws, which require the reading and studying of a great many hundred volumes to understand, when you might have a simple, well-defined code, which each individual might have in his pocket, and perfectly understand, like the French people have at present as one of the fruits of their revolution? I am educated to decipher those mysterious hieroglyphics for you, that you may have justice; it is by that I live, and it is your agents or representatives who multiply the laws every year and increase the expense."

CENTRAL CRIMINAL COURT.—Monday morning, in accordance with an ancient custom on the first day of Michaelmas Term, a special session for the jurisdiction of the Central Criminal Court was held at the Sessions House in the Old Bailey in the presence of most of the Common Law Judges for the purpose of fixing the dates of the sittings of the court for the ensuing legal year. The judges present were Baron Bramwell, Mr. Justice Blackburn, Mr. Justice Keating, Mr. Justice Mellor, Mr. Justice Lush, Mr. Justice Brett, Baron Cleasby, Mr. Justice Grove, Mr. Justice Quain, Mr. Justice Denman, Mr. Justice Archibald, Baron Pollock, and Baron Amphlett. The Lord Mayor, as the Chief Commissioner of the Court, and Mr. Alderman Paterson, were also present. Mr. Avery, the Clerk of Arraigns, announced that the following days had been fixed for the opening of the sessions:—Monday, Nov. 23; Monday, Dec. 14; Monday, Jan. 11, 1875; Monday, Feb. 1; Monday, March 1; Monday, April 5; Monday, May 3; Monday, June 7; Monday, July 12; Monday, Aug. 16; Monday,

Sept. 20; and Monday, Oct. 25. That being the only business to be transacted the court was formally adjourned until Monday, Nov. 23, the customary proclamation of the Usher to that effect concluding with the words, "God save the Queen and all Her Majesty's Judges."

THE LAST LIBERTY OF ST. ALBANS QUARTER SESSIONS.—The last of the quarter sessions for the liberty of St. Albans has just been held. By an Act passed last session the old liberty of St. Albans was done away with, and the county divided into two divisions—the county division and the liberty of St. Albans division. The liberty of St. Albans as a jurisdiction began in the time of the Abbots of St. Albans, and was extended within the county of Hertford. In the reign of Henry III. a charter was granted to the abbots for holding of criminal jurisdiction. That charter was renewed again in the reign of Edward IV., and in the reign of Henry VIII. the jurisdiction of the abbots was again renewed, whereby justices were appointed to act on behalf of the Crown within the liberty of St. Albans, that liberty being the same boundary as the old liberty over which the abbots had authority in the county.

REFERRING to the case of the barrister who got nine months with hard labour at Reading, for obtaining money under false pretences, the London correspondent of the *Leeds Mercury* says:—"The unfortunate gentlemen in question was the son of a distinguished Chancery Master, and he himself made a start at the Irish Bar from which 'a career' was expected. He was the life and soul of his mess on circuit. How he dropped to the level he seems to have fallen to, only his immediate relatives can tell. If I don't mistake, he was a member of the 'Garriok' and of other well established clubs in town. He is connected with one of the most respectable families in the north of Ireland."

ECCLESIASTICAL CASES.—An application will shortly be made by Mr. Brooks, the Proctor for Mr. Maconochie, in the case of *Martin v. Maconochie*, to postpone the hearing in the Court of Arches until the case of *Roughton v. Parnell*, from York, in which similar questions arise, is decided by the Judicial Committee of the Privy Council. It has been erroneously stated that in the Presbytery case, *Coombe v. Edwards*, for ritualistic practices, Dr. Stephens, Q.C., and Mr. B. Shaw were for the prosecution. Dr. Stephens, with Mr. Jeune and Mr. Walter Phillimore, are retained for the defence, and are the counsel engaged in the appeal *Roughton v. Parnell*. Dr. Stephens will lead the prosecution against Mr. Maconochie, as in the former case, and Mr. Arthur Charles and Mr. Walter Phillimore the defence, retained by Mr. Brooks.

THE LATE REVISION.—Revising barristers are in conflict on a question which, measured by the number of persons whom it affects, is of considerable importance. It relates to the construction to be put upon the section of the Reform Act of 1867, by which the lodger franchise is conferred. At a recent sitting of the registration court for the borough of Greenwich, the revising barrister, Mr. Philips, delivered judgment on a claim in which the meaning of this section was brought directly under examination. The claimant held as tenant three rooms in a house wholly let out in separate apartments, the landlord not residing on the premises, nor in any way retaining to himself the general control of the house and the outer door, and the tenant having claimed for these three rooms as for lodgings occupied by him as a lodger, the only question to be considered was (the value and period of occupation being being sufficient) whether he had or had not occupied the longings "as a lodger." The revising barrister, in the course of a careful judgment, observed that the word "lodger" had by a course of decisions extending over a series of years, acquired a precise legal meaning—that, namely, of a person who has by agreement with the owner of a house (his landlord) the use and enjoyment of one or more rooms in the house, the legal possession being in the landlord. The question, then, in the case was, whether the word "lodger" in the 4th section of the Act of 1867 (under which the claim was preferred), was used in its ordinary legal meaning, or in a new and more extended one. He was of opinion that it was there used in the former sense. The Act provides that any part of a house occupied as a separate dwelling and separately rated, shall be a dwelling house, and thereby points to the case of a person being entitled to vote as an inhabitant householder for part of a house. Then the same Act introduces the lodger franchise in contradistinction to that of the inhabitant householder, and forming a different subject-matter of qualification; and the only mode of giving effect to this distinction was to take the word "lodger" in its ordinary legal sense. In this sense the claimant was not a lodger, the legal possession of the rooms being in him and not in his landlord. The claim was therefore disallowed; and without hazarding any opinion on this decision, it cannot but be noticed that the

opposite ruling would have had the effect of very widely extending the lodger franchise, inasmuch as in that case there would seem to be nothing to prevent any tenant, at all events of a portion of a house, who, being entitled to, has omitted to qualify himself for the householder franchise, from claiming to be registered as a lodger. However, an opposite decision to that of Mr. Philips has lately been delivered in another of the revising courts, and it is to be hoped that the question may be finally settled by a case taken to the Court of Common Pleas.

THE LORD CHANCELLOR AND THE JUDGES.—After the Lord Chancellor's reception of the Lord Mayor elect on Monday, the noble and learned lord received at breakfast the judges of the several courts, Queen's Counsel, &c. Among the dignitaries of the Bench and members of the Bar present were the following: The Right Hon. the Lord Chief Justice of England (Sir Alexander Cockburn), the Right Hon. the Master of the Rolls, the Lord Chief Justice of the Court of Common Pleas, the Lord Chief Baron of the Exchequer, the Lord Justice James, the Lord Justice Mellish, Vice-Chancellor Malins, Vice-Chancellor Bacon, Vice-Chancellor Hall, the Right Hon. Sir J. Hannen, Baron Bramwell, Mr. Justice Blackburn, Mr. Justice Keating, Mr. Justice Mellor, Baron Pigott, Mr. Justice Lush, Mr. Justice Brett, Baron Cleasby, Mr. Justice Grove, Mr. Justice Quain, Mr. Justice Denman, Mr. Justice Archibald, Baron Amphlett, the Attorney-General, the Solicitor-General, Sir Patrick Colquhoun, Mr. Serjeant J. Simon, M.P., Mr. Serjeant Robinson, Mr. Serjeant Parry, Mr. Serjeant Ballantyne, Mr. Watkin Williams, M.P., Mr. J. W. Huddleston, M.P., Mr. George Osborne Morgan, M.P., Mr. Morgan Lloyd, M.P., Dr. Winslow, Mr. F. Waller, Mr. H. T. Cole, Mr. H. Latham (Registrar), Mr. Richard Howell Leach, Mr. G. Morley Dowdeswell, Mr. F. Milne, Mr. T. Hughes, Mr. Pearson, Mr. Higgins, Mr. Herschell, Mr. Philbrick, Mr. O'Malley, Mr. Littler, Mr. Archibald Stevens, Mr. Jackson, Mr. Kempster, Mr. Teesdale, Mr. Kenyon, Mr. Ward, Mr. Farrer, Mr. Mitchell, Mr. Chitty, Mr. Locke, Mr. Lindley, Mr. Lopes, Mr. Liddell, Mr. Eddis, Mr. Fry, Mr. H. White, Mr. E. Kaye, Mr. Pridhoe, Mr. Swanton, Mr. Cotewold, Mr. Lumley, Mr. Charles Russell, Mr. West, Mr. Metcalfe, Mr. Lushington, Mr. Anderson, Mr. Taylor, Mr. Hanniker, Mr. Daniels, Mr. Fooks, Mr. Joshua Williams, Mr. Dickinson, Mr. Joseph Kay, Mr. Manisty, Mr. Arthur Shea, Mr. Field, Mr. Bagehaw, Mr. Bovill, Mr. Benjamin, Mr. Forsyth, Mr. Salter, Mr. Hawkins, Mr. Morgan Howard, Mr. Ambrose, Mr. Torr, Mr. Glasse, Mr. Marten, Mr. Webster, Mr. Southgate, Mr. Gates, Mr. Chambers, Mr. Bristow, Mr. Cotton, Mr. Kershaw, Mr. Tatham, Mr. Pigott, Mr. Little, Mr. Price, Mr. J. P. De Gex, Mr. J. D. Rochford, and many others. At one o'clock the Lord Chancellor proceeded to Westminster, escorted by a detachment of mounted police, followed by the judges according to rank. Pollock, B., Honyman, J., the Right Hon. Sir Robert Phillimore, and the Queen's Advocate were unavoidably absent from his lordship's breakfast.

POPULOUS PLACES.—The "populous places" clause has at length found a defender. The Solicitor-General, addressing the Preston Licensed Victuallers' Association the other day, said there was "undoubtedly a difficulty about populous places, but that difficulty, he seemed to think, had been successfully overcome. "The idea of the Home Secretary was," he said, "to include all places, or make it a law that all places of the character or form of a district with a local board of health, or anything of that kind, with a well-known and defined boundary and considerable population, should be allowed to keep their public-houses open till eleven o'clock; but there were places which did not come within the definition, and he tried to legislate for them, and the newspapers had taken upon themselves to laugh at the Home Secretary's legislation. He should like to see the newspaper that could invent a better definition of a populous place." A better definition than what? Mr. Cross never gave, and under the circumstances could not possibly have given, any definition of the thing at all; and what the newspapers "laughed at," if any were irrelevant enough to do so, was this very fact that the Home Secretary, having introduced into his Act a specific term, and having withheld the necessary data for defining it, then proceeded to call upon the licensing committees to furnish a definition of the indefinable. Surely it is too plain for argument that to call upon any body of persons to say whether a place is "populous" without in any way limiting their discretion as to what they may declare to be "a place" is as absurd as it would be to ask how much liquid it takes to fill a measure without saying what measure. It is quite possible, perhaps probable, that, with a few eccentric exceptions, the licensing committees will exercise their wide discretion reasonably, that they will neither make their measure too small and then declare it nearly full, nor make it too large and then declare it nearly empty. But, if so, —

have to thank them for it, and not Mr. Cross, who it will then be evident, might just as well have left out the word "populous" altogether, and declared that, subject to the "thousand inhabitants" limit, the licensing committees should have power to extend the closing hour till eleven, whenever and wherever they pleased.—*Pall Mall Gazette*.

LAW STUDENTS' JOURNAL.

MICHAELMAS EXAMINATION, 1874.

HINDU AND MAHOMMEDAN LAW, AND LAWS IN FORCE IN BRITISH INDIA.

EXAMINATION of Students of the Inns of Court, held at Lincoln's-inn Hall, on the 22nd, 23rd, 24th, 26th and 27th Oct. 1874.

The Council of Legal Education have awarded to—

Tyabjee, Abbas Shamsodeen, Esq., of Lincoln's-inn, a certificate that he has satisfactorily passed an examination in the subjects above-mentioned.

GENERAL EXAMINATION.

The Council of Legal Education have awarded to—

Anderson, Yarborough, Esq., of the Inner Temple;

Best, James William, Esq., of the Inner Temple;

Burton, Henry, Esq., of the Middle Temple;

Cornish-Bowden, Frederick James, Esq., of the Middle Temple;

Daugars, John William Gustave Leo, Esq., of the Middle Temple;

Fearon, Daniel Robert, Esq., of Lincoln's-inn;

Gatty, Stephen Herbert, Esq., of the Middle Temple;

Gillow, George William, Esq., of the Middle Temple;

Gilmour, Allen, Esq., of the Middle Temple;

Handley, Francis Frederick, Esq., of the Middle Temple;

Ianson, Charles Albert, Esq., of Lincoln's-inn;

Izard, William, Esq., of the Inner Temple;

Jollivet, Yves Pierre Antoine, Esq., of the Middle Temple;

Kisch, Henry, Esq., of the Middle Temple;

Law, David, Esq., of the Middle Temple;

Lyon, Andrew, Esq., of Lincoln's-inn;

Marjoribanks, Edward, Esq., of the Inner Temple;

Percival, Herbert, Esq., of the Inner Temple;

Platt, Hugh Edward Pigott, Esq., of Lincoln's-inn.

Prosser, Walter Byron, Esq., of the Inner Temple;

Rickards, Arthur George, Esq., of the Inner Temple;

Roberts, Arthur William, Esq., of the Inner Temple;

Silvester, Ernest Frederic, Esq., of the Inner Temple;

Sly, Richard Meares, Esq., of the Middle Temple;

Sturgis, Julian Russell, Esq., of the Inner Temple;

Tamplin, Herbert Travers, Esq., of the Middle Temple;

Walker, John Bayldon, Esq., of the Inner Temple;

Waring, Arthur Thomas, Esq., of Lincoln's-inn;

Warrington, Thomas Rolls, Esq., of Lincoln's-inn;

Wasteney, William, Esq., of the Middle Temple;

Watts, Charles Newman, Esq., of Lincoln's-inn;

Woodruff, Cumberland Henry, Esq., of Lincoln's-inn;

Certificates that they have satisfactorily passed a public examination.

By order of the Council, S. H. Walpole, Chairman.

Council Chamber, Lincoln's-inn, 31st Oct. 1874.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

MANAGING CLERKS' CERTIFICATES. — I am much disappointed that the question of managing clerks' salaries, started by a letter from "A Managing Clerk," in your issue of the 10th inst., has not been followed up. I am persuaded that if the subject were supported in a proper and able manner the position of managing clerks would be improved. The salaries now given and offered to gentlemen who have been through an expensive and lengthened course of legal training are absurdly inadequate to the onerous and responsi-

ble services required of them. A managing clerk is responsible for everything in the office, for, as I have heard "a member of an eminent firm" observe, "the principal can do nothing wrong." In these days of unions why should not managing and future managing clerks, protect themselves by combination. I do not wish to see the levelling system of trades' unions adopted—let talent and industry be rewarded by all means—but a minimum scale of salaries might be agreed upon under which no admitted man should engage himself. I know there are many and serious difficulties in the way, but I leave these for other correspondents to deal with. A COUNTRY MANAGER.

THE REGISTRARSHIP OF THE LORD MAYOR'S COURT.—The Law, Parliamentary, and City Courts' Committee are quite as anxious as your correspondents profess to be that a fit and proper person should occupy the office of registrar to fill the vacancy occurring by the promotion of Mr. Brandon; and they have not lost sight of the fact that no one but a professional man (and he, too, a solicitor) should be considered eligible for such office. But it was thought that as Mr. Pawley had devoted twenty years of the best part of his life in the service of the Corporation in the discharge of his duties at the Lord Mayor's Court, it was but right in his particular case to make it the "exception," and grant him that promotion which the faithful discharge of his duties seemed to justify. Your correspondent (Mr. Masterman), is not correct in stating that he did what he could to frustrate the appointment of a non-professional gentleman; he simply sent round the usual address, applying for the appointment, and announcing his candidature to the committee. Speaking for myself as an individual member of the Profession, I am as anxious as anyone to maintain our rights and privileges, and I have watched with much interest the indications of the opinions of my legal brethren as conveyed in the columns of your very useful paper. I am only anxious that the proceedings of my committee should not be misunderstood, and that the reputation which the Corporation has always maintained, i.e., that of selecting the best man for the office (without party or any other consideration), may never even be questioned.

THE CHAIRMAN OF THE COMMITTEE.

COUNTY COMMITTEES UNDER LICENSING ACTS.—BARRISTERS AND SOLICITORS.—I have to express the thanks of myself and of the solicitors of Kent acting with me for your aid in giving insertion to our claims to be heard before the County Licensing Committee, and the grounds upon which such claim was made. The public will no doubt learn from your columns the result arrived at yesterday (27th Oct.), namely, that the justices, by a very large majority, reversed their order of last year excluding solicitors, so that henceforth the public will, in these licensing matters, have their choice of selecting their advocates as they think fit. The solicitors' memorial having been read, the justices (a very full assembly) intimated that they did not need to hear more than appeared on the memorial itself; and it is to be inferred, I think, that the mere statement in the memorial of the injustice of the rule of 1873 was sufficient to satisfy them that it ought to be at once rescinded. Probably also the justices may have felt that it was all the more graceful on their part to do so of their own accord directly it came to their knowledge that in making the rule of 1873 they had been led to a wholly untenable position. We never doubted the desire of the magistrates to do justice, nor their will to act independently, and our confidence has not been misplaced. The rule now made is all that is fairly needed, though I could, I believe, have satisfied the magistrates that, to say the least, it is extremely doubtful (and this is the opinion of many men at the Bar, as well as my own view) whether there is, in fact, any jurisdiction to make any rule at all on the subject of audience. I am aware the clerk of the peace entertains a different opinion; but he will, I know, forgive me if I do not accept his view of the subject as conclusive. In our memorial, and the accompanying letter, the solicitors stated that in their exclusion, in favour of the Bar, the public were prejudiced; and I was particularly requested to state to the justices how this statement was founded, and this I should have done if they had found it necessary to hear us. As it is, I feel it to be right to state shortly that we meant this: (1) that barristers assume the right (which is in practice constantly exercised) of taking a brief (and a fee with it) and then either never attending to the matter at all or else handing the brief over to some other barrister, who the client never saw or heard of, and whose assistance he finds to be a grievous incumbrance. This is no ideal impression of mine, nor any exaggeration; it is an absolute fact, of daily occurrence, though the public individually only know it, when they find they have to suffer

the consequences; (2) although a barrister may accept a fee, and although he may wholly neglect the duty involved in accepting it, in the way I have stated, he is not liable to refund the money paid to him, nor to be amerced in damages for neglect of duty. He cannot, it is true, recover his fees if not paid; but this is no disadvantage to him, because as a rule his fee is prepaid. Many other like anomalies and anachronisms, which the Bar love to call their "privileges," exist, and so powerful is the force of mere custom, so great the *vis inertiae* affecting all mankind, that these most extraordinary regulations are in full operation almost without notice by the public whom they most concern. No other trades unionism in England ventures upon such practices and presumptions. We have no ill-will towards the Bar—very far from it. Our simple wonder is that in their own interest they do not see and feel how desirable it is that they should, of their own mere motion and sense of right and reason remove or amend these strange practices. The giant, public opinion, may some day awake, after his long lethargy; and then the wail, "Too late!" may be heard, and much that is sound and sacred, much that has contributed and still contributes to the life and liberty of the British Constitution, may be swept away with the fungus of decayed usages which, like a huge parasite, canker and destroy the good fruit of a good tree. C. R. GIBSON.

STAMPS ON BUILDING SOCIETY MORTGAGES.—Referring to the opinion given by Mr. Dowell on this subject in your last issue, I would draw attention to the fact that the words used at the commencement of sect. 41 of the new act (relating to stamps) are "any society under this Act;" and by sect. 8, "Every society the rules of which have been certified under the repealed Act shall be deemed to be a society under this Act." Looking at the two sections together, would not the proper construction be that sect. 41 will be as applicable to a society certified under the old Act as to one incorporated under the new Act (both alike being according to sect. 7, "a society under this Act"), and that, therefore, all building society mortgages are now liable to stamp duty?

SOLICITOR TO A BUILDING SOCIETY.

BARRISTER-LANDOWNERS PREPARING CONVEYANCES TO THEIR VENDEES.—In the LAW TIMES of the 17th Oct. last your correspondent "R. W." commented on the form of conveyance adopted by the barrister-landowner immediately in question, such form having been published in the LAW TIMES of the 10th Oct. Amongst other omissions, "R. W." notices that of the habendum. Although the habendum is convenient, especially where there are several subjects of conveyance (in which case it enables the draftsman to give a summary of the intended effect), it is not essential. But it would be better to insert the habendum, and also the other operative parts and words to which "R. W." refers, for the use of them is for well defined purposes, and they are expressed in succinct language. The more serious defects in the form were exposed in the third of the resolutions of the Wolverhampton Law Society, published in the LAW TIMES of the 25th July last. The defects appear to be of two classes, namely, some ascribable to ignorance of conveyancing (as those pointed out by "R. W." and the want of proper attestations and indorsed receipts), and others to design—as, for instance, covenants for production of title deeds, and for further assurance. The correspondence which has ensued in your columns since publication of the resolutions has spread over the long vacation. But, at present, the name of the offender has not transpired, nor has it been announced that he has given a promise (asked for by the Law Society) to desist from the breach of etiquette complained of. Under these circumstances, and as legal business has now been resumed, it is desirable and fair that attorneys should be told the name of the "Q. C., M.P." who has usurped their professional rights, and has failed to appreciate the sources of his own advancement. J. F. D.

PROBATE AND DIVORCE SITTINGS PAPERS AND CAUSE LISTS.—Now that the offices of the Probate and Divorce Court are removed so far west as Somerset House, it would be well for those having authority in such trivial matters as the issue and sale of sitting papers and cause lists in connection with that court to consider their future course. Hitherto the Profession has purchased, at a somewhat excessive price, both sittings paper and cause list, but the Profession has not grumbled. Now it will grumble. Yesterday I applied to a well-known stationer in Doctor's Commons for a divorce sittings paper. He could not supply me with one. Why? The right of sale appears to be vested in the messengers of the court (who, I presume, are paid for their services by the court, and have no right to the

monopoly), and therefore the stationer could not sell the paper. So it appears that the intending purchaser must go west of Temple Bar before he can ascertain how his cause is likely to stand at the forthcoming sittings. Now I don't wish to complain of the prices charged hitherto by the messengers, although for their own sakes I trust they will now reduce them; but I hope that the Profession will not be compelled, because the messengers of the Court of Probate and Divorce wish to add a few shillings yearly to their income, to go to Somerset House to purchase a printed piece of paper which they might just as well buy of any law stationer in Doctor's Commons or Chancery-lane. X.

ATTORNEYS' CERTIFICATES.—The near approach of the time for renewal of Attorneys' Certificates to practise, and the penal severities of late legislative enactments render it necessary that your legal readers should become intimate with the terms of the various Acts of Parliament now in force regulating the continuance of their qualification as practising solicitors. Permit me to elucidate the necessity. By the 58th section of the Act (33 & 34 Vict. c. 97, known as the Stamp Act 1870), a duty of £3 per annum is charged upon all persons practising as attorneys within ten miles from the General Post Office, in the City of London, and a duty of £6 per annum on such as practise in England beyond that limit, with a reduction of a moiety of the duty on each certificate taken out within three years after admission or enrolment. By the 22nd section of the Act 23 & 24 Vict. c. 127, the duty on continuing certificates must be paid between the 10th Nov. and the 15th Dec. next following, both days inclusive, the certificate being dated the 16th Nov. and the duty accepted and denoted as paid on that day; the certificate is self-registering, and the name of the holder will appear in the next issue of the Law List. If the duty be paid subsequently to the 15th Dec., and on or before the 1st Jan. next following, the certificate will be antedated, and the payment of duty will be denoted by a date stamp, the certificate becoming operative only on that day. It also is self-registering, and the name of the holder will be published in the next year's Law List. By the same section it is further enacted that every certificate to practise issued after the 1st Jan. shall bear date on the day on which it is issued, and shall take effect as regards a qualification to practise on the day on which it is stamped, provided that (as prescribed by sect. 21 of the same Act) within a month of the payment of the duty thereon it be produced to the registrar for entry, in default of which production the certificate is to have effect only as a qualification to practice from the time when it shall be produced, unless otherwise ordered by a judge. By sect. 12 of the Act 37 & 38 Vict. c. 68, it is declared that any person acting as an attorney or solicitor without having in force at the time at which he so acts a duly stamped certificate authorising him so to do, shall be guilty of an offence under that Act and be liable to a penalty not exceeding £10 for each such offence, recoverable before a court of summary jurisdiction in the manner provided by the Summary Jurisdiction Acts. It follows, therefore, that the duty for the ensuing year on continuing certificates must be paid before the 16th Dec., as otherwise a penalty will have been incurred for each business transaction performed subsequent to the 15th Nov. preceding the day of payment and the actual day of payment, notwithstanding its having been made in time for the insertion of the holder's name in the Law List. The same penalty will likewise attach should a practitioner, the duty on whose certificate has been paid subsequently to the 1st Jan., fail to register his certificate within a month after the day of payment of the duty thereon, for each business transaction performed prior to the day of production to the registrar, unless otherwise ordered by the Master of the Rolls, in the case of a solicitor, or by a judge of one of the Superior Courts of Law at Westminster in the case of an attorney. Possibly the judges may rule that the expression of an intention to observe the terms and requirements of the Act is tantamount to a consummation, and temporarily legalise an attorney's practising pending the registration of this certificate. Such ruling, however, will not, it is submitted, release the practitioner from the penalties of the last-named Act, should he fail to register his certificate within the limited time, or not succeed in obtaining a full reviving order from a judge. The holders of continuing certificates are not, it would seem, entitled to a similar privilege; there is no power given by the Act to a judge to direct that a certificate, the duty upon which shall have been paid post the 15th of Dec., and prior to the 2nd of Jan. next following, shall have effect upon and from the 16th of Nov. preceding, or any subsequent period, and consequently to avoid the penalties of the Attorneys' and Solicitors' Act 1874, the duties on renewed certificates for the ensuing year should be paid on or before the

15th of Dec. next. Judging from the fact that a magistrate has already directed one [successful] prosecution of an uncertificated practitioner for an offence under the Act, and that a magistrate's clerk has impounded a document prepared by an unqualified person; the police executive appear to be intent upon availing themselves of the penal clause in the Act passed in the last session of Parliament, and hereinbefore referred to. EDWARD COX.

102, Chancery-lane.
Our correspondent is in error in stating that the attorneys' and solicitors' certificate duties are imposed by sect. 58 of the last Stamp Act. These are imposed by the 3rd section of that Act by reference to the Schedule. Our correspondent, moreover, having attempted a summary of Acts of Parliament in regard to these duties, should have referred to sects. 59 to 64 of the Stamp Act in question, by which, amongst other things, a penalty of £50 is imposed upon attorneys and solicitors practising without a duly stamped certificate. Too much prominence is given to the provisions of sect. 12 of the last Attorneys' and Solicitors' Act, imposing a penalty in certain cases.—ED. SOLS' DEPT.]

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.
N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

QUERIES.

1. **RABBITS.**—In the LAW TIMES for 6th June 1868, p. 100, there is an article headed, "Rabbit Law," which states that a very important question upon the liability of an owner for damage done by rabbits has just been decided in the Court of Queen's Bench. I am unable to find a report of the case. Could any of your readers inform me where and by whom the case is reported.

INQUIRY.

2. **RIGHT TO RENTS.**—A., by his will, devised unto his trustees a tenement, upon trust to sell, and, after payment of expenses, he instructed them to divide the proceeds amongst six persons therein mentioned; and he appointed B. his residuary legatee. The premises were sold by auction nine months after the death of the testator. Who is entitled to the rent accruing from the death of the testator to date of purchase? There is no devise of the rents and profits; if possible, cite case.

LEX.

3. **WILL.**—Testatrix directed her executors to convert all her estate and then divide it equally amongst her children. The will contains a clause, "And it is my wish, and I hereby direct and empower my said trustees, to pay the whole or any part of the shares above bequeathed to my son at the same time as their own shares are paid, or to retain the same in their hands and pay it to him by instalments as they may think most to his advantage." Testatrix died four years ago, and the executors have not and refuse to pay over either the legacy (which only amounts to £6) or any part thereof to the legatee, who is but a daily labourer, and asserts that he is in need of the money. Would anyone inform me if he can recover his legacy from the executors, and of any cases on the point?

LIS.

4. **MANORIAL COURTS.**—Perhaps some of your correspondents can refer me to a treatise on manorial courts. I am anxious to learn to what extent their jurisdiction still exists and can be enforced, and shall be glad of any information on the subject, and the manner of holding the courts may vary in different localities, but the powers must be the same in all, assuming they have not been allowed to lapse. Statute Law has made such havoc with these courts that there is little jurisdiction left to them; but it is not all taken away, and there are no doubt legal remedies which can be supported.

ENQUIRY.

5. **TAKING OUT CERTIFICATES.**—Is it necessary for an admitted managing clerk to take out his annual certificate if he occasionally conducts cases in the County Court for his principal, the latter of course having taken out an annual certificate? THOS. H. BISSTON.

6. **DISTRIBUTION OF ASSETS.**—What advertisements are necessary when the same takes place within twelve months from the decease of testator. A testator died in September last; the assets will be ascertained by May next. It is assumed that the liabilities will be shortly known. What steps should the executors take to free themselves from risk by distributing the assets within twelve months of testator's decease?

SUBSCRIBER.

Answers.

(Q. 88.) **HOTELS.**—Finding no reply to "Piscator's" question in the LAW TIMES of 26th Sept. last, I beg to refer him to the answer of the editors of the Justice of the Peace on the same subject, in that legal journal of the 24th ult., p. 684.

B. C.

(Q. 101.) **LEGACY DUTY ON LEGACY FROM STEPMOTHER TO STEPSON AND VICE VERSA.**—Let me (as the original querist), say "G. G." is quite wrong. "A. W. W." and "A. C. W." are right, and "E. T.", who says all three are "wide of the mark," is himself so. I thank him, however, for his reference to sect. 11 to 16 & 17 Vict. c. 51, which I had failed to lay my hands on to confirm

my own impression. In both cases the parties are strangers in blood, and as such £10 per cent. would attach; but the above section here steps in, and enacts in this case practically that the duty from stepson to stepmother shall be only 1 per cent., because that is the rate for legacies from a son to a father, and where a person "has been married to a husband of nearer consanguinity to the testator," she is liable only to pay the same rate as her husband would have been chargeable with. I refer my respondents to another query hereon this week.

PARADOX.

—The stepmother would be liable to duty at 1 per cent., she taking advantage of her husband's relationship to the stepson testator. The stepson, on the contrary, would have to pay 10 per cent., as he is no relation to his stepmother. If, however, he married his stepmother's daughter, then he would be liable to 1 per cent. only for the reason above stated. R. L.

—"E. F." appears to have placed a strange construction on the section of the Succession Duty Act referred to by him. That section enacts (omitting words inapplicable to the present case) that "where any person chargeable with duty under the Legacy Duty Act in respect of any legacy bequeathed to him or her by a testator, dying after the time appointed for the commencement of this Act, shall have been married to any wife or husband of nearer consanguinity than himself or herself to the testator, then the person taking such legacy shall pay in respect thereof the same rate of duty only as such his or her wife or husband would have been chargeable with if she or he had taken the same." Accordingly a legacy from stepson to stepmother is liable only to such rate of duty as would have been payable in case the legacy had been left to her husband, testator's father, namely, £1 per cent. But this section in no way affects the rate of duty payable on a legacy to a son of testatrix's husband by a former marriage, which consequently remains liable to the rate of duty charged by the Legacy Duty Act on legacies to strangers in blood, namely, £10 per cent. A. C. W.

—The correspondent "E. W." seems partly mistaken in his view of this question. Sect. 11 of the 16 & 17 Vict. c. 51, only applies to a person who marries anyone of nearer consanguinity to the testator, &c., than himself, and applies to a case where a stepmother has married the stepson's father. She is only liable to pay £1 per cent. The opposite case, however, where the stepson takes from his stepmother, is not within the above section, and he, being a stranger, in blood will have to pay £10 per cent. E. G.

(Q. 109.) **SUCCESSION DUTY.**—Absence from home prevented my replying to the query in the LAW TIMES of the 17th inst., as requested by "G. H." It does not appear from the question at what date the conveyance to G. H. took place, nor in what way G. H. disposed of the property by his will. Assuming, however, that the purchase took place after 19th May 1853, and, for the sake of explanation, that G. H. devised the property to Z. for life, then I take it that the succession duty payable by reason of the death of C. D. would be assessed under the will of G. H., according to the relationship of Z. to him. The claim for duty under the will of A. B., in my opinion, came to an end by the death of E. F.; but, admitting such not to have been the case, had G. H. survived C. D. the death of G. H. would seem to make a difference, for Z. does not come within the terms of the 15th section of the Act (16 & 17 Vict. c. 51), as the taking by him of the property confers a new succession, that section only providing for cases where no new succession arises. Mr. Hanson, in his Acts relating to Probate Legacy and Succession Duties (2nd ed., p. 338, in a note to sect. 15), says: "Where an expectant succession in real property is settled or devolves so as to create a new succession, only one duty is in any case payable, and that by the successor who first becomes entitled in possession, and upon the value of his own interest only, and at the rate to which he himself is liable according to sect. 10." It is not unlikely that the authorities will still claim duty under the will of A. B., resting their claim upon the recent decision of *The Solicitor-General v. The Law Rectory Interests Society*. I think, however, such claim, if made, may be resisted with every prospect of success. If "G. H." would like to see some MS. of mine bearing upon the subject, I shall be happy to lend them to him if he will send his name and address to the LAW TIMES office addressed to me.

THE WRITER OF THE ARTICLE OF THE 4TH JAN. 1873.

—"A. W. W." appears to have overlooked the fact that the portion which he quotes of the 15th section of the Succession Duty Act relates only to reversionary property, and not to death vested, &c., at the time appointed for the commencement of the Act. It is to the second branch of the same section that we must look for an answer to this question. Between the two branches there is an important distinction, the latter containing an exception (not contained in the former) expressed in the words "or by any other title not conferring a new succession." It is clear that, if the alienation of the remainderman had come into possession at the death of the tenant for life, he would have been liable only to the duty to which the remainderman would have been liable had he succeeded. But by the devise it appears to me that he has created a "new succession," which has been said to arise "whenever an alienation is made which is to take effect on the termination of a different or a new life." (See *Attorney-General v. Lord Eustace Cecil*, 23 L. T. Rep. N. S. 20.) This being so, it would appear that the commissioners, if they cannot claim two duties, can at least claim duty on either of the successions at their option. A. C. W.

(Q. 113.) **VENDORS AND PURCHASERS ACT 1874.**—The Act vests no estate in the administratrix, but only (sect. 4) enables her to convey. When a married woman conveys in exercise of a power, and not by force of any estate vested in her, I take it she need not acknowledge the deed. The section does not interfere with the descent of the legal estate to the heir-at-law, although the exercise of the power by the legal personal representative has the effect of divesting the estate. By sect. 5 a bare legal estate in fee simple is assumed to vest in the personal representative, who, if a

woman, may, under sect. 6, convey without acknowledging the deed. In neither case (sect. 4 and 5) has the woman any beneficial interest, so that there would seem to be no reason why an acknowledgment should not be necessary in one, and yet be necessary in the other. The point is not, however, entirely free from doubt, so that if the property will bear the expense, I should certainly advise an acknowledgment in order to be on the safe side. R. L.

(Q. 115.) **INTESTACY—DISTRIBUTION.**—The uncles and aunts being of equal degree of consanguinity, would be entitled equally to the personalty. R. L.

—According to 22 & 23 Car. 2, c. 10, and 1 Jac. 2 c. 17, if there be neither issue, father, brother, sister, nor mother, of the intestate living, the personal estate will be divided in equal shares amongst the next of kin. No preference is given in the distribution of an intestate's personalty to males over females. Therefore, there being no other relations, the property must be divided amongst such persons as are his next of kin, in equal shares, i.e., to the uncles and aunts equally. See *Williams on Personal Property*. E. J.

—By sect. 7 of the statute, A.'s estate will be divided equally among the uncles and aunts. *Buissieres v. Albert*, 2 Cas. temp., sec. 51.

—The personal estate must be divided equally between the uncles and aunts. In the distribution of an intestate's personal estate no preference is given to males over females, nor does seniority in age obtain any priority. "C. B. A." might consult with advantage the chapter in *Williams's Personal Property* allotted to Intestacy. A. C. W.

—In answer to "C. B. A.," the uncles and aunts take equally; any of them entitled to administer. The eldest uncle on father's side would inherit real estate alone. See *Hudson's Legacy and Succession Duties*. D.

(Q. 117.) **ACKNOWLEDGMENT BY MARRIED WOMAN.**—No acknowledgment is necessary. If the term were bequeathed to the daughters for their separate use, they can assign to the purchaser without their husbands' concurrence. If, however, the bequest were made without any reference to separate use, the husbands could assign without their wives' concurrence. R. L.

—No. That statute does not apply. The husbands are the parties to assign, though it is as well that the married women should join. See 1 *Rop. Husband and Wife*, 173. J. M.

—Undoubtedly the deeds by which the married daughters assign their shares must be acknowledged under 3 & 4 Will. 4, c. 74 (see sects. 77 and 79), unless, indeed, the property was devised to them for their separate use, in which case they might assign by deed unacknowledged: (See *Taylor v. Meads*, 11 Jur. N. S., 166.) A. C. W.

—If "Westward Ho" had read *Williams on Real Property* he would have seen that it is only necessary for married women to acknowledge conveyances of real estate, and not assignments of leaseholds, which perhaps he may know is personality. ARTICLED CLERK.

(Q. 118.) **EXECUTION OF DEED BY POWER OF ATTORNEY.**—If a purchaser takes a conveyance executed by power of attorney, the attorney should also execute a declaration of trust that he will stand possessed of the purchase money in trust for the purchaser until it is proved that the vendor was alive at the time of the execution of the deed, or, if dead, until the estate be duly conveyed to the purchaser. A. W. W.

(Q. 120.) **CONVEYANCE BY TRUSTEE OF POWER TO INVEST.**—Lend on mortgage only: (Will. Pers. P. iv. 1.) J. M.

(Q. 121.) **LEASE—BUILDING COVENANTS.**—I think it clear that the term merged in the fee upon B.'s purchase, and that the words quoted, "subject, &c." could not prevent it: (Will. Real P. 399; Sug. V. & P. c. 9). If the term had been assigned to a trustee to attend the inheritance, B. might have enforced the building covenant against A. or his personal representatives, not against his assignees: (Co. Litt. 385; 5 Rep. 16a; *Mayor of Congleton v. Pattison*, 10 East, 129.) But, as the term is merged, A.'s liability, which was only co-extensive with the duration of the term, is at an end. See also *Addison on Contracts*, c. 23; *Coote Land & Ten.* 309. J. M.

(Q. 122.) **DEVISE—DISCLAIMER.**—A. devisee can disclaim a freehold estate by deed: (*Townson v. Tickell*, 3 B. & Ald. 36; *Nicholson v. Wordsworth*, 2 Sw. 365; *Begbie v. Crook*, 2 Sc. 128.) J. M.

(Q. 124.) **WILL.**—A. can certainly insist on security being given out of the testator's estate for payment of her annuity: (*Hanning v. Style*, 3 P. Wm. 336; *Ferrand v. Prentice*, Amb. 273; *Hill v. Ratley*, 2 J. & H. 634.) She should take care that her right is not endangered by laches. J. M.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

THE following is a summary of the paper read by Mr. Eyles, at the meeting of the Incorporated Law Society, at Leeds, on the 21st Oct.

The object of the paper was to suggest a plan for enabling purchasers to record results of examination of land titles, with the view of rendering re-examinations of the same title less frequent.

The proposal was somewhat as follows:—(1) Purchasers might be authorised to file with the clerk of the peace for the county, city, or borough, or his deputy (or in Middlesex and Yorkshire with the deputy registrar) (a) a copy of the conditions of sale, and (b) a consent by their conveyancing

counsel and solicitor to act in the matter as public examiners, or in cases below a certain value a consent by the solicitor alone so to act. (2) The examination would proceed in the usual way. (3) Within a short time (to be prescribed) after execution of the deed of conveyance purchasers who had filed the before-mentioned papers might be authorized to file (c) a certificate of examination of title; and (d) a copy of the purchase deed; and this would complete the record. The certificate would be signed by the conveyancing counsel, or in cases below a certain value by the solicitor. The certificate, when signed by counsel, might certify that an abstract of title had been perused by counsel, and the deed of conveyance settled by him. That a good title, subject to and in accordance with the conditions of sale had been shown in the conveying parties. That the solicitor had certified to counsel that the originals of all the documents set forth in the abstract, or such other evidence of their contents as counsel was satisfied with, and all other evidence necessary, in the opinion of counsel, to verify the abstract had been produced, and that the abstract correctly stated all the material contents of every document; and that all requisitions, inquiries, and searches directed by counsel had been made and satisfied.

(4) The certificate, in cases below a certain value, if signed by the solicitor alone, might be to a somewhat similar effect with necessary variations. (5) It might be provided that the papers to be thus lodged should be open only to the inspection of the owner and persons authorised by him. (6) It might be provided that when an owner, who had so recorded the examination made on his purchase, subsequently sold, the purchase from him should, in the absence of stipulation to the contrary, bear the reasonable costs of the vendor as well as his own in respect of any re-examination which he might undertake of the title prior to the certificate, and trustees, whether vendors or purchasers, might be authorised to buy without examination of the anterior title, and to sell without permitting such an examination. It might also be provided that no solicitor for a purchaser should be responsible to his client for not examining the vendor's title prior to such a recorded examination, unless expressly required by his client to undertake such examination.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE 33rd half-yearly general meeting of the members of this association was held concurrently with the general meeting of the Incorporated Law Society, in the Philosophical Hall, at Leeds, on Thursday, the 22nd ult., Mr. Frederick Thomas Veley, of Chelmsford, Deputy-chairman of the Board of Directors, presiding. The attendance of members of the Profession was very numerous.

The secretary having read the notice of meeting, and the previous minutes, the report, as follows, printed copies of which were freely circulated in the room, was taken as read:

The board of directors have much pleasure in presenting this their thirty-third half-yearly report of the progress and operations of the Association.

During the past half year, 117 new members were admitted to the association, making with those elected during the previous half-year, a total accession of 181 new members within the year. The association has now an aggregate number of 2373 members enrolled, of whom 823 are life members, and 1550 annual. Twenty-nine life members are also annual subscribers. The board have had the pleasure of acknowledging, during the half-year, the valuable services of several members of the association, who, by their efforts in canvassing, materially assisted in thus adding to the number of the society's supporters.

The usual audited abstract of the accounts is appended, from which it will be seen that the receipts during the past half-year amounted to £1974 0s. 11d., which added to those of the previous half-year, make a total of £3335 19s. 3d. for the whole year.

Included in the receipts of the past half-year, is a donation of £100 from the executors of Miss Mary Gray Ratray, of London, deceased, in respect of which the board, as empowered by the 4th rule, have admitted as an honorary life member, Mr. Edwin Bedford, solicitor, of Haberdashers' Hall, London, one of the executors acting under probate of her will. The Directors have the pleasure also of reporting a donation of £25 (received since the account was closed) from Mr. James Anstey Wild, solicitor, of Ironmonger-lane, London, a life member of the association.

The anniversary festival of the association took place in June last, under the presidency of Lord Selborne, supported by many members of both branches of the profession, the result being a net addition of £538 4s. 6d. to the funds of the association.

During the past half-year the Board of Directors have paid in grants to one necessitous member, and to the necessitous families of ten deceased members, the sum of £550; and during the same

period £410 in relieving the necessitous families of thirty-four deceased solicitors, who were not members of the association. These amounts, together with the grants made during the previous half-year, make a total expended within the past year in assisting one member, and the necessitous families of thirteen deceased members, of £720, and a total of £645 in relieving the families of fifty-six deceased Solicitors who were not members; making in the whole £1365 granted in relief during the year.

Since their previous report the board have invested a further sum of £621 16s. 6d. in the purchase of India four per cents., increasing the total funded capital of the Association to £29,406 10s. 11d. stock; consisting of £6583 3s. 3d. Three per Cent. Consols; £7804 17s. 8d. India Five per Cents; £10,800. India Four per Cents; £3907 London and North-Western Railway Four per Cent. Perpetual Debenture Stock; £250 London and St. Katharine Dock Four per Cent. Debenture Stock; and £62 10s. Three per Cent. Reduced Annuities; producing together annual dividends amounting to £1176.

A balance of £213 11s. 1d. remained to the credit of the Association with the Union Bank of London, on the 31st of August, and a sum of £15 was in the Secretary's hands.

The Directors and Auditors, whose period of office will terminate at this General Meeting, are eligible and willing to continue their services if reappointed.

The Board have had the pleasure of convening this General Meeting to take place at Leeds, in which town the Association last met in 1864, and they entertain the hope that this renewal of the Society's visit may result in a large increase to the number of its friends and supporters among the profession there.

(Signed on behalf of the Board.)

PARK NELSON, Chairman.

The Chairman, in moving the adoption of the report and balance sheet, said that he wished to see more of the Leeds solicitors members of the association. According to the law list there were about 110 at Leeds, only twenty of whom were members. He had been conversing lately with a solicitor here about the association, and he feared that there was a prejudice against the annual dinners, upon which it was thought too much was expended. Now, it was true they had a public dinner once a year, but every member attending it had to pay a guinea for the privilege of doing so; not even the directors being free. The annual dinners were a good advertisement, and financially were a success; the result of the last, as appeared in the report, being a net addition of £538 4s. 6d. to the funds, and the expenses being only £46 1s. 6d.; besides a considerable increase to the number of annual subscribers. There was another point of objection—the association was glad to receive cases for relief, but one had been sent up from Leeds within the last year or two of a distressed solicitor there, to whom the association could not grant relief because of his not being a member; the rules allowing a grant of relief only to members or their widows and families, or to the widows and families of deceased non-members. At the last meeting of the Board, however, a donation of £50 was granted to the widow of a Leeds solicitor who had been a member, which he hoped would show the members of the Profession at Leeds the utility of becoming members. There was another instance he would like to bring under their notice as an example of the advantages to be derived from joining this association. It was that of the daughters of a gentleman of high standing in the Profession, whom he had himself known, and who had held numerous offices, and was much respected. He died, leaving his daughters, rather advanced in years, between five and ten thousand pounds; their only brother, a member of this association, succeeded to the business, and soon managed to squander both his own and their money, leaving them, at his death, utterly destitute. This association, the moment the case was brought before it, granted to each of the ladies £50. The association felt extremely obliged to the Council of the Incorporated Law Society for allowing it to hold its meeting with them, and deeply indebted to Mr. Bircham, the president, who had kindly occupied a portion of his vacation in obtaining a very long list of new subscribers. He moved the adoption and circulation of the Report and Balance Sheet in the usual way.

Mr. R. A. Payne (of Liverpool) had very great pleasure in seconding that resolution. He thought that the fact of there appearing on the report that they had expended £1300 in relief in one year to necessitous widows and children spoke volumes for a society so young as this, and he had no doubt that if some kind friend in Leeds would go among the eighty-seven solicitors who were not subscribers, they would be received with the greatest kindness, and the number might be reduced by one-half.

A discussion of some length then took place as to the propriety of raising a fund for the educa-

tion of the sons and daughters of those who had claims on the association; but the general opinion seemed to be in favour of increasing the general funds of the association, so that larger grants might be given, and that the education of children should be left to parents and guardians.

The report was then unanimously adopted. The directors and auditors were thanked for their services during the past year, and re-elected for the ensuing one.

Mr. Burton (of London) moved a resolution "That it is the opinion of this meeting that it is desirable that in any future anniversaries, the invitations should be confined to solicitors," it being an undignified course, he considered, for this association to issue invitations to members of the Bar and other gentlemen, and to expect them to contribute on such an occasion to the funds; the barristers having established a similar society for themselves, to which they did not ask the solicitors to contribute. The resolution, after some conversation, was seconded, and carried.

Mr. Burton said there was another matter upon which he should like to take the sense of the meeting, namely, as to the question of an amalgamation between this association and the other society of similar objects which confined its operations to the metropolis. He thought there could be very little question that the expenses of the two societies in going over some portion of the same ground must be greater than if they were united, and although a proposition of the kind had fallen through on a former occasion, he thought it would be well if the directors of this association were requested to confer again with the Law Association, in London, upon the possibility of an amalgamation between the two societies, and he was prepared to move a resolution to that effect. It being considered, however, desirable that Mr. Burton should first bring the matter before the Board of Directors, and then let it come before some future general meeting in an official shape, that gentleman undertook to do so.

A vote of thanks to the chairman, for presiding, terminated the proceedings of the meeting.

ARTICLED CLERKS' SOCIETY.

The annual meeting of this society was held at Clement's-inn Hall, on Wednesday the 4th Nov. 1874, Mr. H. H. Crawford in the chair. The officers of the society read their reports, which showed the society to be in a most flourishing condition, both financially and otherwise, and new officers for the forthcoming session, 1874-5, were elected.

The tenth annual inaugural meeting will be held at Clement's-inn Hall, on Wednesday evening next, the 11th inst., at eight p.m., Professor Leone Levi, F.R.S., &c., in the chair, who will deliver an address. H. T. Round, Esq., B.A., LL.B., will read a paper on "The Scientific Study of the Law," to be followed by a discussion, in which all present are invited to take part. The Hon. Sec. of the society, Mr. F. J. Baker, Rugby Chambers, St. James's-street, will be happy to forward tickets of admission to any gentleman on application.

PORTSMOUTH LAW STUDENTS' SOCIETY.

The inaugural address in connection with this society was delivered on Friday evening by the president, Mr. T. Cousins (clerk to the justices), at the Masonic Hall, Portsmouth. Several members of the Profession were present. Mr. Serjeant Cox, the learned recorder of the borough, has accepted the honorary presidency of the society.

SHEFFIELD LAW STUDENTS' SOCIETY.

At a meeting of this society, held on the 3rd Nov. inst., at the Lecture Room, 21, Church-street, presided over by Mr. Henry Ashington, the question under discussion was—"Is a husband who does not allow his wife, living with him, sufficient for her support, liable for necessities supplied to her from a tradesman, after express prohibitory notice by the husband?" Messrs. W. C. Anty and George Barras supported the affirmative, and Messrs. Wm. L. Shea and A. M. Wilson the negative side. The question was decided in the negative by a majority of five.

HULL LAW STUDENTS' SOCIETY.

The first ordinary meeting of this society for the session 1874-1875 was held in the Law Library, Parliament-street, on Tuesday week last, A. M. Jackson, Esq., solicitor, in the chair. The moot point "Does the exercise of the right of stoppage *in transitu* rescind the contract?" was discussed. Mr. J. M. Collier took the affirmative view of the point, while Mr. H. Lambert, Mr. G. A. A. Taylor, and Mr. E. C. Boden argued in the negative. On the voting being taken, the point was decided in the negative. A vote of thanks to the chairman concluded the meeting.

LAW STUDENTS' DEBATING SOCIETY.

At the usual weekly meeting of the society, held on Tuesday evening last, at the Law Institution, the question for discussion was No. 545, legal—Was the case *Hirst v. Bott* rightly decided? It was decided in the affirmative. The question for next Tuesday is:—Ought the absolute power of testamentary disposition to be restricted so as to disable the parent from entirely disinheriting his children?

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

J. READ, ESQ.

THE late James Read, Esq., solicitor, of Mildenhall, Suffolk, who died at his residence in that town on the 19th ult., in the seventy-ninth year of his age, was the only son of the late George Read, Esq., by Catherine Oddin his wife, formerly of Westwell, Kent. He was born in the year 1796, and was admitted a solicitor in Easter Term, 1818. He commenced practice in that year at Mildenhall, and afterwards entered into partnership with Mr. Thomas Archer. During the course of his practice he held the appointment of Registrar of the County Court, from the first establishment of the courts of this nature; he was also Clerk to the Mildenhall Fen Commissioners, Clerk to the Highway Board, Clerk to the Lakenheath and Hockwold Road, Clerk to the Mildenhall Burnt Fen Road, and Clerk to the Mildenhall Gas Company. For more than half a century Mr. Read's sagacity, taste, and ceaseless activity in public and private pursuits were turned to account in promoting the life and progress of the neighbourhood in which he lived. He was a patient and indefatigable archaeologist, and a great collector of matters of local interest, whether ancient or modern. According to the *Bury and Norwich Press*, he has left behind him a library of more than 2000 volumes, exclusive of his large legal library. "It contains, amongst others, about eighty volumes relating to the county and university of Cambridge, 100 volumes relating to Suffolk, and about an equal number relating to Norfolk; thirty-six volumes of the *Annual Register*, from its commencement in 1758 to 1793; a collection of interesting local and political tracts, in sixteen volumes, collected originally and indexed by the Rev. Robert Aspland; a most interesting private diary of William Coe, Esq., of West-row, date 1693-1729; the Court Rolls of Isleham Manors, date 1408; a burlesque translation of Homer, illustrated by Bunbury, of whose humorous and other engravings he had elsewhere an exceedingly numerous collection; and last, but not least, a large number of papers, documents, and curiosities of the parish of Mildenhall, collected with the hope that some one might yet, if it were after his death, come forward, with the time and ability at his command, to draw thence the materials for a complete history of that interesting parish to which he was so deeply attached." Mr. Read married Caroline, daughter of Mr. Thomas Archer, his former partner, by whom he has left an only son, Mr. James Read, who was admitted a solicitor in 1847; he was in partnership with his father, and is a commissioner to administer oaths and for taking affidavits. The remains of the deceased gentleman were interred in the family vault at Mildenhall, the funeral being attended by most of the principal inhabitants of the town.

SIR D. LE MARCHANT, BART.

THE late Sir Denis Le Marchant, Bart., of Chobham-place, Surrey, barrister-at-law, and many years Chief Clerk of the House of Commons, who died on the 30th ult., at his residence in Belgrave-road, in the eightieth year of his age, was the second but eldest surviving son of the late Major-General Le Marchant, of Manor le Marchant, in the Island of Guernsey, who was killed at the battle of Salamanca, and to whose sagacity are mainly due the introduction of the sword exercise, the establishment of the Royal Military College at Sandhurst, and various other military reforms. He was a brother of the late General Sir John G. Le Marchant, formerly Governor of Malta and some time Commander-in-Chief at Madras, whose death occurred at the commencement of the present year. Born at Newcastle-upon-Tyne in the year 1795, he was educated at Eton and at Trinity College, Cambridge. He was called to the Bar by the Honourable Society of Lincoln's Inn in 1823, and in 1830 he was appointed principal secretary to Lord Brougham, upon the latter attaining the Lord Chancellorship. In 1834 he was nominated to the office of Clerk of the Crown in Chancery. From 1836 down to 1841 he filled the post of

Secretary of the Board of Trade, and in the summer of the latter year he acted as Joint Secretary to the Treasury, during Lord Melbourne's Administration. In 1847, on the return of the Liberal party to power, he was appointed Under Secretary for the Home Department; but in the following year we find him again at his former post at the Board of Trade. In 1850 he was appointed Chief Clerk to the House of Commons, but retired in 1871, having held that important office rather more than twenty years. His services in that department, it will be remembered, were acknowledged by a formal vote of thanks from the House, proposed by Mr. Gladstone, and seconded from the opposition benches by Colonel Walslow-Patten (now Lord Wimmarleigh). On that occasion Mr. Gladstone bore public testimony to "the fair and equitable spirit in which Sir Denis Le Marchant conducted the business of the House of Commons, and his great desire to promote the efficiency of the establishment over which he presided by doing justice to all parties concerned." The baronetcy was conferred upon at the instance of Lord Melbourne, previous to his retirement from official life in 1841, and he held a seat in the House of Commons for a short time in 1846-47, as M.P. for Worcester, in the place of Sir Thomas Wilde (afterwards Lord Truro) on his first elevation to the Bench. The late baronet was not unknown in the literary world, having edited, with considerable ability, an edition of Horace Walpole's "Memoirs of George III." Sir Denis Le Marchant married in 1835 Sarah Eliza, fourth daughter of the late Charles Smith, Esq., formerly M.P. for Westbury, and sister of the late Sir C. J. Smith, Bart., of Sutton Park, Essex, by whom he has left two sons and a daughter. His eldest son, Henry Denis Le Marchant, who now succeeds to the title as second baronet, is a barrister-at-law of Lincoln's Inn; he was born in 1839, and married in 1869 the Hon. Sophia Strutt, eldest daughter of Lord Belper.

PROMOTIONS AND APPOINTMENTS.

HER MAJESTY has been pleased to appoint William Frederick Hayes Smith, Esq., to be Attorney-General, and Nicholas Atkinson, Esq., to be Solicitor-General for the Colony of British Guiana.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Oct. 23.
WAINWRIGHT, MANDER, and WHITHAM, attorneys and solicitors, Wakefield. Oct. 17. Debts by Mander.

Bankrupts.

Gazette, Oct. 30.
To surrender at the Bankrupts' Court, Basinghall-street.
ADYE, WILLETT, gentleman, New Kent-rd. Pet. Oct. 28. Reg. Spring-Rice. Sur. Nov. 13.
BUCHAN, JAMES, merchant, Gt. Winchester-st-bldgs, trading as Nankwell and Co. Pet. Oct. 28. Reg. Pepp. J. Sur. Nov. 11.
EDINGTON, JOHN DALRYMPLE, victualler, Summer-rd, Peckham. Pet. Oct. 27. Reg. Murray. Sur. Nov. 10.
GECK, GUSTAVUS, merchant, Little Trinity-la, Upper Thames-st. Pet. Oct. 27. Reg. Brougham. Sur. Nov. 13.
KNEBEL, SAMUEL FREDERICK, beadle to the Haberdashers' Company, Staining-la, Gresham-st. Pet. Oct. 27. Reg. Murray. Sur. Nov. 10.
To surrender in the Country.
CRANSHAW, ELIJAH, provision dealer, Oldham. Pet. Oct. 23. Reg. Tweedale. Sur. Nov. 11.
JAMES, EDWIN, late coal merchant, Newport. Pet. Oct. 28. Reg. Dep. Reg. Holden. Sur. Nov. 16.
JAKES, ROBERT, hair net manufacturer, Nottingham. Pet. Oct. 28. Reg. Patchitt. Sur. Nov. 16.
SWANN, HENRY, builder, York. Pet. Oct. 28. Reg. Perkins. Sur. Nov. 16.

Gazette, Nov. 3.

To surrender at the Bankrupts' Court, Basinghall-street.
ELLIS, ALFRED, Markham-sq, Chelsea. Pet. Oct. 30. Reg. Roche. Sur. Nov. 13.

To surrender in the Country.

EARDLEY, EDWARD; SPEAR, JOSEPH; and PINTON, RALPH, earthenware manufacturers, Tunstall. Pet. Oct. 30. Reg. Chalmor. Sur. Nov. 16.
HAWTHORN, CHARLES HARRIS, tailor, Bolton. Pet. Oct. 30. Dep. Reg. Holden. Sur. Nov. 16.
KAT, LEWIS RICHARD, gentleman, Ealing. Pet. Oct. 27. Reg. Ruston. Sur. Nov. 20.
TAYLOR, HENRY, warehouseman, Manchester. Pet. Oct. 29. Reg. Kay. Sur. Nov. 20.
WOOLLEN, JOHN, and WOOLLEN, MATTHEW, bone cutters, Sheffield. Pet. Oct. 29. Reg. Wake. Sur. Nov. 19.

BANKRUPTCIES ANNULLED.

Gazette, Oct. 27.

ANGERSTEIN, WILLIAM JOHN NETTLESHIP, gentleman, Northampton. July 1, 1874.
HOOLE, WILLIAM STEPHEN, Shrewsbury. Nov. 7, 1872.
LEES, HARCOET ALFRED, cotton merchant, Liverpool. June 23, 1871.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Oct. 30.

ABRAHAM, ISIDORE, clothier, Holloway-rd, Holloway, and Lambeth-wath. Pet. Oct. 24. Nov. 10, at eleven, at office of Sol. Gootly, Westminster-bridge-rd Lambeth.
ANDERTON, SAMUEL, lead merchant, Manchester and Higher Broughton. Pet. Oct. 27. Nov. 23, at three, at office of Sols. Sutton and Elliott, Manchester.
BILLINGTON, JAMES, seedsman, Leicester. Pet. Oct. 27. Nov. 16, at twelve, at office of Messrs. Morris, accountants, 6, Friar-la, St. Martin's, Leicester.
BRANSON, JOHN, grocer, Stoke-on-Trent. Pet. Oct. 30. Nov. 20, at eleven, at the Copeland Arms inn, Stoke-on-Trent. Sol. Sherratt Kidgrove.

PADDOCK, PHINEAS, builder, Walsall. Pet. Oct. 30. Nov. 17, at
Hall-street, at office of Sol. Bell, Walsall

PARKER, GEORGE, taylor, Leeds. Pet. Oct. 29. Nov. 17,
at two, at office of Sol. Harie, Leeds

PARTON, HENRY RANGER, grocer, Cardiff. Pet. Oct. 30. Nov.
16, at one, at offices of Messrs. Barnard, Thomas, Tribe and Co.,
Cardiff. Sol. Griffith and Corbett, Cardiff

PATTISON, ROBERT, tailor, Middleborough. Pet. Oct. 29.
18, at one, at Harker's hotel, York. Sol. Addenbroock

PERRY, EDWIN, draper, Union-st. Southwark. Pet. Oct. 24. Nov.
12, at one, at the Chamber of Commerce, 145, Cheapside. Sol.
Palmerston-buildings, Old Broad-st.

PICK, WHEATLEY LIGGINS, grocer, Derby. Pet. Oct. 28. Nov.
16, at three, at office of Sol. Gretton, Derby

PONDER, GEORGE, timber merchant, Borough-rd., Southwark.
Pet. Oct. 28. Nov. 10, at eleven, at the Railway hotel and Cross
Keys train, Blackfriars-rd. Sol. Medcalf, Gresham-buildings,
Basinghall-st.

PRINCE, JAMES, trainer, Purley Lodge, Patcham. Pet. Oct. 29.
Nov. 21, at eleven, at office of Sol. Goodman, Prince Albert-st.,
Barnham

REED, JOHN WILLIAM WYATT, baker, Exeter. Pet. Oct. 29.
Nov. 14, at four, at the Three Cranes Inn, South-st., Exeter

ROWLEY, JULIUS HENRY, clerk in holy orders, Walesby. Pet.
Oct. 29. Nov. 16, at eleven, at office of W. T. Paze, jun., Flaxen-
bold-st., York. Sol. Radley and Radley, Market-rd., York

SARRINGTON, JEFFERY, miller, Caldestan Mill, in par. Newport
Pagnell. Pet. Oct. 31. Nov. 16, at three, at the Swan hotel,
Newport Pagnell. Sol. Bull, Newport Pagnell, Bucks

SHARP, WILLIAM, land agent, Maidenhead. Pet. Oct. 29. Nov.
16, at two, at office of Sol. Harrison, Powke's-buildings,
Great Tower-st., London

SHEPLEY, ALEXANDER, grocer, Hyde. Pet. Oct. 31. Nov. 16, at
three, at office of Sol. Smith, Hyde

SHOWLES, THOMAS, plumber, Wainfleet All Saints. Pet. Oct.
30. Nov. 17, at two, at office of Sol. Smith, Wainfleet All Saints

SOLS. Thimbleby and Son, Spilsby

SOMERVILLE, THOMAS, out of business, Hulme. Pet. Oct. 30.
Nov. 23, at three, at office of Sol. Sutton and Elliott, Man-
chester

THOMPSON, MATTHEW HERBERT, painter, Felton. Pet. Oct. 29.
Nov. 13, at two, at offices of Sol. Nicholson, Morpeth

TOWN, WILLIAM, cattle dealer, Farcet. Pet. Oct. 28. Nov. 11, at
twelve, at the Wentworth hotel, Wentworth-st., Peterborough

TRANTER, JOHN, railway clerk, Sheffield. Pet. Oct. 29. Nov. 16,
at three, at office of Sol. Crang, Sheffield

UNCLES, JAMES, bare retailer, Bath. Pet. Oct. 28. Nov. 14, at
one, at office of Sol. Webb, Fountain-bdgs., Bath

WALSH, WILLIAM, wine and spirit dealer, Liverpool. Pet. Oct. 27.
Nov. 14, at eleven, at office of Sol. Old Jan, Wedgwood Chambers,
Burslem

WALSH, WILLIAM, wine and spirit dealer, Liverpool. Pet. Oct. 30.
Nov. 17, at one, at office of Sol. Harrie, Leeds

WATSON, GEORGE, grocer, Northgate, Harrogate. Pet. Oct. 29.
Nov. 16, at three, at office of Sol. Bell, West Hartlepool

WHITE, EDWARD, cornfactor, Savage-gardens and the Corn Ex-
change, Mark-lane. Pet. Oct. 31. Nov. 18, at twelve, at the Corn Ex-
change, Mark-lane. Sol. Parker, Watney, and Clarke, St. Michael's-alley, Cornhill

WILLIAMS, THOMAS, boiler maker, Manchester. Pet. Oct. 29.
Nov. 18, at twelve, at the Mitre hotel, Manchester. Sols. Potter
and Knight, Manchester

WINNER, ALBERT, boot manufacturer, Great Bridge, in par.
Tipton. Pet. Oct. 30. Nov. 13, at three, at office of Sol. War-
mington, Castle-st., Dudley

WISEMAN, GEORGE, baker, Richard-st., St. Leonard's-rd., Bromley-
by-Bow. Pet. Oct. 24. Nov. 11, at eleven, at the Blackwall Red-
way hotel, London-st. Sol. Rigby, Half Moon-crescent, Isling-
ton

WINTERTON, JOHN EDWARD, dealer in shares, Penge. Pet. Oct. 28.
Nov. 13, at three, at 19, Trinity-st., Southwark. Sol. Odys-
seus, 19, Trinity-st., Southwark

WOLVERHAMPTON, JOHN, grocer, Sol. Green. Corporation-st.,
Wolverhampton

BOLTON, EBENEZER, soda water manufacturer, Weymouth-st, Portland-pl, Marylebone, under firm of Thomas Devine and Co

EVANS, ROBERT, builder, Alfred-rd, South Norwood

Dividends.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Brookbank, J. Bartleman, first, 63d. At Hoop hotel, Cambridge.
Dixon, G. Hartlepool, first and final 3d. sd. At Sol. W. Todd.
 Town-wall, Hartlepool. — *Islip, W.* tea merchant, first and final
 1s. 9d. At Trust. C. T. Starkey, 77, Cannon-st., Birmingham.
Johnson, J. 3d. sd. At Trust. J. Halliday, 25, Booth-st., Manchester.
Maclean 20s. At Trust. J. Halliday, 25, Booth-st., Manchester.
Johnson, J. and W. millers, first joint of 4s. 3d.; second joint of
 first and final 3d. sd. At Trust. J. Halliday, 25, Booth-st., Manchester.
 of 2d. first sep. of W. Johnson of 4s. 3d.; second sep. of W. Johnson
 of 3d. At Sol. W. T. Page, Lincoln. — *Latimer, T.* stuff manufac-
 turer, second and final 1s. 3d. At Trust. H. Dickinson, Market
 Street, 10, London. — *Moore, J.* At Trust. J. Halliday, 25, Booth-st.,
 Moorgate-st. — *Machen, S. C.* merchant, first and final 3d. 3d. At
 Trust. W. F. Tasker, 15, North Church-st., Sheffield. — *Palmer, W.*
 B. and J. accountants and merchants, first, 1s. 9d. At
 Trust. F. M. Billard, 10, Cannon-st., London.

BARNARD.—On the 27th Sept., at Rangoon, British Burma, the wife of F. J. Barnard, Esq., barrister-at-law, of a son.
DOBBS.—On the 1st inst., at No. 52, St. George's-square, S.W., the wife of R. C. Dobbs, Esq., barrister-at-law, of a son.
FORSTER.—On the 29th ult., at West View, St. Margaret's, Twickenham, the wife of J. Douglas Forster, Esq., barrister-at-law, of a son.

POLLOCK.—On the 2nd inst., at 4, Chester-place, Regent's Park, the wife of Edward Pollock, Esq., barrister-at-law, of a daughter.

POPE.—On the 30th ult., at 4, Holyrood-place, Plymouth, the wife of John Billing Pope, barrister-at-law, of a daughter.

CRAIGIE-LYNCH.—On the 26th ult., at Holy Trinity Church, Paddington, Edmund Craigie, Esq., barrister-at-law, to Caroline Jane Mary, youngest daughter of the late Captain H. Blossie Lynch, C.B.

PAIN-BUCKEY.—On the 3d inst., at Begelly, Thomas Pain of Stratfield House, Thurlow-park-road, West Dulwich, and of Lincoln's-inn. Barrister-at-law, to Mary Anna, second daughter of the Rev. Richard Buckey, rector of Begelly.

JAMESON.—On the 31st ult., at 13, Woodside-crescent, Glasgow.
Robert Jameson, solicitor, aged 78.
ROWE.—On the 30th ult., at 10, Queen Anne-street, Cavendish-square, Sir Joshua Rowe, Knt., C.B., formerly Chief Justice of the Island of Jamaica, aged 77 years.

The throat and windpipe are especially liable to inflammation, causing soreness and dryness, tickling and irritation, inducing cough and affecting the voice. For these symptoms use glycerine in the form of lozenges. Glycerine in these agreeable confections, being in proximity to the glands at the moment they are excited by the act of sucking, becomes actively healing. 6d. and 1s. packets (by post 8 or 15 stamps), labelled "James Epps and Co., Homoeopathic Chemists, 48, Threadneedle-street, and 170, Piccadilly.—[ADVT.]

To Readers and Correspondents.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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Advertisements must reach the Office not later than five o'clock on Thursday afternoon.

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NOTICE.

The LAW TIMES goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

When payment is made in postage stamps, not more than 5s. may be remitted at one time

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reform has been carried through Parliament in recent years that to demand the immediate "simplification" of the law would be to ask for what it is hardly reasonable to expect. The subject, however, is one which should be kept before the public and professional mind, and the simplification of the law would seem naturally to crown measures for improving legal procedure.

On the assumption, we suppose, that the law of libel is not sufficiently comprehensive, an attempt has been made to extend it in the case of *Stein v. Tabor*, which was before the Court of Common Pleas on Monday. A testimonial was given by the defendant to the plaintiff, and shortly afterwards differences arose. Subsequently the plaintiff applied for and obtained an engagement, to a certain extent upon the faith of this testimonial. The defendant having heard of this withdrew his testimonial, and the plaintiff lost the appointment. It was sought to administer interrogatories to discover the terms of the letter withdrawing the testimonial, an action having been commenced for libel in withdrawing the testimonial. The contention of counsel that the causeless withdrawal of a testimonial is *prima facie* evidence of libel is rather strong, and the court refused the rule on the ground that the plaintiff's affidavit did not, and could not, state positively that a libel had been published, and that he had been injured in consequence.

COUNTY Court bailiffs, as well as County Court registrars in bankruptcy, seem to have been exercising their powers somewhat carelessly of late. We report two cases to-day, one from Liskeard and the other from Yarmouth, in which these officials have seized goods which they had no right to seize. In the Liskeard case the bailiff received summary justice at the hands of the injured party, and sought a remedy against him for assault. The officer had not sufficiently inquired into the date of a bill of sale: the seizure was within the twenty-one days, so that registration was not necessary, and the goods properly belonged to the assignee. In the Yarmouth case the bailiff of the Bury County Court seized the goods of a cab proprietor named RINGWOOD on a judgment at the suit of one KNOWLES. It turned out that the real debtor was RINGWOOD the elder, who was not a cab proprietor in Yarmouth, but his son was. The warrant contained no Christian name, and the cab proprietor being the only RINGWOOD known to the bailiff, his goods were seized. The learned Judge very properly expressed his surprise that more care was not exercised in issuing warrants. In this case also the bailiff was very nearly the victim of a violent assault, and the only thing which can be said in his favour is that he expressed his determination to die rather than flinch from his duty.

It is hardly to be expected that the law will recede from the position which it has of late years assumed in relation to the defence of insanity in criminal cases. There can be no doubt, however, that some of our judges are not altogether satisfied on the subject, and an American judge has recently expressed his view in opposition to the "preponderance of evidence" doctrine. Chief Justice WALLACE, of the Californian Bench, said, in a case lately decided, "as to whether a prisoner, relying on the defence of insanity at the time of the commission of the act charged against him as a crime, may rest upon mere preponderating evidence of the fact of insanity, or must go further and establish his alleged insanity beyond a reasonable doubt, is a question upon which the authorities are in conflict. In view of the notorious facility with which this defence is often availed of to shield the guilty from just punishment, I should, if the matter were *res integra* in this court, be inclined to adopt the latter rule. But in the case of *People v. Coffman* (24 Cal. 230), the question was thoroughly considered here, and it was held that insanity might be established in a criminal case by the same amount of evidence by which it might be established in a civil action involving the question—that is, by mere preponderating evidence; and upon the authority of that case I concur in the judgment in this case."

Dr. HARDWICKE, one of the candidates for the Coronership for Central Middlesex, vacant by the death of Dr. LANKESTER, has printed and published a circular in which he displays a want of knowledge of the nature of the verdicts returned by coroners' juries. Upon this ignorance he bases some depreciatory observations on the claims of lawyers to act as coroners. In this circular he says: "A complete knowledge of medical jurisprudence involves the study of chemistry and toxicology, which is far removed from any course of legal education, but which all medical men are required to know ere they receive a licence to practise, whilst the legal coroner often fails to bring out the full amount of medical evidence which an intelligent surgeon is able and willing to give. Hence it is that verdicts are returned of 'found drowned,' 'found dead,' 'died of natural causes,' 'visitation of God,' 'sudden death,' &c.—mere forms of verdicts, wanting in the essential character of a verdict which should express the true cause of death—the object of the inquiry. This is the full intention of Legislation and the carrying out of all requirements of the Registration Acts of this country." Now

The Law and the Lawyers.

FROM the short speech delivered by the LORD CHANCELLOR at the Mansion House Ministerial Banquet last Monday, it might be inferred that his Lordship is engaged in labours for the "simplification" of the law. His Lordship was addressing a general public assembly, and we can hardly conclude that he was referring to the principles of law, but rather that he contemplated the operation of the Judicature Act, and the probable passing of the Land Transfer Bill. Should Lord CAIRNS be now engaged on this latter measure, he undoubtedly has ample work before him. It requires very careful revision. So much in the way of law

we are reliably informed that no such verdicts as those here indicated are ever returned; the cause of death always appears on the inquisition. Dr. HARDWICKE probably based his observations upon what he has read in the newspapers, and newspapers doubtless frequently report the finding of verdicts which make no mention of the cause of death. The remark that a lawyer frequently fails to elicit all the evidence which an intelligent surgeon is able and willing to give, we must take the liberty of disputing. Practice in extracting evidence in every description of inquiry is far more calculated to enable a man to conduct an investigation into causes of death than any amount of surgical knowledge without the legal training. A lawyer aided by a jury and "intelligent and willing surgeons" is indisputably the most efficient tribunal for conducting the business of the coroner.

A VERY pretty quarrel is impending between the Midland Railway Company on the one hand and a combination of six influential railway companies on the other. The Midland proposes to reduce first class fares 25 per cent., to abolish second class fares altogether, and to issue return tickets of both classes, without restrictions as to the date of the return journey. The combined companies respectfully request the Midland directors to postpone the proposed alteration until after the general half-yearly meetings in February next, the whole seven companies to consider in the meantime "what change if any should be made in the conduct of the passenger traffic of the country in the direction of increased facilities, with fair regard to the interests of railway proprietors." The circular by the Midland chairman protests that the charge of entering on a course of ruinous competition is totally unfounded, but adds that the directors are not justified in rejecting the change "because it may not suit one or more neighbouring companies . . . who are, after all, keen competitors with the Midland, not mindful, as the last few years have shown, of the interests of Midland shareholders." Replying to the objection that the proposed abolition of second class will reduce the comfort of travelling, the directors quietly observe that "those persons who have hitherto had or desired to have a first class compartment, which contains six seats, on the purchase of one or two tickets, have an undue advantage over their fellow-passengers." We have long wondered at the extraordinary indulgence shown to the first class passenger in this respect, so costly to the companies in increasing the dead weight of the trains, and so different from the continental system of completely filling the front carriages before the passenger is allowed to enter those behind. We shall watch the decision of the Midland company with great interest, and the result of the deliberations of the combined companies with greater interest still, especially as the great amalgamation scheme of the London and North Western and the Lancashire and Yorkshire is to be introduced next year. *Apròpos* of the 6 per cent. which a correspondent of the *Times* has recently fixed as the maximum profit of railway, we may notice that 6 per cent is the rate in the case of the Great Western, and 8 per cent is the rate in the case of the Lancashire and Yorkshire, at which, under the Amalgamation Acts of those companies, their rates and fares may be revised by the Government. We presume that only on similar conditions will the London and North Western amalgamation be permitted. Otherwise a 10 per cent. dividend may be paid without revision. (See 7 & 8 Vict. c. 55, s. 1.)

THE lengthy and considered judgment of Mr. HANNAY, upon the question of the *bonâ fide* traveller can hardly be considered as settling the difficulties raised by the Licensing Acts. Travellers some three hundred strong presented themselves at the door of a public house, on Stamford-hill, one Sunday morning. "Are you a traveller?" "Where do you come from?" "Did you sleep at the address last night," were the questions successively put to them. Two hundred and forty persons passed their examination; sixty were plucked. The hospitable publican had however, kept the door open, and "stood at the door with his apron on, thereby soliciting custom," and it was in this respect that the magistrate held that he had "infringed the law," and convicted him. The only result of this decision will be that the traveller will have to knock at the door before passing his examination. And while he is being kept waiting, he will no doubt bethink himself of the legal liability of the publican who should refuse to admit him; the rejection of a traveller by an innkeeper being not only actionable but indictable (see *Six Carpenters' case*, 1 Sm. L. C.; *R. v. Luellin*, 12 Mod. 225; *R. v. Ivens*, 7 C. & P. 213, Hawk. ch. 78; *Kirkman v. Shawcross*, 5 T. Rep. 17; *Thompson v. Lacy*, 3 B. & Ald. 283. What then is the poor publican to do? He is to take reasonable precautions, and if he can prove that he has taken such precautions, a clause (sect. 10) of the Licensing Act 1874, entitles the justices to "dismiss the case as against the defendant." Mr. HANNAY remarks that it is difficult to say what reasonable precautions are, and we quite agree with him; only there is no doubt from the wording of the section to which we have referred, that whether such precautions have been taken or not is a question of fact for the justices in each case, and that the burden of proof is upon the publican. In view of the many conflicting magisterial decisions that may be expected on

the point, which, so far as we can see, can never come to be one of law, we would suggest just one more precaution in addition to the "three rules," and that is that the publican should display conspicuously upon his premises that portion of sect. 25 of the Act of 1872, by which "every person who by falsely representing himself to be a traveller . . . buys, or obtains, or attempts to buy or obtain at any premises any intoxicating liquor" during closing hours, "shall be liable to a penalty not exceeding five pounds." It may be remembered too, that justices are empowered by a special paragraph of sect. 10 of the Act of 1874, to direct proceedings to be taken against "falsely representing themselves to be *bonâ fide* travellers." We may remark the *malâ fide* traveller was well defined by MONTAGUE SMITH, J., in *Peplow v. Richardson* (L. Rep. 4 Q. B. 168, "to be one whose primary object is tippling, the refreshment being not merely ancillary to a lawful purpose" a definition which will equally apply to the *malâ fide* one, whether he have walked his three miles under sect. 10 of the Act of 1874, or not.

AN application in the Court of the Queen's Bench for a writ of *habeas corpus*, on the part of one WALCOT, suggests several remarks concerning the power of one of our greatest national safeguards. There can be no doubt but that the writ is restrained within much narrower territorial limits than it formerly was. At one time a writ of *habeas corpus* issued at Westminster, prevailed everywhere, without exception, within the Queen's dominions. So much so, that not even the town of Calais in France was excepted. The accession of James VI. of Scotland to the throne of England, did not, however, render Scotland subject to the writ, because our Courts have no power to send the writ to foreign dominions, which belong to a prince who has succeeded to England. The Electorate also is exempt from the writ for the same reason. The application in the case we refer to was for a writ directed to the Bristol Board of Guardians, and to a certain farmer in Canada, to cause [them] to deliver up a young boy to his mother; the boy having been sent out to Canada by the guardians under the provisions of the 13 & 14 Vict. c. 101. It was urged on behalf of the applicant that a writ of *habeas corpus* had been issued to Canada as late as 1861, (*Re Anderson*, 30 L. J., 129 Q. B.), but the Court considered that such a power was now effectually estopped by the enactments of the 25 & 26 Vict. c. 20; and therefore that it was not competent to issue the writ against the Canadian farmer, while at the same time it was useless to do so against the Bristol guardians, since they had not the custody of the boy. Mr. JUSTICE BLACKBURN moreover suggested that the writ of *habeas corpus* would review the statutory power of the board. The question of how far the effect of the Great Charter may be diminished by the 13 & 14 Vict. c. 101 is a very serious one, and well deserves attention. It is against the policy of our constitution that anyone be "exiled," or caused *perdere patriam*. The words of the latter statute, it is true, grant power to a board of guardians to send out orphan or "deserted" children, under certain regulations; but this power should be jealously watched, particularly since the present application shows us the many obstacles which present themselves to a mother desiring to recover a child which has been sent away against her will. It is, moreover, a question for argument, how far a mother, who through poverty is compelled to enter a workhouse, may be said to "desert" her child. The remark of the Court, that it was useless to issue the writ against the Bristol Board of Guardians, since they had not the custody of the boy, should not escape observation; and suggests the question whether the fact of having delivered the boy to the Canadian farmer, is an answer for the Board to a writ of *habeas corpus*. For if this be law, with respect to a writ of *habeas corpus*, it certainly is not so, with respect to a writ of equal antiquity—the writ of *de homine replegiando*. If a man in the unlawful custody of another be conveyed away out of the jurisdiction of the sheriff of the county, the latter may return to this writ that the person is eloiigned, *elongatus*, and a *capias* issues to imprison the defendant himself till he produces the party (see Raym. 613). For many reasons this writ has been discontinued, the greater excellence of the writ of *habeas corpus* being not one of the least. Without entering into the merits of the above application, the perusal of the observations on it show that it behoves us to guard very carefully, lest the scope and effect of such a potent bulwark of our liberty as *habeas corpus* be further encroached on by accident or by design.

THE decision of the Court of Exchequer Chamber in the case of *Sowerby v. Smith* (31 L. T. Rep. N.S. 309), is of value as defining the nature and extent of manorial rights. The question before the court was whether the lord and lady of a manor in Lincolnshire had the right of shooting and taking game on the freehold inclosures, which had been allotted under an Inclosure Act, in lieu of rights of common enjoyed by the allottees in the waste lands of the manor, before the passing of the Act. By this Act certain of the rights of the manor were reserved; but there was no reservation of the exact rights claimed by the plaintiffs; accordingly it remained for the court to decide whether the rights

in dispute formed an integral part of manorial rights. The case of *Ewart v. Graham* (7 H. of L. Cas. 331), decided in 1859, was strongly insisted upon as supporting the plaintiff's claim. There an affirmative answer was given to the following question proposed to the judges by the LORD CHANCELLOR (LORD CAMPBELL): SIR JAMES GRAHAM, at the time of the passing of the Inclosure Act, having been the owner of the soil of the Bailey Hope pasture, and having had by virtue of that ownership (but not otherwise) the exclusive right of hunting, shooting, fishing, and fowling over the said pasture, was he, after the inclosure had been completed, entitled to the right of hunting, shooting, fishing, and fowling over allotments made to the owners of lands within the manor? It will be noticed that this answer does not really touch the question at issue in the present case; indeed LORD CAMPBELL says distinctly, "The right which had existed in the lord is here reserved." It is said that this is to be confined to such rights as were manorial rights, incident and belonging to the manor. This is not so." There are other *dicta* bearing upon the case. "An idea prevails," says Baron MARTIN, in *Bruce v. Helliwell* (2 L. T. Rep. N.S. 292; 5 H. & N. 609), that lords of manors have a right and liberty of hawking, hunting, coursing, fishing, and fowling, analogous to that of free warren or freechase. But the notion is erroneous. They have no such right." Mr. Justice BAYLEY likewise refers to the prevalence of a similar belief. The opinion of SIR ALEX. COCKBURN is sufficiently clear. The allotted land is freehold, and as such it confers all rights which flow from the enjoyment of freehold land, unless the provisions of the Act militate against such rights. But the Act must be construed strictly; in that case the only rights reserved to the owner of the manor are those that "were of a memorial character," that is to say, were in the lord *quá* lord of the manor, and not as owner of the soil of the wastes." His Lordship distinguishes this case from that of *Ewart v. Graham*, consistently with the distinction then drawn by LORD CAMPBELL. The case of *Greathead v. Morley* (3 M. & G. 139) is certainly a very strong authority against the plaintiffs here. Lord Chief Justice TINDAL, in his decision in that case, brought out very strongly the fact that the right of the lord of a manor to hunt or shoot over the uninclosed commons within his own manor, was a "licence or liberty" incident to him as a lord, and not "a mode of direct enjoyment of his own property." Applying this reasoning to the fact before him, the learned judge observed that "by the Act the allotment is to extinguish all rights or interests in the soil, with an express reservation of manorial rights only." A majority of the judges agreed with SIR ALEX. COCKBURN, and it was held, affirming the judgment of the Court of Common Pleas, that the rights claimed not being manorial rights, did not vest in the owner of the manor. Looking aside from the purely legal questions at issue, it must be admitted to be desirable that any lands which are invested with the character of freehold lands by an Inclosure Act, should be as little hampered with restrictions upon their enjoyment as the nature of the case will admit.

COUNSELS' FEES.

A QUESTION of the greatest possible importance to both branches of the Profession and of momentous interest to the Bar was brought before the Court of Common Pleas on Tuesday last, on the argument of a rule calling upon an eminent firm of solicitors to show cause why the master's taxation of a bill of costs delivered by them to a client should not be reviewed. No report that we are aware of has appeared in the daily papers, although the court during the argument was crowded by members of the Bar, and remarks were made by LORD COLERIDGE and Mr. Justice BRETT having a most important bearing upon the relation of solicitors to counsel and the present system of paying—frequently we regret to say a system of not paying—counsel.

The facts as reported to us were these. The solicitors in question were employed by a gentleman who is a litigant well known to the courts in Westminster Hall. At length the latter saw fit to change his solicitors, and on those whom he had employed delivering to him their bill of costs, he submitted it to taxation. During the progress of the taxation he objected to a sum of between £30 and £40 fees alleged to have been paid to counsel, but which, although the work was done some three years before, had not been paid. The master was asked to disallow these items altogether; he, however, declined to do so, but adjourned the taxation to allow counsels' briefs endorsed as paid to be produced. Hereupon the client applied to the court and obtained a rule against the solicitors. In this particular case it appeared that the bulk of counsels' fees had been paid, and those unpaid were so left owing to some irregularity in the books of the solicitors. The rule was discharged, but without costs.

The observations made by members of the court are, as we have said, of great importance to the Profession. LORD COLERIDGE commented upon the evil likely to result from eminent solicitors charging clients with fees which had not been paid, for the reason that clients, trusting to the integrity and accuracy of professional men in such a position, would not, as a rule, subject their bills of costs to taxation. This is an aspect of the question which is certainly of moment to the public, for if solicitors of eminence pursue the objectionable course of withholding fees for long periods from

counsel, and eventually obtaining payment without having paid counsel, professional men of inferior position might well feel encouraged in depriving counsel of all remuneration for services which are of the utmost value to the suitor.

Mr. Justice BRETT, we are informed, said that he considered that the existing system is objectionable—that at given periods the solicitor should send a list of fees to counsel, and should not look to counsel's clerk to ask for payment. We believe it was argued by counsel for the solicitors in the case under notice that it was the fault of counsel's clerk that the fees had not been paid. But assuredly when the bill of costs was made out it ought to have been known whether the fees had been paid to counsel.

We refer to this subject in the true interests of solicitors, and we would remind them that the complaints which are nowadays so readily launched against barristers of neglecting cases must sound ill in the mouths of those who think lightly of allowing counsel to remain for years unpaid, and indeed unpaid altogether. It is obviously unjust to suggest that counsel should see that their clerks get in fees due. Applications of this nature are most ungracious, considering the relations in which the two branches stand to each other, and they cannot fail to be the cause, occasionally at least, of a breach of business connection. Solicitors expect the Bar to attend to its work, and they should in every way insist upon it. Members of the Bar, on the other hand, expect to be paid for their labours, and naturally look to the most eminent members of the solicitors' branch of the profession to set a good example to their less distinguished brethren.

INVALID ADJUDICATIONS IN BANKRUPTCY.

Two cases have come before Sir James Bacon during the past week, which show that some of the County Courts are making bad work of their bankruptcy jurisdiction. It is a startling circumstance that two adjudications by County Courts should have been discharged—in the one case on the ground that the registrar, although he had notice of the debtor's intention to dispute the petitioning creditors debt, and was informed by telegram that his solicitor and counsel were on their way to the court, had nevertheless made the adjudication in their absence; and in the other case, on the ground that although the debtor had made a general affidavit verifying the petition, no evidence had been given at the hearing of the debt, the trading, and the act of bankruptcy. There was positively no proof of any of these requisites, although by his petition the creditor pledged himself to prove them. Nevertheless an adjudication was made.

The first case here referred to was that of *Ex parte Phillips, re Phillips*, the proceedings having been taken in the Croydon County Court. The petition for adjudication was appointed to be heard at twelve o'clock, at the Registrar's Office, Croydon, and notice was given by the debtor disputing the petitioning creditor's debt. The debtor's counsel and solicitor had intended to travel from London by a train supposed to leave at ten minutes before twelve, and reaching Croydon at about ten minutes past that hour, but upon their arrival at the terminus it was discovered that the train in question had been discontinued. They immediately despatched a telegram to the Registrar, stating that they were upon the way, and requesting that the case might stand over for a few minutes until the arrival of counsel. The Registrar waited until about twenty minutes past twelve, when he proceeded to hear the petition, and being satisfied that the requisites were duly proved, made an adjudication. At thirty-two minutes past the hour appointed for the hearing, the debtor's counsel and solicitor reached the office, and, finding what had occurred, asked that the matter might be reheard, but the Registrar declined, unless by consent of the petitioning creditor.

It is really astounding that there should have been an adjudication under such circumstances, and the remarks of the Chief Judge would, one must imagine, have suggested themselves to anyone not carried away by extraneous and foreign circumstances. His Lordship said: "Nothing could be more plain than that there was a sincere intention on the part of the debtor to dispute the adjudication. That fact was communicated by telegram to the Registrar, who had reason to believe that the parties were on the way for the purpose. It would be contrary to reason and justice that a debtor should be excluded from that right which the statute gave him of disputing an adjudication. On the receipt of the telegram the Registrar was apprised of the intention to dispute, and, notwithstanding, he pursued an almost unprecedented course."

The second case (*Ex parte Lindsay, re Lindsay*) came from the Newcastle-upon-Tyne County Court, and the facts were these: On the 18th Aug. last a meeting was held of the creditors of the appellant, a shipbuilder at Newcastle, when a composition of 9s. in the pound was offered, and further proceedings were adjourned. Two days afterwards Mr. R. S. Procter, a creditor for 1800*l.*, presented a petition for adjudication of bankruptcy against the appellant, containing allegations of the petitioning creditor's debt, the trading, and a general allegation that, "being a trader, he had made a fraudulent conveyance, gift, delivery, or transfer of his property or of part thereof." Annexed to the petition was the usual formal affidavit, verifying the statements contained in it.

appeared that the petition was served upon the appellant, and a receiver appointed. The appellant handed the petition to his solicitors, who attended the original hearing, appointed for the 31st August, when, according to their statements, it was arranged, at the request of the petitioning creditor, that the petition should not be proceeded with that day, and the appellant, by his solicitors, consented to an adjournment, subject to their being informed of the adjourned hearing before anything further should be done. The debtor's solicitors alleged that they heard nothing more of the matter until after the 7th Sept., when it was ascertained that an adjudication had been made by the Deputy-Registrar in the absence of the appellant and his solicitors, and without any evidence being adduced in support of the allegations contained in the petition. On appeal the order of adjudication was discharged, the proceedings being characterised by the Chief Judge as altogether irregular. It is much to be regretted that country registrars should thus blunder over the A B C of bankruptcy. In *Lindsay's* case, indeed, the Judge seems to have delegated his powers to the deputy registrar. If Judges will do this miscarriages are matters of certainty. More care must be manifested in County Courts in future if they are to retain the little confidence which they now possess.

THE SUPREME COURT OF JUDICATURE ACT.

RULES OF COURT.

(Continued from page 445, Vol. LVII.)

ORDER XXI.—DEFENCE.

THE general rule as to the time of delivery of defences is that they must be delivered within eight days from the delivery of the statement of claim, or from the time limited for appearance, whichever shall be the last, and, where no statement of claim is required, within eight days from appearance. Power is given to the court or judge to extend the time. Where leave is given to defend under Rule 7 of the schedule to the Act, the defence must be delivered within the time named in the order, or, if no time be named, within eight days after the order.

No actual form of defence is given, either by description in the rules, or in the schedules to those rules, but one very important feature of a defence is indicated by the fourth rule of this order. Where a fact is stated in the statement of claims, it must be admitted or denied by the defence; and that a mere general denial of facts stated will not be taken as sufficient is evident, because it is expressly provided that where allegations of fact, denied or not admitted, ought, in the opinion of the court, to have been admitted, the court may make an order for the payment of any extra costs occasioned by those allegations being denied or not admitted. This will compel defendants to consider carefully what allegations of fact in a plaintiff's statement are true, and to admit those statements which he cannot contradict. This, coupled with the provision discussed in a former order (Order XVIII.), show that a defence must deal specifically with every material fact alleged in a plaintiff's statement, in addition to alleging such facts as are material to the defendant's own case.

Counter claims are provided for in point of form by this order, where they relate to the plaintiff along with other persons. In such cases the defendant must entitle his defence not only with the names of the plaintiff and defendant, but must add another title, similar to the title in a statement of complaint, setting out the names of all the persons who, if such counter claims were to be enforced by cross action, would be defendants to such cross action, and must deliver his defence to such of them as he thereby makes parties to the action within the period within which he is required to deliver it to the plaintiff. The rule itself says (Rule 5) that he must deliver his defence "to such of them as are parties to the action." This we should think is a mistake, and it was intended to be "to such of them as are thereby made parties to the action." Service of this defence and counter-claim will act as a summons to appear when served upon a person not a party to the action, and the defence must be indorsed with a notice to appear in the form given in Schedule B (Form 4) to the rules. It is also expressly provided that any person not a defendant to the action who is served with a defence and counter-claim must appear thereto, as if he had been served with a writ of summons to appear in an action. The effect of these rules is to give a defendant every facility for having all matters in difference between himself and the plaintiff settled in one action, even though his claim against the plaintiff may be in respect of a liability which the plaintiff has incurred jointly with other people. Thus, for instance, A. sues B. for goods sold and delivered; A. C. and D. are jointly indebted to B. for money lent. It is manifestly advantageous to B. that he should be able to set off his claim against A. C. and D. against A.'s claims against himself, because he gets the whole dispute settled at once, and A. is stopped from getting payment for the goods from B. whilst he, A., owes B. money. This may be done under the new procedure. It is difficult however to see why the only person, served with a defence or counter claim, who is exempted from entering an appearance thereto is a defendant. The reason why a defendant need not enter an appearance is clearly because he has already

made himself amenable to the jurisdiction of the court by entering an appearance in the action, or he may be proceeded against by default. But why should a plaintiff enter an appearance to a counter-claim? He is already before the court; it is his act which in the first instance originates the whole proceedings. It does not seem to be so reasonable to require a plaintiff to enter an appearance as it would be to require a defendant. It would be sufficient to provide that the plaintiff should indicate by his reply whether he admitted or disputed the defendant's counter-claim.

Where a counter-claim is made, the reply becomes in effect a defence, and must be delivered within the usual time for the delivery of defences; and any person named in a defence as a party to a counter-claim may deliver a reply within that time. From the great latitude which is given by the Act and the rules to defendants in the raising of counter claims, it is evident that numerous instances will arise where defendants will make counter claims which cannot practically be tried as one action with plaintiff's claims. Such cases are provided for by a rule (Rule 9), whereby a plaintiff, or any person made a party to a counter-claim, deeming that the two claims ought to be tried in independent actions, may apply to the court or a Judge for an order for the exclusion of the counter-claim; and the court or Judge will have power to make such order as shall be just, which, of course, amounts to power to make any order the court or Judge may see fit to make.

The practice of the Court of Probate as to the liability of defendants in costs where they have given notice that they require a will to be proved in solemn form, and intend only to cross-examine the plaintiffs' witnesses, is continued, and it is therefore unnecessary to call attention more particularly to the practice on this point. The rule is almost identical in terms with Rule 41 of the rules relating to contentious business in Her Majesty's Court of Probate.

ORDER XXII.—REPLY AND SUBSEQUENT PLEADINGS.

The time for the delivery of replies is fixed at three weeks after the delivery of the defence, or last of the defences if there are more defendants than one, power being given to the court or Judge to extend that time. This provision is, we presume, subject to the rules of the former order providing for counter-claims, and must be taken to apply only to those cases in which there are no counter-claims. It would be as well that this difference in practice should be expressed clearly in the rules, and that the first rule of this order should provide for the time of delivery of replies, "except in cases where a counter-claim has been delivered." This would avoid all chance of misunderstanding.

It is intended by the rules that the reply shall be the last pleading, except in cases where special leave shall be obtained from the court or Judge, and where leave is given it will be subject to terms such as the Judge may think fit to impose. Subject to the obtaining of leave, all pleadings subsequent to reply must be delivered within four days after the delivery of the previous pleading, unless the time be extended by the court or a Judge. The object of these rules is clearly to prevent unnecessary technicalities, and to compel parties to state the facts on which they rely in the statement and defence, so that the trial may take place as soon as possible after the pleadings are completed. It is not often that there is any necessity to go beyond a reply, and when any subsequent pleading is used, it is generally for the purposes of delay.

ORDER XXIII.—CLOSE OF PLEADINGS.

Joinder of issue without other pleading closes the pleadings, and no further pleading can take place between the parties. It must not, however, be supposed from this that a defendant may by way of defence simply join issue on the plaintiff's statement of claim. The rules require more than this; the defence must contain the statement of fact on which the defendant relies, and the rules as to joinder of issue can only be taken to apply to pleadings subsequent to the defence.

LAW LIBRARY.

WE have been favoured with a long letter from Mr. Porter respecting the review of a pamphlet of his upon the Railway Passenger Duty (London: Effingham Wilson, Royal Exchange), which appeared in our issue of the 24th ult. Mr. Porter complains of the general tendency of our remarks, replies specifically to five of our strictures, distinguishes *Attorney-General v. Worcester and Wolverhampton Railway Company* (6 L. T. Rep. N. S. 29), which he states was not referred to by the Court of Exchequer in their recent judgment), and points out, which we fully admit, that he had consulted numerous other authorities besides Vattel, Puffendorf, Domat, Thibaut, and Rutherford, and repeats the arguments of his pamphlet at such length, that we regret that we cannot find space for his letter. We would remind Mr. Porter that we said that he had taken a great deal of trouble, and we are happy to have the opportunity of saying so again. But we thought his pamphlet a very bad one, and we think so still. Whether *Attorney-General v. Worcester and Wolverhampton Railway Company* is distinguishable or not, it was, we think, inexcusable in a legal writer not to refer to it. We extract a portion of the headnote to the report of that case: "Inasmuch as the defendants claimed the benefit of an ex-

emption from a duty granted in very clear terms, it was for them to bring themselves precisely within the terms creating the exemption." Mr. Porter concludes by stating that "he derives much consolation from the fact, that his pamphlet has not been adversely commented upon except in the *LAW TIMES*; but, on the contrary, has been very favourably reviewed in railway, financial, and other newspapers"—*ejusdem generis*, we presume.

Commentaries upon International Law. By SIR ROBERT PHILLIMORE, D.C.L., Judge of the High Court of Admiralty. Vol. IV., Second Edition. London: Butterworth.

It is universally recognised as extremely desirable that the relations of nations to each other should be regulated and governed by principles settled beyond the reach of discussion. In no branch of jurisprudence is the want of a code more generally felt, and there are many who believe that such a code might be framed without much difficulty. The materials for codification must be found to a large extent in our first-class text writers. We say materials only, for we believe that one class of mind is required for writing a disquisition, and quite another class for sifting and settling principles. The codifier requires to see mapped out before him the plain upon which jurists have contended, and upon which judges have erected their own views and displayed their own conclusions. Without the ability to take a comprehensive grasp of what is exhibited before him, the codifier had far better abandon any attempt to settle principles. To a man who is so capable, we should say that in the province of International Law he could find no better coadjutor than Sir Robert Phillimore.

We have, within a short period, briefly noticed the previous volumes of the important work of which the fourth volume is now before us. We have more than once recognised the ability and profound research which the learned author has brought to bear upon the subject; but this last volume strikes us as perhaps the most able and lucid; and in addition to these merits, it deals with a division of international jurisprudence which is of very great interest, namely, private international law or comity. The familiar phrase, *jus gentium*, suggests to the jurist several considerations. First, What is *jus*? Secondly, to whom, and under what circumstances, may it attach? Thirdly, what is an infringement of it; and, lastly, what is the mode of redress? Sovereignty, united with domain, Sir R. Phillimore has already stated, establishes, as a fundamental rule of international law, the exclusive jurisdiction of a State over all persons, acts, and things within its territories. There is no country now into which foreigners are not allowed to enter and to claim as such the protection of the State. This *jus* of the foreigner being invaded, the State must give redress. "A refusal of redress in such cases" (i. e., by ill usage, or by a denial of justice), "would be a justifiable cause of war." This short statement of one of the principles of international law, shows out of what small offences most disastrous wars may spring. And surely here we find ground upon which arbitration might take root and flourish. The regard which a sovereign State entertains towards its subjects is a magnificent consequence of the congregation of human families in nations. Much has already been done by the comity of nations to show the greatest respect to this sentiment, and codes have been framed in the European States expressly with the view to secure to the foreigner all the privileges pertaining to the native of the State. The Prussian code, which may be taken as a good example, contains an express acknowledgment that the foreigner has a right to the same administration of justice as the native. The Austrian law resembles the Prussian in this respect.

At the outset of Sir Robert's treatise he exhibits to us a difficult question—What are the limits assigned by the *jus gentium* *privatum* to the operation of the laws of one State within the territory of another? The consideration of this question suggests the further consideration of the manner in which the judges of particular States should deal with foreign law. Sir R. Phillimore is of opinion that the State ought to permit its judge to treat the foreign law as one of the sources from which, in the particular case before him, he is to derive justice. It would occupy too much space to follow out this very interesting branch of international law, and we must content ourselves with saying that the student will find it very clearly handled in the pages of our author (pp. 11 to 20).

This being a second edition, it may perhaps suffice to recall previous criticisms on the work if we briefly detail its plan. The first chapter as we have said deals with definitions and distinctions in *jus gentium* and *jus inter gentes*. The second chapter treats of the individual and the status which he acquires under the laws of a particular territory, which involves the discussion of the meaning of the terms "Origo" and "Domicil." These two terms, however, are made the subjects of separate chapters (III and IV). There is ample authority for saying that questions of domicile are attended with great difficulty. This difficulty will probably always remain, and is only to be reduced in magnitude by the discussions of jurists and the occurrence of particular cases. It is as our author explains primarily a question of fact, and the principles which should prevail are drawn from the civil and canon laws: of these laws Sir R. Phillimore is a master, and in his fourth chapter he gives us learned definitions. In his fifth he discusses

whether a man can have two domicils. And here we will venture to say that we think our author exhibits some timidity. We have said that a codifier requires capacity to take a comprehensive view of the vast field which stretches before him. It strikes us that Sir R. Phillimore, whilst possessing great industry and much learning, has not largely developed the critical faculty. He is too prone to foist into his text the words of other writers, evidently preferring this safe course to giving us his own independent reading. The fifth chapter is a good exemplification of this. To the remarks of one writer he adds the remarks of another, and thus builds up his pages, and in no part of the work do we detect original and discriminating criticism of the highest order. It is for this reason that Sir R. Phillimore, both as an author and a judge, has failed to attain the highest position. He is admitted to be an able collator, or perhaps commentator—a careful compiler of authorities, and being by education intimately acquainted with the civil and canon law, he is never at a loss for materials.

The examination of the law of domicile, and its peculiarities, essentials, and exceptions, employs our author until he reaches his 16th chapter, when he proceeds to deal with *jus personarum*, in the first place treating of status. This is a very interesting division of the work, but the bald style of the author makes it difficult reading. In his 20th chapter is discussed the miscellaneous incidents to marriage, and therein of the important subject of divorce and the operations of foreign sentences. A considerable portion of the volume is devoted to the law of obligations, and at the 51st chapter we arrive at a disquisition on maritime law, where Sir R. Phillimore is thoroughly at home. To the ordinary English lawyer, however, it will be found of little practical value—it is overloaded with learning. As a good illustration, we would refer to p. 633, where our author, we will not say discusses, but quotes, authorities on the power of a shipmaster to bind his owners by his contract. Indeed, the division of this volume which deals with *Lex Mercatoria*, by no means commends itself to us as a lucid exposition of most important laws. Here, again, we find our author citing cases instead of giving their effect and laying down plain principles. The best specimen of his work, in our opinion, will be found in chap. 46, which is a clear exposition of the force and effect of foreign judgments.

We have, however, gone into the work at sufficient length. The issue of a second edition proves that it has attained a position of authority, and is favourably received by international jurists. We have indicated what we conceive to be its defects lying on the surface. We have no grounds for impugning its accuracy, and as a compilation it must receive our acknowledgment that it is able and learned. That it will do much to simplify international law we doubt very much.

The Indian Code of Criminal Procedure. By FENDALL CURRIE, Esq., of Lincoln's-inn, Barrister-at-Law, City Magistrate of Lucknow. London: John Flack and Co., 3, Warwick-court, Holborn.

This is a fifth edition; and we have already had occasion to comment on the excellent character of the work done by Mr. Currie. To enter upon an analytical examination of the code would be of very little interest to our readers, and it would be really necessary to do this if we wished to illustrate fully the merits of our author. Necessarily he has been confined to annotation. The sections of the code are printed in bold type, and Mr. Currie's notes follow in small type. We have looked through some of the annotations, and we find Mr. Currie thoroughly comprehending the principles of the Code and the practice under it. Perhaps we could hardly give him higher praise than by saying that what the late Mr. Oke did for English criminal law that he has done for the Indian Penal Code.

The general reader, however, will find the introduction to this work of much interest. It is entitled "A Brief Historical Sketch of the Code of Criminal Procedure," and we are glad to receive the testimony that "the law of procedure as now enacted, puts an end to many abuses and technicalities, and greatly simplifies the procedure of the criminal courts. Artificial assumptions of technical shadows (whatever that may mean), and obviously absurd fictions, find no shelter under the plain and straightforward language of the code, and it makes a clean sweep of quibbles." This is very high praise of a criminal code.

A Treatise on Extraordinary Remedies, embracing Mandamus, Quo Warranto, and Prohibition. By JAMES L. HIGH. Chicago: Callaghan and Co. London: Stevens and Haynes.

MR. HIGH is quite right when he says that no single treatise covers the ground which he now occupies, "no previous writer having ever attempted a treatise upon either of the subjects here embraced, which should be founded upon and include the result of all the English and American decisions." On this score the book is welcome, and we think that American jurisprudence has attained to such excellence, and has been built up by men of vast learning whose successors have proved most worthy, that it is impossible to write a text book on a branch of law common to both countries without citing the legal decisions in both countries. Another merit in Mr. High's work is that "following the induc-

method he has endeavoured to group and generalise the results of his investigations, so as to ascertain the governing principles underlying all the decisions, and to state these in the text with as much brevity as seemed consistent with clearness."

The plan of our author is to take the various extraordinary remedies which are embraced in his treatise, treat them first historically and then practically. For example, in treating of *mandamus*, he describes the origin and nature of the writ. This is followed by the process applicable to questioning the title and possession of offices. His English authorities are not brought down to the latest period which might have been anticipated in a work published in 1874; but his references are reasonably complete. On the subject of *mandamus* to inferior courts he is valueless to the English practitioner, the procedure in England as regards County Courts being by prohibition. Neither under *mandamus* nor under prohibition, do we find any reference to the famous case of *Ex parte Jolliffe* so nearly affecting the powers and jurisdiction of inferior courts. This necessarily leads up to the remark that the work preponderates largely in American authorities, and we could hardly venture to say that English lawyers could safely abandon Tapping on *Mandamus*, and authors on cognate subjects, although embodied in comprehensive works in favour of Mr. High. Nevertheless, as the work of an American, the treatise under notice is one of the best which we have met with.

The Real Property Acts 1874, with Explanatory Notes. By W. T. CHARLEY, D.C.L., M.P., Barrister-at-Law. London: Sweet.

This little work comprises the provisions of the Leases and Sales of Settled Estates Amendment Act, the False Personation Act, the Powers Law Amendment Act, the Real Property Limitation Act, and the Vendors and Purchasers Act; a table of cases cited or referred to by the author, a reproduction of many Parliamentary utterances by members of the Profession in both Houses in regard to the measures in question, and, though last, not least, an useful index arranged separately for each Act of Parliament.

We are confirmed in our opinion that the work is only intended to serve a present want by the author's own statement in his preface. It will be found serviceable to the practitioner until the publication of a more complete and exhaustive commentary. We regret that a minute examination of the several provisions of the five Acts in question should have induced a member of the Legislature to observe, in the preface of this book, that "it seemed desirable to accompany the new statutes with such explanatory notes as might tend to elucidate their meaning and set forth their objects." Assuming this to be a correct view of the legislation embodied in the work before us, we are forced to admit that it is rather the rule than the exception, that this should be required in connection with the legislation of recent years.

We have received the second edition of Mr. INDERMAUR's very useful *Epitome of Leading Conveyancing and Equity Cases* (Stevens and Haynes). The work is very well done.

Also we have to acknowledge the second edition of Messrs. LELY and FOULKES's *Licensing Acts of 1829, 1869, and 1872-1874* (Henry Sweet and Stevens and Sons). The reading of the Acts contained in this volume is lucid, whilst it is exhaustive. It is hardly satisfactory to hear the authors express the opinion that the new statute law rather increases than diminishes the difficulty of the subject, as it makes no attempt at consolidation, but merely adds one more to the Licensing Acts.

We have received a copy of a new monthly legal publication entitled *The Law*. What possible object is to be served by issuing in pamphlet form half a dozen milk and water articles on worn-out topics, such as the Unanimity of Juries, and the Bills of Sale Act 1854, and the effect of the Judicature Act, we confess ourselves unable to determine. The only other legal monthly publication is a conspicuous failure, and we cannot suppose that anyone will by purchase encourage *The Law* to prolong a vain struggle for existence.

SOLICITORS' JOURNAL.

A SOLICITOR writes complaining that, having a judgment in the Superior Court at Westminster against the debtor of a client, and such debtor having gone to Ireland after the service of the writ of summons, but before judgment signed, he considers the means of enforcing payment on such judgment do not offer sufficient facilities in such a case, and requesting us to call attention to the matter. Our correspondent must surely have overlooked the provisions of 31 & 32 Vict. c. 54 (Judgment Extension Act), which seems to offer every facility that can possibly be desired. The judgment in the English Court has only to be registered in the Irish Court of Common Pleas, and a writ of *fiat fieri*, or a judgment summons can at once issue from the latter court.

It is only here and there we hear of demands for the appointment of stipendiary magistrates, and even when heard it is a cry often raised by a faction for some ulterior purpose, or in consequence of some temporary perturbation of the public mind. From a return made to the House of Commons, of the places in England and Wales having stipendiary magistrates, it appears that these appointments are not on the increase. The 26 & 27 Vict. c. 97, empowers the governing bodies of corporations, cities, towns, and boroughs of 25,000 inhabitants and upwards to appoint stipendiary magistrates, the preamble states that the execution of the office of justice of the peace within populous cities and places had become difficult and burdensome, on account not only of the great and increasing population, but because of the difficult and important legal questions that arise; and further, that there was good reason to believe that these cities and places would secure the services of stipendiary magistrates, being barristers of five years' standing, for the more speedy and effectual execution of the office of magistrate, the better protection of the persons and properties of the inhabitants, and the advantage of the public. The return above referred to, shows that the cities and boroughs whose magistrates had found their office too difficult and burdensome, amount in all to six, including the Government towns of Chatham and Sheerness. An Act, 2 & 3 Vict. c. 71, provides that twenty-seven magistrates might be appointed to the metropolis, which included suburban districts now under justices of

of the peace. We find, however, only twenty-three magistrates appointed to the metropolis. There had been, previous to 1863, nine stipendiary magistrates appointed under the provisions of the 5 & 6 Will. 4, c. 76, s. 99, at salaries from £1500 to £3000 a year. From a professional point of view this report is not encouraging, but it must be frankly admitted that, having regard to the class of business usually disposed of in petty sessions, a layman of ordinary intelligence, assisted by a competent solicitor as magistrates' clerk, and moreover in more difficult cases often also by professional men on the part of the parties concerned, is fully competent to discharge satisfactorily the duties appertaining to the office of magistrate. There seems no prospect of the Stipendiary Magistrates Act being made use of in other than very exceptional cases.

It is suggested to us by a London solicitor that the operation of the Judicature Act will in great part remove that condition of things which justified or called for the extra duty of £3 payable on the certificates of London practitioners, and that the council of the Incorporated Law Society ought, so soon as the new Act is in operation, to secure the passing of an enactment assimilating the certificate duty payable on all solicitors' certificates to practise.

THERE is a very large amount of business in the Bankruptcy and Insolvency Courts still undisposed of, and which has to be dealt with under the earlier Bankruptcy Acts. A case has recently come to our knowledge in which some years back an order was made in the case of the bankruptcy of a naval officer directing the Paymaster-General to withhold from such officer's pay annually a specified sum until the creditors were paid 6s. 8d. in the pound; and at length the bankrupt gives notice to the Paymaster-General that no further deductions should be made from his pay, upon this the official assignee takes alarm and an application is at once made with a view of securing further payments out of the bankrupt's pay. Again, notwithstanding this great lapse of time, no taxation of costs has taken place and the delay, in great part unnecessary, will tend to increase the cost for taxation. It is manifestly unjust that a bankrupt so circumstanced should be at the mercy of official and creditors' assignees or the solicitor of the one or the other, in regard

to when the accounts shall be finally audited and closed. On the subject of taxation of costs it should be said that the system in the bankruptcy offices is on all fours, as regards delay, with that which obtains in the Chancery taxing offices, an appointment obtained to-day would be for, at least, a month hence. The way in which taxations of costs in common law matters are disposed of, is far more expeditious and satisfactory. It is to be hoped that when the rules under the Judicature Act are in full working order, a better state of things in this respect will be found to exist.

A CORRESPONDENT writes that he considers it would be a great boon if some measure could be adopted, or some order made, dealing with the large mass of Chancery suits and proceedings which have been almost, and in very many cases quite, at a standstill for many years; that they will ever be disposed of in the ordinary course, seems perfectly hopeless. Costs to an enormous amount remain untaxed, and funds are in court to which, in many cases, necessitous beneficiaries are entitled. Many of these suits have been always in the hands of Chancery clerks only, and as one such clerk supersedes another, so the facts connected with, and the position of suits become more and more obscure, until at length such an entanglement is presented as no one, in or out of the solicitor's offices, can unravel. There are, every practitioner in extensive business knows, a large number of suits and proceedings in this position, the solicitor has perhaps expended many hundreds of pounds, by way of disbursements in the matter, and after a lapse of numbers of years he finds himself all but helpless in his desire, in his client's and his own interests, to dispose of and complete such a matter. We quite admit the desirability of providing a remedy for this unfortunate state of things; but in what direction to look for it, is difficult to say. To go to the root of some of these proceedings is the work almost of a lifetime, and the labour almost of a history.

SOME justices of the peace are very incompetent and unfitted for the responsible positions into which they are at times thrust from political motives, and some few magistrates' clerks are not as competent as they should be. The following, at all events, in part illustrates the correctness of these assertions: Mr. Lawrence recently

applied to the Court of Queen's Bench on behalf of one Robins, a grocer, for a rule for a *mandamus* calling upon two of the justices of Monmouthshire to hear and determine his application for a certificate to sell wine, spirits, and sweets not to be consumed on the premises. He had given the necessary notices and went before the justices sitting as the licensing committee. They called upon him to give evidence of character, whereupon he was about to call the superintendent of police and others, but he was told the magistrates required *written testimony*, and not oral evidence. One of the justices said the applicant was a respectable man and ought to have his licence. The chairman replied, "That it might be so, but he must produce a written character." A report in a local newspaper attributes to counsel applying for the writ the statement that the solution of the course adopted, perhaps, was the fact that there was "only the magistrates' clerk to advise them." It is hardly needful to say that this is a very uncalled for reflection on a most competent body of men, and from the report before us it does not even appear that the magistrates' clerk was present on the occasion. In a case of James Ballard, Mr. Lawrence said this was a similar application. When Ballard appeared before the justices, the chairman said to him, "Have you a written character?" He replied, "No," upon which the chairman rejoined, "Then you follow Thomas Robins." Rules were of course granted.

A SENTIMENTAL article on imprisonment for debt has appeared during the week in the columns of the *Daily Telegraph*. The opinion of our contemporary is founded on a return recently issued, showing the number of County Court commitments for the year 1873 to have been 5279. Of these 2492 were imprisoned for default in payment of debts over 40s.; 2756 were locked up on judgments for sums above 5s., but not exceeding 40s.; 30 for indebtedness between the sums of 1s. and 5s.; and, says the *Daily Telegraph*, "one luckless wretch was put in prison for a debt of one shilling! He must have been a most hardened and contumacious offender, and it is to be hoped that he became all the better for the chastening which the County Court judge felt bound to administer to him; for, judgment summonses are not to be disobeyed with impunity." Our contemporary adds: "It appears to us expedient before a man's body is taken in execution, to distrust upon what goods he has." We can hardly suppose the views indicated by the article in question to be genuine, but rather designed to meet the approval of a certain large section of the public. Our readers will agree with us that a large proportion of the commitments are rendered absolutely necessary by the contumacious conduct of judgment debtors. The abolition of imprisonment for debt has fostered in the minds of certain classes the idea that they may pay *when it suits them*, and with these the simple order to pay in a fixed time or by instalments at stated periods is deliberately disregarded. It would be most unfortunate if the power at present vested in County Court judges to commit for contempt was taken away or even curtailed. Solicitors know well enough that the abolition of imprisonment for debt has left them in a great measure powerless to recover their client's debts under £50, and in the case of larger amounts recourse is had to the Bankruptcy Act in a manner never contemplated. Sentiment is out of the question. People have to live, and by honest means; and unless the law gives to a creditor ample means of enforcing prompt payment of just debts, serious consequences must inevitably follow.

We publish in these columns a report of a case of considerable importance to articulated clerks. It is certainly astonishing that mistakes are so frequently made in regard to the stamping, enrolling, registering, and filing of articles of clerkship, and the circumstances of the case before us, as also the serious consequences entailed upon the articulated clerk by his negligence (for we can call it by no other name) should prove a warning to the many who are too apt to trust to unreliable information obtained in casual conversation as to the *modus operandi* in such matters. It could not be expected that the court would make such an order as that asked for, though it is hard for the clerk to have to serve another two years in consequence of the error committed.

So far as we have been able at present to ascertain, the number of solicitors who were on the 9th inst. elected to the office of mayor is less than it has been in former years. Among those elected are the following:—The Right Hon. D. H. Stone, for London, admitted in Michaelmas Term, 1839; Edwin Barnett, Dorchester, Michaelmas Term, 1861; Joseph Stokes, Dudley, Easter Term, 1860; William Wightwick, Folkestone, Easter Term, 1843; Charles Fryer, Preston, Hilary Term, 1857; George Metcalfe, Watson, Stockton-on-Tees, Michaelmas Term, 1855; George Woodbury

Cockram, Tiverton, Hilary Term, 1847; P. Prothero Smith, Truro, Trinity Term, 1832; W. H. Stewart, sen., Wakefield, Hilary Term, 1830; George Boulter Welsford, Weymouth, Michaelmas Term, 1856; Henry Field Wilkins (County Court Registrar), Chipping Norton, Hilary Term, 1829; William Nicholls Marcy (Clerk, to Magistrates, &c.), Bewdley (re-elected), Hilary Term, 1834; G. T. Canning, Esq., Chard; Frederick Vivian Hill, Esq., Helston; Alderman J. Parry Jones, Denbigh (re-elected, fourth time); Mr. William Watson, Headon, Yorkshire. We hope to be able to publish further names in our next issue.

We have received from a subscriber a very interesting document which want of space prevents our publishing in our present issue. In forwarding it our correspondent says it was sent from the office of the Controller of the Post-office Savings Banks to the representative of a deceased depositor, who applied for information as to what would be necessary to enable him to withdraw the amount deposited by the deceased. This precious document speaks for itself, and is a Government lesson to the people how to do without solicitors. The affidavits to lead to probate and administration must be sworn "in the office," and in this instance "the department repudiates agents." We have no wish, nor have solicitors, that the service of professional men should be resorted to without occasion, but on the other hand Government officials must not be permitted to issue printed statements which point out to the public a course which, if adopted, will not benefit those pursuing it, and is yet injurious to the Profession. We shall again refer to this practice when printing the notice in question.

We regret to have to announce that Mr. Daniel Burges, who has been for twenty-five years Town Clerk of Bristol, has died suddenly, at his residence at Clifton. Mr. Burges had attended his official duties during the day, and was present in the Police-court to welcome the new mayor, Mr. Christopher Thomas. He expired in his chair while he was reading a newspaper. He was admitted on the roll of attorneys in Trinity Term, 1832, and was held in high esteem by his professional brethren. His decease will be duly noticed in our obituary columns.

NOTES OF NEW DECISIONS.

TRADE MARK—LAPSE OF TIME—FRAUDULENT INTENTION—INJURY TO PLAINTIFF—INJUNCTION.—The court will not refuse to grant an injunction to restrain the infringement of a trade mark, on the mere ground that a great number of years have elapsed since it was first infringed by the defendant. But when many years have elapsed before the plaintiff takes steps to restrain the infringement, the court will require clearer proof than it would otherwise have done that the trade mark was adopted by the defendant originally with a fraudulent intent, and will require the plaintiff to prove that he had been actually injured by the infringement. Decision of Malins, V.C. affirmed: (*Rodgers v. Rodgers*, 31 L. T. Rep. N. S. 285. Ch.)

SOLICITOR'S LIEN—"PROPERTY RECOVERED OR PRESERVED"—23 & 24 VICT. c. 127, s. 23.—ANCIENT LIGHTS—COSTS.—A solicitor was engaged to defend a suit instituted to restrain the defendant from re-building his house so as to interfere with the plaintiff's ancient lights, and to obtain a mandatory injunction in respect of the portion of the house already built. The defendant became bankrupt before the hearing, and his trustee compromised the suit on the terms that the building should neither be taken down nor raised higher, and then sold the house to a person who afterwards mortgaged it. On a petition by the solicitor praying for a declaration that he was entitled to a charge for his costs upon the house under the 28th section of the 23 & 24 Vict. c. 127: Held (affirming the decision of the Master of the Rolls) that no "property" had been "recovered or preserved" within the meaning of the Act, and that the petition must be dismissed with costs: (*Foxon v. Gascoigne*, 31 L. T. Rep. N. S. 289. Ch.)

LESSOR AND LESSEE—UNDERLEASE—COVENANT NOT TO ASSIGN OR UNDERLET WITHOUT LESSOR'S CONSENT.—In an agreement for an underlease of coal mines, it was provided that the underlease should contain "the like provisions, conditions, and stipulations in all respects" as were contained in the original lease. The original lease contained a covenant on the part of the lessee not to assign or underlet without the lessor's consent. Held (reversing the decision of Bacon, V.C.) that in the covenant against assignment in the underlease, it was not the name of the original lessor which was to be inserted as the person whose consent was to be required, but that of the under-lessor: (*Williamson v. Williamson*, 31 L. T. Rep. N. S. 291. Chan.)

STAKEHOLDER—INTERPLEADER—PARTIES—COSTS—UNDERTAKING AS TO DAMAGES—INQUIRY.—Where there are two or more claimants of goods in the hands of a stakeholder, the only way in which he can protect himself is by filing a bill of interpleader. If, instead of doing so, he litigates with the claimants separately, he must pay the costs of the successful claimant. Goods in the hands of a shipowner were claimed by the shipper under an alleged lien, and also by the holder of the bills of lading. The shipper filed a bill to restrain the shipowner from parting with the goods, and the other claimant brought an action on his bills of lading against the shipowner. To restrain this action the shipowner filed a bill, to which he did not make the shipper a party, and an injunction was granted on the usual undertaking as to damages. The shipper's bill was dismissed with costs. Held (reversing the decision of Bacon, V.C.) that the bill of the stakeholder to restrain the action brought by the holder of the bills of lading must be dismissed with costs, and that the defendant to that bill was entitled to an inquiry as to damages under the undertaking: (*Loing v. Zeden*, 31 L. T. Rep. N. S. 284. Chan.)

WILL—CONSTRUCTION—PARTICULAR OR GENERAL RESIDUE—ADEMPTION—MISDESCRIPTION—GIFT CUM ONERE.—Testator gave a sum of £10,000 and all the money he had invested in the funds, to trustees upon trust to invest such portion thereof upon mortgage of freehold security as would be sufficient to produce certain annuities; and gave the residue of the said sum of £10,000, and money in the funds, to L. W. A. The will contained a general residuary clause. Some of the annuities, being for charitable purposes, were void. Held, that the void bequests fell into the particular and not the general residue. Testator gave to L. A. all balances of profits due to him from the firm in which he was a partner, up to the month of June 1869, and gave all his share and interest in the firm and profits from June 1869 to other persons. Between that date and the time of his death testator drew from the partnership, on account of profits, nearly the whole amount due to him in June 1869. Held, that the legacy to L. A. was adeemed *pro tanto* by the drawings. Where a testator in the same gift bequeathed shares in a company, which were onerous, together with other property: Held, that the legatees might disclaim the onerous shares: (*Aston v. Wood*, 31 L. T. Rep. N. S. 293. V.C. B.)

COURT OF QUEEN'S BENCH.

Monday, Nov. 9.

(Before BLACKBURN, LUSH, QUAIN, and ARCHIBALD, JJ.)

Ex parte BEDFORD.

Articled clerk—Non-registration of articles within six months of execution.

F. Octavius Crump moved on affidavits for an order that service under articles might be reckoned from the date of their execution, notwithstanding more than six months had elapsed. The affidavits stated that the articles were executed in June 1872, that they were registered and the stamp duty and penalty paid last month, that the articulated clerk had been informed at the time of entering into the articles that he could stamp and register them at any time on payment of the penalty, and that he had no intention of defrauding the revenue. Counsel referred to *Ex parte Norton* (26 L. J. 24, Q. B.); to *Ex parte Herbert* (31 L. J. 33, Q. B.); and to *Ex parte Belk* (9 L. T. Rep. N. S. 516.) In the latter case Pollock, C. B. said, "Our opinion is that the provisions for the filing of the affidavit, and the enrolment of the registration of the contract in the 6 & 7 Vict. c. 73, s. 8, are not merely for the purposes of the revenue, but also for assisting in securing the due fitness of persons who are to be admitted as attorneys in the courts of Westminster Hall. It seems to us, therefore, that it is not enough that the Treasury is satisfied, but that we ought to take care also, that the other objects of the statute are not frustrated, and consequently, if it appeared that the omission to stamp the articles and so to enrol them and the affidavit, were wilful, on the part of the clerk, whether because not stamped or for any other reason, we should not interfere to assist him." There had here been a mistake only and no wilful evasion of the Act of Parliament, and it was not a case in which ignorance should affect the *bona fide* service of the clerk.

LUSH, J., referred to *Ex parte Bishop* (30 L. J. 48, C. P.), and a master handed to the court a recent case in 22 W. Rep., in opposition to the application, which

The COURT finally declined to grant, saying that the fact of the clerk serving with knowledge that the articles were not stamped or enrolled was fatal. It would open a door to fraud upon the revenue if clerks were allowed thus to evade the provisions of the Act of Parliament.

Attorney for applicant, *Bourdillon*.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants appear.]
DICKSON (Thos. Goldie), Edinburgh, accountant, one dividend on the sum of £2758 12s. 6d Three per Cent. Annuities. Claimant, said Thos. Goldie Dickson.
HETLEY (Wm.), Long Orton, Hants, farmer; and Wright (Thos. Parish), Helpstone, Northamptonshire, farmer, £242 13s. 9d. Reduced Three per Cent. Annuities. Claimants, said Wm. Hetley and Thos. Parish Wright.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BATTERSEA FOUNDRY AND HORSESHOE WORKS (LIMITED).—Petition for winding-up, to be heard Nov. 20, before V.C.H.

BESSEMER STEEL AND ORDINANCE COMPANY.—Creditors to send in by Dec. 31, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to C. F. Kemp, 18, Walbrook, London, the official liquidator of the said company. Jan. 15, at the chambers of V.C.M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

HOLYWELL LEVEL SILVER LEAD MINING COMPANY.—Creditors to send in by Dec. 4, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to J. S. Bleas, Liverpool, the official liquidator of the said company. Dec. 11, at the chambers of V.C.M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.
MILDENHALL AND HUNDRED OF LACHFORD FARMANET BENEFIT BUILDING SOCIETY.—Creditors to send in by Nov. 30, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Jas. Read, Mildenhall, Suffolk, the official liquidator of the said society. Dec. 9, at the chambers of V.C.M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

SARRA COMPANY LIMITED.—Petition for winding-up to be heard, Nov. 20, before V.C.M.
TOWN AND COUNTRY PUBLISHING COMPANY.—Creditors to send in by Nov. 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Wm. H. McCreight, 6, Raymond-buildings, Gray's-inn, Middlesex, the official liquidator of the said company. Dec. 7, at the chambers of V.C.B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ALBERT (Hugh), Southall-park, Middlesex, gentleman. Dec. 10; Wm. Gribble, solicitor, 12, Abchurch-lane, London. Dec. 17; V.C.H., at 12 o'clock.
CHADWICK (Thos.), Bury, contractor. Feb. 1; P. and J. Watson, solicitors, 9, Broad-street.
COTTER (Thos.), Wombell Hall, Northfleet, Kent, Esq. Dec. 10; J. C. Hayward, solicitor, 5, Frederick's-place, Old Jewry, London. Dec. 23; M.R., at 11 o'clock.
DE CUADRA (Buenaventura), Lansdown-square, Rosherville, Kent, and 43, Lime-street, London, commission merchant. Dec. 10; Chas. Robbins, solicitor, New-square, Lincoln's-inn, London. Dec. 22, M.R., at eleven o'clock.
HAWBRIGHT (Jane), Horse Head inn, Wythburn, Crosthwaite, Cumberland, widow. Dec. 31; Robert Broatch, solicitor, Keswick. Jan. 14; V.C.H., at twelve o'clock.
HOWELL (Wm.), Swansea, grocer. Dec. 7; Strick and Bellingham, solicitors, Swansea. Dec. 18; V.C.H., at twelve o'clock.
IVY (John), 14, Buckingham-street, Fitzroy-square, Middlesex, plasterer, scagliola manufacturer, and plaster of paris maker. Dec. 21; Taylor and Co., solicitors, 28, Great James-street, Bedford-row, London.
JONES (Ismael), Treforest, Llanfyll, Vardre, Glamorgan, licensed victualler. Dec. 1; David W. Davis, solicitor, Cardiff. Dec. 8; V.C.B., at twelve o'clock.
MARTIN (Sir Wm.), Hyde Park-gardens, Middlesex, and Westmont, Ryde, Isle of Wight. Dec. 5; Charles W. Young, solicitor, 12, Essex-street, Strand, London. Dec. 19; M.R., at eleven o'clock.
SCHWERSKEY (Isaac), Cross-street, Birkenhead, outfitter. Nov. 30; C. R. Copeman, solicitor, Liverpool. Dec. 10; V.C.M., at twelve o'clock.
SWELL, otherwise BOLTON (Jas. Bolton), Bedford, bookseller and printer. Dec. 9; H. Tebbis, solicitor, Bedford. Dec. 19; V.C.H., at twelve o'clock.
VIALI (King), Baythorn-park, Essex, Esq. Dec. 15; Purkiss and Perry, solicitors, 1, Lincoln's-inn-fields, London. Dec. 23; V.C.H., at twelve o'clock.
WALKER (Wm.), Nag's Head Inn, Wythburn, Crosthwaite, Cumberland, inn-keeper. Dec. 31; Robert Broatch, solicitor, Keswick, Cumberland. Jan. 14; V.C.H., at twelve o'clock.
WELLS (Henry Jas.), 3, Little Mitchell-street, St. Lukes, Middlesex, licensed victualler. Nov. 24; A. Crossman, solicitor, 3, King's-road, Bedford-row, Middlesex. Dec. 1; V.C.B., at twelve o'clock.
WILLIAMS (Elizabeth A.), Gnislas, Glamorgan, spinster. Dec. 4; R. Pennington, solicitor, 9, New-square, Lincoln's-inn, London. Dec. 12; V.C.M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ANNANDALE (Wm.), Bingley, and of Morpeth, and 7, Eldon-place, Newcastle-upon-Tyne, civil engineer. Dec. 25; Allan and Davies, solicitors, 23, Grainger-street, Newcastle.
BARTOCK (Geo.), Storrington, Sussex, farmer, maltster, and seed merchant. Dec. 1; Geo. F. Mant, solicitor, Storrington.
BAYLIFFE (Joshua J.), Portsmouth, Sheffield, grocer. Nov. 30; Rodgers, Thomas, and Swift, solicitors, Bank-street, Sheffield.
BELCHER (Henry), 84, Copenhagen-street, Islington, Middlesex, builder, formerly 30, Stoneham and Legge, solicitors, 5, Philip-lane, London.
BIDDER (Geo.), 31, Blackman-street, Borough, Surrey, engineer. Dec. 31; Wm. Foster, solicitor, 7, Queen-street Place, London.
BLOFIELD (Samuel G.), late of 2, Arnold-road, Tooting, Surrey, formerly of 60, Winche-ter-street, Pimlico, Middlesex, gentleman. Dec. 31; J. Edwin Carter, solicitor, 64, Austin Friars, London.
BULMER (John), Oakfield, Clapham-park, Surrey, and of St. Clement's House, Clement's-lane, London, and of Acorn Wharf, Surrey, timber merchant, and late a partner in the firm of Peter Rolt and Co. Nov. 30; Newbon and Co., solicitors, 1, Wardrobe-place, Doctor's-commons, London.
CAREY (Wm. J.), 4, Arlston House, Bedford-park, Croydon, Surrey, and 34, Mark-lane, London, shipowner. Dec. 10; Wm. A. Crump, solicitor, 10, Philip-lane, London.
CHILD (Chas.), Box Farm, Vernham Dean, Southampton, farmer. Jan. 1; J. Smith, solicitor, High-street, Andover, Hants.
COLE (Jos.), Dudley, victualler. Nov. 11; Coldicott and Gunning, solicitors, 29, Castle-street, Dudley.
COLLY (Mary), Cheltenham, spinster. Jones and Bull, 21, Cambray-place, Cheltenham.

COWPER (Geo.), Exhall, Warwick, beerhousekeeper. Dec. 8; J. Langston Jones, solicitor, Alceston.

CULVERWELL (Samuel H.), 21, Norfolk-street, Strand, London, Esq. Jan. 1; Walters and Gush, solicitors, 3, Finsbury-circus, London.

DALBY (Wm.), Stonal, Kempsey, Worcester, farmer. Jan. 14; Bate Palmer, Woodhall, Kempsey.

DART (Geo.), Cotton Bassett, Notting, Esq. Feb. 12; Upton and Co., solicitors, 20, Austin Friars, London.

DEBNEY (Emma), 25, Bolsover-street, Marylebone, Middlesex. Dec. 20; Jos. Wm. Froud, 40, Chandos-street, Middlesex.

FAIRBAIRN (Sir Wm.), Bart., Manchester. Nov. 30; Cunliffe and Beaumont, solicitors, 43, Chancery-lane, London.

GARRICK (Isabella), formerly of 102, Bishop-gate-street, Whitchin, London, afterwards 11, Thomas-terrace, Blue Anchor-road, Bermondsey, Surrey, and at the time of her decease residing at 2, Christchurch-terrace, Camberwell, Surrey, Spinster. Jan. 4; James Goren, solicitor, 27, South Moulton-street, Oxford-street, London.

GIBSON (Alexander C.), Bebington, Chester, surgeon. Dec. 24; J. Webster, solicitor, 32, Queen-street, Whitehaven.

GOSWORTHY (Geo.), 74, Chancery-lane, Notting, Middlesex. Esq. Nov. 30; Jones and Starling, solicitors, 9, Gray's-inn-square, London.

GOOD (Henry), 60, Moorgate-street, London, stationer. Dec. 24; Carr and Co., solicitors, 70, Basinghall-street, London.

HARRISON (Wm.), Radford, Notts, miller. Feb. 1; Percy and Co., solicitors, Whitechapel, Notting, Esq.

HENDERSON (Wm.), 13 and 15, Wharfedale City-road Basin, and of Tottenham-lane, Hornsey, London, builder and contractor. Dec. 1; East and Funston, solicitors, 3, Sion College, London-wall, London.

HOBSON (Francis), Burnt Stones, Sheffield, merchant. Nov. 24; H. Walter Ibbotson, solicitor, 23, Change-alley, Sheffield.

KILGUS (Samuel), Lower-road, Deptford, Kent, grocer and cheesemonger. Jan. 7; W. R. Kersey, solicitor, 52, Gracechurch-street, London.

KLAFTENBERGER (Chas. J.), 157 and 159, Regent-street, Middlesex. Dec. 31; Richardson and Sadler, solicitors, 28, Golden-square, London.

KNIGHT (Very Rev. Wm.), Hartlepool, canon of the Roman Catholic Church. Jan. 1; Leaper and Harvey, solicitors, Granger-street, West, Newcastle-upon-Tyne.

LUPTON (Thos.), 21, Fashion-street, Dockhead, Southwark, Surrey, fishmonger. Jan. 12; J. Mote, solicitor, 1, Walbrook, London.

M'KERRICHAN, otherwise CAMERON (John), Westminster-road, Liverpool, plumber. Dec. 31; Whitley and Madcock, solicitors, 4, Water-street, Liverpool.

MILES (John), 3, Carliele Villas, Eastbourne, Esq. Dec. 1; Upton and Co., solicitors, 20, Austin Friars, London.

MILWARD (Isabella), Richmond-hill, near Whitehaven, widow. Dec. 7; Pitman and Lane, solicitors, 27, Nicholas-lane, Lombard-street, London.

REED (Wm.), Jun., Doncaster, coach builder. Dec. 11; F. A. Fisher, solicitor, Doncaster.

ROSE (Hon. Sir Geo.), 4, Hyde Park-gardens, Middlesex. Jan. 1; Cunliffe and Co., solicitors, 56, Brown-street, Manchester.

SHAW (Ely W.), Holywell House, Stainland, Halifax and Holywell Mills, Stainland, woollen manufacturer. Jan. 20; North and Sons, solicitors, 4, East-parade, Leeds.

SKILL (Jas.), Felstead Bury, Essex, farmer. Jan. 1; Collyer-Bristow and Co., solicitors, 4, Bedford-row, Middlesex.

SOLOMON (Nathaniel L.), 23, Westbourne-square, Middlesex, and of the Island of St. Helena, merchant. Dec. 22; S. Solomon, solicitor, 23, Finsbury-place, London.

SMART (Thos.), Mare-street, Hackney, Middlesex, and of the Bank of England, Esq. Nov. 30; Sheffield and Sons, solicitors, 34, Lime-street, London.

STOREY (Thos. B.), Glatton, Hunts, farmer. Dec. 15; Greene and Mellor, solicitors, Huntingdon.

SYKES (Sarah), 10, St. George's-terrace, Leeds, widow. Dec. 7; Hick and Jones, solicitors, 7, Cookridge-street, Leeds.

TAYLOR (Hannah), 26, Middleton-road, Dalston, Middlesex, spinster. Dec. 1; W. Carpenter and Sons, solicitors, 4, Brabourne-place, Philip-lane, London.

TEXTON (Edward G.), Ashton House, Beetham, Westmorland, esq. Dec. 21; Thorneley and Dismore, solicitors, 14, Water-street, Liverpool.

WALKER (Henry S.), Whitby, gentleman. Dec. 21; Gray and Pannett, solicitors, Whitby.

WALKER (Margaret), Dunseley, Newholm-cum-Dunaleigh, widow. Dec. 1; Gray and Pannett, solicitors, Flowergate, Whitby.

WEALL (Wm.), 5, Bell-yard, Doctor's-commons, London, and of Pinner, Middlesex, solicitor. Dec. 31; J. D. Blake, solicitor, 5, Bell-yard, Doctor's-commons, London.

WHITE (Mary Lydia), formerly of 61, Sloane-street, Chelsea, Middlesex, late of 23, Rue Montoye, Quartier Leopold, Brussels, spinster. Dec. 31; Walters and rector of Twywell, Northampton. Dec. 23; Geo. F. Truscott, solicitor, 2, Maddock's-row, Exeter.

WINNING (Jas. Wm.), Heath Cottage, Sydenham-road, Croydon, Surrey, Esq. Dec. 31; J. and F. Needham, solicitors, 1, New-inn, Strand, London.

WORTLEY (Susannah), 2, Portland-place, Portland-road, road, Norwood, Surrey, widow. Jan. 3; Wm. Jaquet, solicitor, 4, Sergeant's-lane, Wapping, London.

YALLOP (Rev. G.), Alphington, Devon, rector of Twywell, Northampton. Dec. 23; Geo. F. Truscott, solicitor, 2, Maddock's-row, Exeter.

REPORTS OF SALES.

Tuesday, Nov. 3.

By Messrs. NEWBON and HARDING, at the Mart.
 Dalston.—Nos. 23 and 27, Shrubland-grove, term 68 years—sold for £325.
 Lower Clapton.—Nos. 3 and 4, Laura-place, freehold—sold for £1000.

Wednesday, Nov. 11.

By Messrs. RUSHWORTH, ABBOTT, and RUSHWORTH at the Mart.
 Piccadilly.—No. 27, Albemarle-street—sold for £11,400.
 Bexley-heath.—Mera Lodge, with stabling, &c.—sold for £675.
 Enclosures of land, containing 7a. 3r. 25p.—sold for £2490.
 Tintern Lodge, Langiboy Lodge, and Mordard Lodge, freehold—sold for £4000.
 Abbey Wood.—Nos. 2 to 10, Harrow-cottages, freehold—sold for £250.
 Godstone, High-street.—Two houses with shops, freehold—sold for £620.
 Southwark.—Nos. 191, 193, 195, 197, 199, 201, 207 and 209, Union-street—sold for £210.
 Whetstone.—Freehold cottage, with plot of land and three cophold cottages—sold for £335.

The throat and windpipe are especially liable to inflammation, causing soreness and dryness, tickling and irritation, inducing cough and affecting the voice. For these symptoms use glycerine in the form of lozenges. Glycerine in these agreeable confections, being in proximity to the glands at the moment they are excited by the act of sucking, becomes actively healing. 6d. and 1s. packets (by post 8 or 15 stamps), labelled "James Epps and Co., Homoeopathic Chemists, 48, Threadneedle-street, and 170, Piccadilly."—[Adv.]

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

RATING OF TRAMWAYS.—In assessing the rateable value of tramways, the annual gross traffic receipts earned over the entire system must be taken as the basis of the estimate of the rent, and the net receipts in each parish as the criterion of the rateable value in each parish. Where a tramway route begins and ends in the same parish, the net receipts of that route is the value upon which the tramway owners must be rated. Where a tramway route extends through two or more parishes, the fairest practicable mode of apportioning held to be by dividing the receipts from each distinct service route in proportion to the lineal mileage of such route in each parish respectively. The general expenses, except horse expenses, allowed proportionately to the number of car miles run over in each parish upon each of the several distinct service routes therein: (*London Tramways Company v. The Assessment Committee of Lambeth*, 31 L. T. Rep. N. S. 319.)

ASSESSMENT OF SPORTING RIGHTS.

A "Somersetshire Magistrate" writes to the Times:

The time is fast approaching when, in pursuance of the Act of last session, the several Assessment Committees throughout the country will have to take in hand the valuation of mines, woodlands, and sporting rights. The mode of assessing mines and woodlands is sufficiently indicated in the Act itself; but with regard to the valuation of sporting rights everything is vague and undefined, and in this respect an almost impossible, and certainly a most invidious, duty is relegated to the judgment of the several committees.

It will, I imagine, be necessary that, in every county, a preliminary meeting of delegates from their respective committees be convened in order to lay down the broad principles upon which to base a satisfactory and uniform rating throughout each county of these "sporting rights." In this view, and in the hope of arriving at some practical result which may be satisfactory, at any rate in my own county (which is not one of the great game preserving counties), I have ventured to suggest to the Assessment Committee of which I am chairman the adoption of the five following propositions, and I shall deem the insertion of them in your columns as the very best means of testing their practical value:

"1. That where the right of sporting is let apart from the occupation of the soil, such right shall be assessed at an amount not less than the rent for which such right is let.

"2. That where by reason of the preservation of game (including rabbits) the renting value for agricultural purposes of the lands so preserved is depreciated, the rate for sporting rights over such lands (whether such rights be let or not) be not less than the amount by which the renting agricultural value is so depreciated.

"3. That in all woodlands in the occupation of the owner, and in which the right of shooting is in the owner's hands, an assessment of 1s. 6d. per acre be charged in respect of the sporting rights.

"4. That where the right of sporting in the hands of the owner extends over a considerable area, and is exercised under favourable circumstances as to locality and convenience for game, but without either pecuniary profit to the owner of the right, or detriment to the renting value of the land for agricultural purposes, an assessment of 6d. per acre on open lands and 1s. 6d. per acre on woodlands, shall be taken as a fair average rating value of such right.

"5. That where the right of sporting is exercised by the owner over an area so limited or so inconvenient as to afford no reasonable probability of pecuniary or other advantage accruing from the exercise of such right beyond an occasional amusement, and where such right is exercised without any forced preservation of game and without any appreciable injury to the agricultural value of the land, such right shall be deemed a 'bare right,' incapable of forming the subject of any appreciable rate, any more than the right of walking over such land would be capable of assessment."

COURT OF QUEEN'S BENCH (IRELAND).

CANTWELL (app.) v. DOWLING (resp.).

The Bona Fide Traveller.

In this matter a summons has been issued at the suit of Joseph Dowling, a constable of the B division of Metropolitan Police, against Mr. James Cantwell, proprietor of the Star and Garter Hotel, D'Olier-street, for having, on the 24th Feb. 1874, kept his house open for the sale of intoxicating liquors between the hours of eleven and twelve o'clock at night. The information of the constable was that on the occasion in question he found twenty-six persons sitting at different tables,

most of them having drink before them. Mr. Cantwell said that these persons were either lodgers in the house or were *bona fide* travellers. On the hearing of the summons it was found that eleven of the parties were actually lodgers, that five or six others were *bona fide* travellers, and no evidence was given respecting the remainder. Mr. Woodlock, under the circumstances, convicted Mr. Cantwell, and imposed a penalty of £1, but consented to state a case for the opinion of the court. In this case Mr. Woodlock said he found that every reasonable precaution was taken by Mr. Cantwell to exclude all persons who were not either lodgers or *bona fide* travellers, and that both he and his employes believed that those in the house belonged to either category. The questions submitted for the consideration of the court were—Does the onus of proof lie on the hotel keeper to prove that all persons found drinking after closing hours are either lodgers or *bona fide* travellers; and, secondly, is the *bona fide* belief that all persons to whom intoxicating drink was supplied after closing hour were either lodgers or *bona fide* travellers a sufficient answer to the summons?

Heron, Q.C. (instructed by Messrs. Ennis and Son), now appeared to move that the conviction be quashed.

The *Solicitor-General* (instructed by *W. Lane Joyn*, solicitor to the Crown and Treasury), said he had considered the matter, and was prepared to consent that the conviction should be quashed, without costs. The offence could never arise under the new Licensing Act, inasmuch as the hotel keeper would be privileged if he gave drink to lodgers or *bona fide* travellers.

Fitzgerald, J.—After having made *bona fide* inquiries?

Solicitor-General.—Yes.

Fitzgerald, J.—And having a *bona fide* belief in the result of these inquiries?

Solicitor-General.—Yes; and so Mr. Woodlock has found in this matter. The present enactment, it strikes me, would not leave a man open to a prosecution under the circumstances disclosed here. We, therefore, consent that the conviction shall be quashed.

Fitzgerald, J.—It must be the act of the Crown, and not that of the Court. I shall, certainly, never be a party to quashing a conviction which I believe to be right.

Solicitor-General.—It is the act of the Crown certainly. We do not think the circumstances would constitute an offence under the new Act.

O'Brien, J.—Perhaps the better course would be to allow the case to be struck out of the list.

LORD CHIEF JUSTICE.—But if it be struck out the conviction will stand.

Solicitor-General.—Well, if your Lordships please, I will open the circumstances of the case.

Fitzgerald, J.—There is no necessity. If you, representing the Crown, state to the court that, having considered the matter, you have come to the conclusion that the conviction may be quashed, the officer will record the consent, and the order will go.

The conviction was then, by consent, declared quashed, without costs.

WALSALL BOROUGH QUARTER SESSIONS.—These Sessions will be held on Friday, Nov. 20, before *W. J. N. Neale, Esq., Recorder*. Ten days' notice of appeal must be given to *Mr. S. Wilkinson, Clerk of the Peace*.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

SALE—DELIVERY BY INSTALMENTS—FAILURE OF BUYER TO PAY FOR ONE INSTALMENT—INSOLVENCY OF BUYER—REPUTATION BY SELLER—ACTION FOR NON-DELIVERY—WHETHER REPUDIATION JUSTIFIABLE.—Where goods sold are delivered by instalments, if the buyer fail to pay for one instalment, and is believed by the seller to be insolvent, the seller is justified in repudiating the contract. The defendants contracted to sell old iron rails to the plaintiff, "delivery to take place during 1872, payment net cash, against bill of lading." On the 27th Jan. the defendants sent the plaintiff an instalment of rails, and the plaintiff paid the amount and received the bill of lading. On the 31st Jan. an invoice in respect of a further instalment was sent to the plaintiff, but the plaintiff did not take up the bills of lading in respect of such further instalment, notwithstanding notice from the defendants that if he did not the rails would be sold to other parties. The rails having been so sold accordingly, the defendants, on the 14th Feb., advised the plaintiff that they considered the contract cancelled, the plaintiff demurring to any such cancellation. On the 22nd Feb. the plaintiff filed a petition for liquidation under sect. 125 of the Bankruptcy Act 1869, the result of which was that the plaintiff agreeing to pay a composition of 2s. 6d. in the pound, and the trustee in bankruptcy determining not to adopt

outstanding contracts, the estate of the plaintiff was reassigned to him on the 23rd June. On the 23rd July the plaintiff called upon the defendants to go on with the contract, and, upon refusal, sued them for non-delivery. The jury found that the plaintiff could not have paid for the bill of lading according to contract; that the defendants had ground for believing, and did believe, both on the 13th Feb. and on the 24th July, that the plaintiff would be unable to pay for the future bills of lading, and had in fact abandoned the contract: Held, that the defendants were justified in treating the contract as cancelled, and a rule to set aside a verdict entered for the defendants discharged. *Withers v. Reynolds* (2 B. & Ad. 882), followed: (*Bloomer v. Bernstein and another* (31 L. T. Rep. N. S. 306. C. P.))

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Friday, Oct. 30.

(Before *H. W. Cole, Esq., Q.C., Judge.*)

Re STEEDS.

Equity suit—Restraining—B. A. 1869, sect. 77—Married woman next friend.

Motteram (instructed by *Jacob Rowlands*) appeared in support of a motion to restrain proceedings in an equity suit, in which there was a settlement, until after the hearing of a motion in bankruptcy for an order under the 77th section of the Act declaring the rights of the parties in the furniture at the bankrupt's house, valued at several hundreds of pounds; and also certain stock deposited with the Worcester City and County Banking Company.

Lordale Warren (instructed by *Crowther Davies*) appeared on the other side.

Motteram said this matter stood in a somewhat peculiar position. There was a motion in bankruptcy, and then his friend stated that there was no person to protect an infant who had rights under the settlement. When he was permitted to file a bill appointing a trustee for the child, Mr. Warren did it in the name of a married woman, seeking to make her the next friend, which was quite contrary to the rules of practice. No married woman could give the required security for costs.

Lordale Warren could not say he had found any absolute authority to show that a married woman could not appear as the next friend.

His Honour had had thirty years' experience in the Court of Chancery, and he never heard of such a practice.

Warren pointed out that his main point was to get the matter suspended until it could be clearly decided to whom the estate really belonged.

After some further legal argument His Honour made an order that *Frederick Herbert Steeds* be appointed to appear and take part in the proceedings in the bankruptcy on behalf of himself and all other persons interested under the settlement made on the 25th February, 1734, with reference to the household furniture and railway stock alleged to be subject to the trust of such settlement; and that he be served with all applications that should be made in the matter concerning this property. The further hearing was adjourned to the 19th of November.

Re SOLOMON WOOLF.

Husband and wife—Separate property of wife used in bankrupt's business—Trust fund.

THIS was a motion in which *Lordale Warren* (instructed by *Crowther Davies*) appeared on behalf of *Mr. Luke J. Sharp* (the trustee in the bankruptcy), and applied for an order declaring who was entitled to the stock-in-trade, book debts, and other outstanding assets; whether it was *Mr. Sharp* or the trustee under a marriage settlement. In 1872, £400 was settled upon the bankrupt's wife by *Mr. William Woolf, sen.*, in accordance with a marriage settlement, which contained somewhat singular conditions. Part of the £400 was laid out in furniture, and no claim whatever was made in respect to that; and the remainder was used in the business of the bankrupt, so that the case came within the 15th section. Where a married woman had separate property of her own settled upon her, and it was afterwards employed in her husband's business, then she became liable for the debts of her husband under the marriage settlement. *Mr. Sharp* was appointed receiver of the bankrupt's estate in December last, and he took whole of the stock and effects. The whole of the business he (*Warren*) believed to be worth possession; but the trustee under the marriage settlement also took possession, and claimed the £250. It was not only against the provisions, but against public policy, that such a course of proceedings should be allowed, because, if it were, any tradesman previous to his marriage might settle the whole of the property to be invested in his business and used for trading on false capital

as it were on his wife's money. When the creditors came down on him, and wanted him to pay their debts, he could say, "That is my wife's. It belongs to the settlement, and, although I am trading with it, it is not mine." He (*Warren*) relied on the case, *Jarman v. Wollaton* (3 Term Rep. p. 618), where it was held that a woman might before marriage have the business and furniture settled so as to enable her to carry on the trade separately. If the husband did not interfere with them, and there was no fraud, such effects were not liable for the husband's debts; but whether the trade was carried on simply by the wife or with the husband was a question left for the jury to decide.

Motteram, in reply, said the motion was in fact, to ask the court to declare that certain goods should be the goods of the trustee in bankruptcy. They were of the value of from £230 to £290. He contended that the case cited did not affect the present one, where the creditors of a man were seeking to follow a trust fund simply because it was a trust fund, and to take it to pay their own debts, which was certainly rather novel. He (*Motteram*) was contending against the application, when

His Honour said, the question to be decided was, who was entitled to the money lent on the goods.

It was stated that the goods were being redeemed daily, and it was hoped that the court would settle who was to receive the money paid in connection with the pawnbroking business.

His Honour declared that the money which at the time of the bankruptcy had been lent, and was owing to the bankrupt on pledge of goods in the bankrupt's trade as a pawnbroker, did form part of his property divisible amongst his creditors; that the pawned goods, on security of which such money was lent, should be held by the trustee of his estate, subject to any rights affecting the same on the part of persons who pledged such goods; and that the trustee in bankruptcy should take such steps as should from time to time be proper for realising or receiving the payment of the moneys on the security of such pawned goods.

LISKEARD COUNTY COURT.

Monday, Nov. 9.

(Before *M. BERE, Esq., Judge.*)

Alleged assault on a County Court bailiff—Procedure—Appointment of sub-bailiff—Seizure under an unregistered bill of sale within twenty-one days.

Messrs. Edward Spry, auctioneer; *John Pooley*, bailiff; and *James Pooley*, shopkeeper, all of Liskeard were summoned to answer the complaint of *William Murray*, the high bailiff of the Liskeard County Court, for that they did at the village of St. Germans, within the jurisdiction of the court, on Monday, 21st Sept. assault *Joseph Jago*, one of the bailiffs of the court, whilst in the execution of his duty as such bailiff.

Raby appeared for the plaintiff.

Sparkes, of Crediton (instructed by *Hingston*), represented the defendants.

Raby, in opening the case, stated that the action was brought under a section of an Act of Parliament which states that any officer or bailiff—

Sparkes, interrupting, drew his Honour's attention to the fact that they were summoned to answer the complaint of *Mr. Murray* for an assault on *Joseph Jago*. He submitted that the person assaulted should have been the one to enter the plaintiff.

His Honour.—The high bailiff summons now for an assault on his servant.

Sparkes—I can understand an action for assault and battery being brought by a master for a servant, and if this be such an action then the proper form has not been observed, because there is no plaintiff or defendant. This was either a summons from the County Court, or it was not. If it was it must be taken out by the party assaulted, or if it be a civil process it ought to follow in the rule of civil processes, and there should have been an ordinary summons taken out.

His Honour could not allow the objection to stand. This was a summary process, and they had better hear the merits of the case.

Raby then stated the facts. In the month of September last the bailiff of this court, under a warrant, proceeded to St. Germans and levied on the goods of a *Charles Panter*. The plaintiff employed was *Jago*, who on arriving at St. Germans found *Panter* there, and also another man, who stated that he was in possession of the goods. He asked him to produce his authority, when he replied that he had none there. Shortly afterwards *Mr. Spry*, the auctioneer, arrived for the purpose of selling the goods, but had no authority. This gentleman left the premises, but returned again, in company with a clerk in the employ of *Mr. Hingston*, who produced a document and read it. The sale was proceeded with, and a horse brought from a stable which had been locked

by Jago. The lock had been broken, and on the horse being brought out Jago laid hold of it. He was then assaulted, and the animal rescued from him.

Jago was called, and in answer to Mr. Raby said he was a sub-bailiff of the court, and produced his authority.

Sparkes requested his Honour's attention to this document. He first of all objected to it on the ground that being an appointment to an office of profit it must be stamped.

His HONOUR.—I very much doubt if an appointment of this kind requires a stamp.

Sparkes.—The registrar's appointment requires a stamp.

His HONOUR.—There is a difference of opinion in the Inland Revenue Office itself on this matter.

Sparkes then complained that the document did not bear any evidence on the face of it, showing that the appointment had been allowed by the judge as provided by the Act of Parliament, but his Honour being against him on this point, the evidence of Jago was proceeded with, and agreed with the opening statement of Mr. Raby. The assault complained of was, that on the plaintiff taking hold of the bridle of the horse when it was brought from the stable, John Pooley caught him by the collar and "kneukled" him under the chin, Spry, at the same time, saying, "I will relieve the horse," and cutting the reins with a knife.

Cross-examined by Sparkes, Jago said:—I know a man named Taylor, he was acting as an under bailiff on the day in question, and joined me at the house of Panter, and remained in possession. I gave the warrant to Taylor by Mr. Murray's order. He told me that Taylor should take possession. I was to remain there as well. At the time the assault was committed, Taylor held the warrant, and was in possession inside the house. My duty was to look after what was on the premises. When Taylor was indoors I was out. Mr. Spry ordered the horse to be brought out. I did not hear John Pooley ask Taylor for the keys, nor see them given up. The slaughter-house, where the horse was, is in an orchard, which is entered by a gate. This gate I found locked on my arrival, and I entered the orchard by going through the dwelling house. The horse was in the house, and I put a lock of my own on the door. I did not see the lock broken open, but I saw it afterwards. I laid hold of the horse, as a portion of my duty, and my intention was to have taken it to some place of safety.

His HONOUR here said that he thought the man was in the execution of his duty, in endeavouring to get back what had been rescued, and if a person put his little finger on the ear of Jago it would constitute an assault.

Witness continuing, said.—I saw Mr. Harvey (Mr. Hingston's clerk) at the house before the scuffle about the horse, but to the best of my knowledge I did not ask him if there was a bill of sale. He said that he had one, and read something.

Sparkes.—You knew all about a bill of sale?—A.—Yes.

His HONOUR.—You know whether it conveyed all the goods or not?

Witness.—I believe it did.

His HONOUR.—Then why do you fence about the question like that. Do you really mean to tell me that you did not know what it was, or to whom the property was assigned?

Witness.—It was all done and read so quick.

Cross-examination continued:—I did not hear Mr. Murray say that he would not listen to Pooley, neither did Mr. Murray tell me to go and get Panter in order that he might be made a bankrupt. I do not recollect his saying this to anyone else. Mr. Murray and Panter had a conversation in the orchard, but I can't tell what it was. Among those who were present were two members of the Cornish constabulary, but I did not not ask them to take the three defendants into custody.

His HONOUR said he thought the dispute was a purely legal one. Was Jago in legal possession of the goods at the time? The facts must be assumed. Jago goes to the premises with a warrant and levies. Shortly afterwards Mr. Harvey comes with a bill of sale in his hands, and the question now was whether or not the bailiff was bound to give up possession.

Sparkes.—Before the warrant was issued there was a bill of sale executed, dated 5th September, from Panter to Spry, and which included *inter alia* this very horse.

His HONOUR.—That bill of sale was not registered.

Sparkes.—But the levy was made within twenty-one days of its execution, and there is an abundance of authorities which state that until the lapse of twenty-one days there is no necessity for registering. He then referred to the case of *Marple v. Hartley* (30 L. J. 92, Q. B.), and that of *Bombury v. White* (32 L. J. 258, Ex.), which showed that the bill of sale, although not regis-

tered within the twenty-one days, was good if put in force even after the sheriff had taken possession under a warrant.

His HONOUR.—All you have to know then is that possession was taken under the bill of sale. Possession may be taken after the sheriff has levied, provided it be within the twenty-one days, and the witness states that in this case the bill of sale was read to him, and by the person holding the bill of sale taking possession the sheriff was ousted.

Raby said the only question was whether the assault was committed whilst Jago was in the execution of his duty.

His HONOUR.—I cannot say it was, because his duty was to have asked the date of the bill of sale and then to have withdrawn, but instead of this he does not even attempt to find out anything about the document. There consequently must be no order.

This is virtually a verdict for the defendants, but his HONOUR had no power to make any order as to the costs.

SOUTH SHIELDS COUNTY COURT.

Thursday, Nov. 5.

(Before E. J. MEYNELL, Esq., Judge.)

MOORE v. HENDERSON.

Parent's liability for child's maintenance. Mabane for the plaintiff.

G. R. Duncan for the defendant.

His HONOUR.—This was an action brought by the plaintiff for the support of the defendant's child. It appears that the defendant and his wife are living separate. She resides with her mother, the plaintiff, and the child was born since the separation. There was no evidence of any contract by the defendant to pay the plaintiff for the support of his child, but it was argued that he was legally bound to do so. The defendant's advocate relied on *Urmston v. Newcoman* (4 A. & E. 899). I have looked into the case, and it leaves undecided the question whether a father who deserts his child is liable for necessities for it. I am disposed to think that if it ever becomes necessary to decide the precise point, it will be held he is not. In the case of *Mortimer v. Wright* (6 M. & W. 482), Parke, B., says, "It is a clear point of law that a father is not under any legal obligation to pay his son's debts, except indeed by proceedings under 43 Eliz., by which he may, under certain circumstances, be compelled to support his children according to his liability, but the mere moral obligation to do so cannot impose upon him any legal liability." It is not necessary to decide the question in this case, because I think it is not proved that the defendant deserted his child. He was examined, and said that he asked his wife to live with him, and she would not, and he would keep her if she would come to his house. The wife denied that he had asked her to go to his house; but she admitted that she was not willing to live with him. There is quite as much or more evidence, therefore, that the wife has deserted her husband as that he had deserted her. My judgment must be for the defendant.

YARMOUTH COUNTY COURT.

Friday, Oct. 23.

(Before J. WORLEDGE, Esq., Judge.)

WOOLNOUTH v. RINGWOOD.

County Court warrants—Wrongful seizure—Damages against the bailiff.

Wiltshire appeared for Ringwood.

C. Diver for the high bailiff of the County Court.

It appeared that in consequence of a judgment against a Mr. Ringwood in the Bury County Court, Knowles, the bailiff, proceeded to execute a distraint on Mr. Ringwood's goods. Knowles ascertained that a Mr. S. Ringwood, a cab proprietor, resided in Pier-place, and he therefore went and seized some of the furniture. Ringwood then threatened to do him some bodily harm, and claimed £1 15s. for his goods being taken away. A question was raised as to whether the right Ringwood had been proceeded against.

Diver contended that he had, and asked that a fine should be imposed upon Ringwood for the assault.

Knowles, the bailiff, was sworn, and proved going to defendant's for the purpose of seizing certain goods, when Ringwood refused to let him execute his duty. He took off his coat and turned up his shirt sleeves and drew his guard at Knowles, but did not strike him, although he threatened to knock his brains out. Witness sent an assistant, who accompanied him, for a policeman, and also a barrow in which to remove the furniture. The assistant having left, the defendant, who had gone out came back and again took off his coat and said he would have Knowles out. He said he would give him three chances to go, and if he did not go then he would turn him out. The witness refused to budge, saying he would rather die than flinch from his duty, and Ringwood seized hold of him

and a tussle ensued, the result of which was that Knowles was pitched out of the house. Shortly afterwards the assistant returned with a policeman and a barrow, and a chair and sofa and stand were taken away, the door being broken open in order to get at the goods. The defendant had, in the meantime, left the house. An interpleader summons, and a summons for the assault were then issued, and Knowles had to go to Newmarket to serve them on Ringwood.

Cross-examined.—Ringwood told witness he had filled in his name in a previous case, when he was not the defendant. Witness had done so. Defendant did not tell witness that he had nothing to do with the case. He did not leave his assistant and go for a policeman himself, because he knew if he had done so the assistant would have been thrown out of the house. On a previous occasion he had a distress warrant against Frederick Ringwood, and he went to 4, Pier-terrace, to seize some goods, but the defendant claimed them, and witness withdrew. Defendant did not tell witness he did not know the plaintiff, and had never had any dealings with him.

Thomas Button, assistant bailiff, gave corroborative evidence.

The plaintiff was called, and stated it was Ringwood the elder whom he intended the warrant to apply to.

His HONOUR expressed his surprise that more care was not exercised in issuing warrants. It appeared that the warrant had no Christian name attached, but as the defendant had on a former occasion said in court he was the only cab proprietor in Yarmouth of the name of Ringwood, the bailiff assumed he was the man.

Samuel Ringwood, sworn, stated that he was the only cab proprietor in Yarmouth named Ringwood, and that his father did not reside in Yarmouth. He told Knowles that he had nothing to do with Woolnouth, and Knowles jeered him, saying, "We shall see." That aggravated witness, and he did what he ought not to have done. The goods Knowles took away were his property, and he valued them at £25.

Cross-examined: He lived at 4, Pier-terrace, and the furniture in the house belonged to him. His brother Frederick and his wife lived with him. He also hired the house in Vernon-terrace, and the furniture there. He kept the house for his mother when she came down. He kept two houses because he let lodgings. He had been put to a good deal of inconvenience in coming to Yarmouth from Newmarket where his horses and cabs were. Just now was the busiest time there, and he had lost something considerable in coming to the court.

His HONOUR observed that he had come to answer the summons for assaulting the bailiff, and he would not be allowed anything for that.

Wiltshire, on behalf of Ringwood, submitted that Knowles did not use proper discretion in serving the writ. There was no Christian name, and having had some difficulty with Ringwood before he ought to have taken more care, and not been so fast in his movements. Ringwood told him he was not the man, and asked him to telegraph to Thetford about it. It might have been ascertained whether Ringwood was the man or not before the warrant was put into execution.

His HONOUR said he thought Knowles was bound to execute the warrant.

Wiltshire replied that Knowles should have ascertained he was the right man first.

His HONOUR said Ringwood answered to the description, because he said he was the only cab proprietor in Yarmouth.

Wiltshire said no doubt Ringwood had acted with indiscretion in the heat of the moment through seeing his goods taken away.

His HONOUR said the duty of a County Court bailiff was a very unpleasant one, and the public must know that they could not assault them with impunity. Defendant had no doubt acted under excitement, and he should not fine him heavily, but he was wrong in having assaulted the bailiff, who was only carrying out his duty.

Wiltshire contended that Ringwood should be allowed damages for the removal of his furniture.

Diver denied, on behalf of Knowles, that he jeered at Ringwood, and said Knowles had only done his duty in a proper manner. He contended that Ringwood had not suffered any harm by the removal of the furniture, and that he was not entitled to damages.

His HONOUR, in giving judgment, said the bailiff had *prima facie* reasons for serving the execution upon Ringwood, as he had said he was the only cab proprietor of that name in Yarmouth. He was acting in the execution of his duty, and in all cases of that sort he should feel it incumbent upon him to protect the bailiffs. But this case was not so bad as some, and he should only fine the defendant 40s. He hoped that would be a warning to others, and if the bailiff did wrong, and they came to the court, he would give them redress, but he would always protect the bailiffs from being molested in the execution of their duty. With regard to the interpleader case of

Samuel Ringwood v. The High Bailiff, the bailiff was wrong in taking the goods, and they would have to be returned, and he should award Ringwood £1 for damages he had sustained. He hoped he should not have to put the Act in force again. If people thought the bailiffs exceeded their duty, they could come to the court, but they must not disturb the bailiffs in the execution of their duty.

WIMBORNE COUNTY COURT.

(Before T. E. P. LEFROY, Esq., judge.)

BAVERSTOCK v. COX.

Collision—Rule of the road.

CLAIM, £13 19s.; damages sustained.

Tanner for plaintiff.

R. N. Howard for defendant.

Mr. Baverstock and Mrs. Moore were called in support of the claim; and Mr. Topp, Mr. Cox, Miss Lovelace, and a lad named Penton for the defence.

It seemed that Mr. Baverstock, on the 21st of August last, was driving his aunt, Mrs. Moore, from Hill Butts to Wimborne. When near the brow of Stone Hill he was driven into by defendant, his pony killed, and the carriage much injured. Defendant was in a high cart, and was driving a horse 15.2 in height. In his cart were his sisters and a female named Lovelace. Mr. Baverstock and his aunt were both thrown from their vehicle, as were also defendant and the other occupants of his cart. For the defence it was alleged that plaintiff was on his wrong side; but Miss Lovelace stated that some little distance before the collision she told defendant there was "something coming;" whereupon His Honour gave judgment for plaintiff, holding that defendant had ample time to avert the accident.

Howard said he should apply for a case against the decision.

BANKRUPTCY LAW.

BRIGHTON COUNTY COURT.

Monday, Nov. 9.

(Before W. FURNER, Esq., Judge.)

Re BOSTEL.

The powers of a trustee under a composition.

A MOTION was made by Mr. William Botting, builder, Ship-street, Brighton, and a creditor of Daniel Thomas Bostel, sanitary engineer, Duke-street, Brighton, who had fled proceedings under sections 125 and 126 of the Bankruptcy Act 1869, by his solicitor, Mr. Lamb, for the court to determine whether Mr. Frederick George Clark, being appointed a trustee for receipt and distribution only of the composition in the proceedings referred to, under rule 279 of the Bankruptcy Rules 1870, had any power to decide for what amount Mr. Botting could claim for the purpose of participating in the composition resolved by the creditors to be accepted in discharge of their several claims; and if Mr. Clark had any power to reject the proof tendered by Mr. Botting in support of his claim.

Warner Sleigh, instructed by A. F. Gell, of the firm of Messrs. Black, Freeman, and Gell, appeared for the trustee.

Briefly, the question which Lamb raised was whether, under the rule mentioned, the trustee was empowered to reject any debt.

Sleigh pointed out that from rules 252 to 315, was a set of rules for certain purposes and all the purposes analogous. The heading of the 252nd was "Proceedings for liquidation by arrangement or composition with creditors;" that was that the *modus operandi* of liquidation or composition was the same in either case, whichever was taken, so far as these rules went. The concluding clause of rule 279 was, "and they may name some person as trustee for receipt and distribution of the composition"—not as agent, not as bankrupt, not simply as receiver, but as trustee. And a trustee had responsibilities to bear, and duties to perform, not merely as trustee for property, not merely as a receiver, but as a trustee to see that the property was properly managed. The rule 318 stated the mode of proceedings under liquidation or composition; wherever the trustee rejected the claim or proof of any creditor, he should give notice to the creditor.

Lamb asserted that notice was not given until a month after the proceedings were closed, and contended that it ought to have been given before they were properly filed.

Sleigh remarked that at the meeting itself, notice was given that a majority was against Mr. Botting, and that the claim would not be allowed; and maintained that the delay was not fatal, and that the question to be decided was, had the trustee the same duties to perform under composition as under liquidation?

This question Lamb replied to in the negative, holding that, as far as composition was concerned, the trustee was merely a recipient of a certain sum of money for distribution only. Whether

the debt was £1000 or £500 was to him a matter of no consequence; but where a man was trustee under liquidation—where there was a general distribution of property among the creditors—then the trustee had a perfect right to come forward and say that he objected to a claim.

His Honour held that it was incumbent upon the creditor to come before the court and establish his claim, and decided that the trustee had the same power to reject a claim under composition as under liquidation.

Costs were allowed to the trustee.

OLDBURY COUNTY COURT.

Friday, Oct. 23.

(Before A. MARTINEAU, Esq., Judge.)

Re THOMAS AND SMITH.

Sect. 92 B. A. 1869—*Fraudulent preference—Essential conditions—Proviso in sect. 92—Burden of proof of good faith.*

Two applications were made on behalf of the trustee, Mr. Spencer Dominy, of Waterloo-street, Birmingham, the nature of which appears in the judgment.

The trustee was represented by W. Shakespeare, solicitor, Oldbury; and

T. M. Whitehouse, (of the firm of T. M. and J. Whitehouse, Wolverhampton), appeared for Mr. David Hill, of Sedgley, one of the creditors.

His Honour said: There are two applications in this matter by Mr. Dominy, the trustee in liquidation. The first application is that Mr. David Hill may be ordered to pay the trustee a sum of £610 10s. 4d., being the amount of certain bills and cheques which were made over by Smith, one of the debtors, to Hill, in payment or satisfaction of a principal sum of £500, together with the interest due from Smith to Hill on a promissory note. The second application is, that the Dudley and West Bromwich Bank may be ordered to pay to the trustee the sum of £287 19s., being the value of certain iron which was sold or made over to the bank by the debtors, as a security for, or in part satisfaction of, a debt of £500 owing by the firm to the bank. In both cases the trustee seeks to recover the amount claimed on the ground that the transaction was a fraudulent preference within the meaning of the 92nd section of the Bankruptcy Act 1869. I reserved judgment in order that I might consider the recent decisions on the effect of the 92nd section of the Act. I do not think there is much difficulty with reference to the law on this subject. In order to constitute a fraudulent preference within the meaning of the 92nd section, two things must ensue: First, the debtor must be unable to pay his debts, as they become due, from his own moneys; secondly, the conveyance transfer or payment must be made in favour of a creditor, with a view of giving such creditor a preference over the other creditors. According to the construction which has been put on the words, "with a view of giving such creditor a preference over the other creditors," it must be made out to the satisfaction of the court that the debtor's sole motive was to prefer the creditor paid to the other creditors, otherwise the payment cannot be impeached. So that if there is a mixed motive, and the debtor is partly influenced by a demand of the creditor, or by negotiations with him, the act is not a purely voluntary act, and is not a fraudulent preference, although the creditor may be a friend whom the debtor wishes to prefer: (See *Ex parte Blackburn*, L. Rep. 12 Eq. 363; *Ex parte Tempest*, L. Rep. 6 Ch. 76; *Ex parte Topham*, L. Rep. 8 Ch. 618.) It is further provided by the ninety-second section that the section shall not affect the rights of a purchaser, payee, or encumbrancer in good faith and for valuable consideration. It has been held that the protection given by those words extends to the creditor who is preferred as well as to those claiming under him, and that if a creditor for valuable consideration has no notice or suspicion that his debtor is in insolvent circumstances when the payment or transfer by way of fraudulent preference is made to him, he is protected: (See *Ex parte Blackburn*, 12 Ex. 365; *Ex parte Tempest*, 6 Ch. 75; *Ex parte Butcher*, 9 Ch. 598; *Ex parte Winter*, (18 Eq. 404). This being the law bearing on the subject of the present application, I will now consider the facts of each case separately. I will take Hill's case first. The debtors—who carried on business in partnership, under the firm of Thomas and Smith, as ironmasters, at the Bradley Iron Works—filed their petition for liquidation on the 17th March last. They then owed upwards of £12,000. Their assets amounted to £4000 at the most. They were therefore utterly insolvent. The transfer or payment made to Hill, which is impeached as a fraudulent preference, was made on the 11th March, six days before the petition was filed. I understand that it was not disputed that at the time of the transfer or payment made to Hill, the debtors were unable to pay their debts, as they became due, from their own moneys. No question was raised by Mr.

Motteram, who argued the case for the respondent, as to the sufficiency of the evidence of insolvency. The first condition, therefore, necessary to constitute a fraudulent preference might be treated as complied with. The evidence which the trustee contended proved that the impeached transfer or payment was made with a view of giving Hill a preference over the other creditors, consists of the examination of the respondent taken under sect. 97 of the Act. Mr. Shakespeare, on behalf of the trustee, proposed to read against Hill, the examination of Smith taken under the same section, but I held that it could not be read against Hill, and that if the trustee wished to avail himself of the evidence of Smith he must call him as a witness in the usual mode. Hill's account of the matter is this: The debtors entered into partnership in the beginning of 1870. Smith was Hill's brother-in-law, having married Hill's sister. To enable Smith to start the ironworks, Hill lent Smith £500 on the security of Smith's promissory note. The note, which bears date 15th Jan. 1870, runs as follows: "On demand I promise to pay David Hill £500." No application was made by Hill to Smith for payment until about two years after the loan. Then Hill told Smith that he must pay interest on the note, and the principal as soon as he possibly could. Smith said he would see to it. From that time, viz., Jan. 1872, or thereabouts—the precise date is not stated—up to the time of the impeached transfer or payment, Hill, on seven or eight different occasions, asked for payment of the debt. Smith generally said he would see to it. On one occasion he said they (meaning the firm) had been laying out money on the works, and gave that as a reason for not paying, and intimated that he was short of money. Some coolness appears to have arisen between Hill and his sister, Mrs. Smith, in consequence of which Hill did not go to Smith's house. He never went to the works of the firm at all, and it seems, according to Hill's account, that these applications for payment were made from time to time, when Hill met Smith accidentally in the street. Hill never made any written application for payment of the debt. On one occasion, about January 1874, Hill went to his attorney to consult him about enforcing payment. His attorney then asked Hill whether he wished him to issue a writ against his own brother-in-law? Hill said he did not, and accordingly no legal proceedings were ever taken to enforce payment. In the early part of the present year Hill had a serious illness. Smith then came to see him, and on one or more of the occasions on which Smith came, Hill told him he must have the money, giving as a reason that he wished to settle his affairs. Smith then said "Do not put yourself about; I will bring it again as soon as I possibly can." On the 11th March Smith came to Hill's house, to make the transfer or payment which is impeached. He brought with him bills and cheques of customers of the firm, payable to the firm, amounting in the aggregate to the exact sum of £610 10s. 4d. Smith went into some calculation of principal and interest on a piece of paper. The principal sum was £500, to that was added interest at 5 per cent. for about four years, and a sum by way of allowance in respect of some of the bills which were not yet due. The sum total, as I understand the account given by Hill, was a sum of not exactly £610 10s. 4d., the aggregate amount of the bills and the cheques; still a sum so near that for convenience, and by way of settlement, the bills and cheques were taken as the equivalent of the debt due to Hill for principal and interest. All these bills and cheques were bills and cheques of customers of the firm, payable to the firm. In the absence of any explanation on the part of Hill, or evidence to the contrary, I think it must be taken that the bills and cheques belonged to the firm, and were assets of the firm, and not separate or private property of Smith. Hill then handed to Smith the promissory note, and gave him a receipt for the £610 10s. 4d. This appears to me to be Hill's account of the matter. Hill admits in the course of his examination and cross-examination that he did not expect Smith to come on the day on which Smith made the transfer or payment, and that the payment was quite unexpected; indeed, a perfect God-send. He also admits that Smith may have said that he thought it his duty to take care of him (Hill), as he had had his money so long, or something to that effect, and that Smith said he did not know what might turn up or happen, or something to that effect, and he also admits that he did not ask what this meant; but he denies that he had any notice or suspicion that the firm were in difficulties, or about to fail. He also admits that after the failure he asked Smith whether he had entered the amount of his payment in his books; his reason for asking that question being that he wished the creditors might see the whole of the transaction, and the amount of money he had received. These are the facts as stated by Hill. There is no other evidence before me. In my opinion the transfer or payment was

by Smith to Hill was made with the view of preferring Hill to the other creditors. It is true that the transfer or payment was preceded by applications for payment; but I think the true construction is that Smith was in no way influenced by the demand by Hill in making the transfer or payment in question. It was insisted on the part of the trustee—first, that the transfer of the bills and cheques for £610 10s. 4d. to Hill, under the above circumstances was a fraudulent preference within the 92nd section. 2nd. That inasmuch as Hill was a creditor of Smith only, and not a creditor of the firm, the transfer of the notes and cheques to Hill was made without any consideration moving to the firm, and that on that ground the trustee was entitled to recover back the amount claimed. 3rd. That at all events two years' interest was paid to Hill in excess of what he was entitled to, inasmuch as interest ran not from the date but from the demand. On the part of Hill it was contended—1st. That the transfer or payment was not a fraudulent preference within the meaning of this section, inasmuch as the transfer or payment was made by the debtor under the pressure of a demand for payment made by Hill. 2nd. That assuming that it was a fraud, still that Hill had no motive or suspicion that the debtors were in insolvent circumstances, and that he is entitled to the benefit of the proviso at the end of the 92nd section, as being a payee in good faith for valuable consideration. 3rd. That inasmuch as Hill was a creditor for value of Smith, and received the bills and cheques in payment of his debt, and gave up his security on the faith of the transfer of the bills and cheques, the transfer or payment was in law for valuable consideration. I may observe that the effect of the application of partnership assets in payment of a separate debt as being in itself an act of bankruptcy was not discussed, and that the argument on both sides was directed to the question of fraudulent preference under the 92nd section, and the effect of the proviso at the end of the section as protecting Hill. I have therefore considered the question of fraudulent preference. The facts which in my opinion indicate that the sole motive which influenced Smith was that of preferring Hill to the other creditors are these:—First, Hill was a near relation or connection; secondly, up to within a few days before the debtors filed their petition for liquidation, and for a period of two years, Smith had paid no attention whatever to any of Hill's demands beyond making vague promises to see to the payment; thirdly, when Smith did make the payment he did not pay with his own proper moneys, but handed over to his separate creditor trade bills and cheques of customers of the firm payable to the firm, and that at a time when the firm was utterly insolvent, and when he knew that the assets belonged to the joint creditors. It is a singular circumstance, but I do not lay stress on it, that Hill received in effect about £50 more than was legally due to him, inasmuch as interest was calculated from the date of the note, and not from the time the demand was first made. It is also a singular circumstance, but I do not lay stress on it, that the aggregate amount of the bills and cheques belonging to the firm handed over to Hill were the exact equivalent of the sum ascertained to be due to Hill for principal and interest on Smith's promissory note. The facts I have mentioned, and particularly the fact that the payment was made by handing over the assets of the firm, seem to me to indicate that the sole object was to give Hill a preference over the other creditors. Mr. Motteram, on behalf of Hill, urged that the burden of proof is on the trustee. I think that is so, but it appears to me that, on Hill's own showing, the transfer or payment was a fraudulent preference within the meaning of the 92nd section. It then becomes necessary to consider whether Hill is entitled to the benefit of the proviso at the end of the 92nd section. I think as regards the proviso the burden is cast on Hill of satisfying the court that he received payment of the debt in good faith and for valuable consideration without notice or suspicion that the firm were in insolvent circumstances. It is so in cases under the 94th and 95th section; see *Ex parte Schultz* (9 Ch.). Hill has failed to satisfy me that he had no notice. For two years he had been unsuccessful in getting his brother-in-law to attend to his repeated applications for payment, he could not even get interest, and then on a sudden his brother-in-law comes to his house and hands over to him bills and securities of the firm in payment of the debt, and that transfer or payment is accompanied by the expression, "I do not know what may happen," or something to that effect, words which would, I think, under the circumstances, create suspicion. Hill, in his cross-examination, admits that if he had not been in ill-health he should have inquired what that expression meant. In my opinion Hill cannot be considered as a transfer or payee in good faith, and for valuable consideration, receiving the transfer and payment

without notice of the insolvency of the debtor making the transfer or payment. I have considered this case in reference to the arguments addressed to me. I should, however, observe that I do not see how Hill can avail himself of the proviso at the end of sect. 91. The bills and cheques made over to Hill belonged to the firm, and the firm in fact were paying a separate debt of one of the partners out of the assets of the firm. As Hill was a creditor of Smith's, and gave up his promissory note upon receiving the bills and cheques, the transaction may be considered as a dealing for valuable consideration; but I doubt whether Hill could be considered as a creditor for valuable considerations within the meaning of the proviso. The payment was in fact made by the firm who were not liable to pay, and no consideration moved to the firm. Assuming, however, that Hill could be considered as a creditor for valuable consideration within the meaning of the proviso, still I think the transfer of the bills and securities of the firm was an act of bankruptcy, and fraudulent: See *Ex parte Snedhill* (7 Ch. 546), where it was laid down that it is a fraud upon the creditors of a firm for a partner, who knows that the firm is insolvent, to transfer partnership assets to a creditor of his own, or to give a security over partnership assets for his own private debts, or for future advances to be made to himself. Such a transfer necessarily tends to defeat the creditors of the partnership, and to prevent the proper distribution of the assets under the bankruptcy law. In *Ex parte Snedhill*, Mellish, L.J. observes: "It appears to us that if a person is proved to know facts which constitute an act of bankruptcy, or is proved to know facts from which a court or a jury, or any impartial person would naturally and properly infer that an act of bankruptcy had been committed, he ought to have had notice that an act of bankruptcy had been committed, and that the court ought not to enter upon the inquiry whether he did in his own mind believe that an act of bankruptcy had been committed, or whether he did in his own mind draw the inference that the bankrupt intended to defeat and delay the creditors. A person may be proved to have had notice that an act of bankruptcy had been committed, either by proof that he had received personal notice that an act of bankruptcy had been committed, or by proof that he knew facts which were sufficient to inform him that an act of bankruptcy had been committed. If he is proved to have received a personal notice, he is not allowed to escape from the effect of having had notice by saying he had not read it when he ought to have read it, or that he did not believe it when he had read it. And we think if he is proved to have known facts which were sufficient to have informed him that an act of bankruptcy had been committed, he cannot be allowed to escape from the fact of having had notice by saying he did not draw the natural inference from the facts." Now in this case Hill knew that partnership assets, to the extent of £610 10s. 4d. consisting of trade bills still running and cheques of customers, were being applied in payment of a separate debt due to him from one of the firm, an application of partnership assets wholly out of the usual and ordinary course of business. He knew that for two years Smith had been unable to pay him, and when the payment is made Smith tells him that he does not know what might happen. He admits that his attention was called to the expression, and that if he had been well he should have asked what Smith meant, and his only excuse for his not asking is his illness. I think the burden of proof that he had no notice of an act of bankruptcy having been committed is upon Hill: (See *Pearson v. Graham*, 6 Ad. & Ell. 899, and *Ex parte Schultz*, 9 Ch.) He has failed to prove this to my satisfaction. Upon this part of the case I may observe that Hill has not ventured to call his own brother-in-law to support the transaction. I am of opinion that Hill has not only failed to satisfy me that he had no notice of the act of bankruptcy, but that he must be deemed to have had notice of it. I am of opinion the trustee is entitled to recover the £610 10s. 4d. I shall therefore make an order that Hill do pay the trustee the £610 10s. 4d. within a fortnight, and that he pay the costs of the application.

Whitehouse, addressing his Honour, said, whilst recognising the ability and research which the judgment indicated, yet he was bound to inform his Honour that Mr. Hill would, under the advice of eminent counsel, take steps to appeal against the judgment.

His Honour remarked that Mr. Whitehouse had a perfect right to advise his client to take that course. He was well aware that the decisions of judges were not always right, for the decisions of judges in the higher courts were sometimes upset.

His Honour then delivered his decision in the second application as follows:—The case of the Dudley and West Bromwich Bank is of a very different description. The facts are shortly these: The debtors kept an account at the bank. On

1st March there was a balance to the credit of the debtors of £4 8s. 4d. On 3rd March they obtained leave to overdraw their account to the extent of £500. The debtors overdraw their account to the full extent of their credit, and on 10th March, a cheque of the debtors for £273 7s. was presented at the bank, and was dishonoured. The manager immediately saw the debtors, and insisted on the advance of £500 being covered, intimating that if it was not the matter would be placed in the hands of the solicitor to the bank, and a writ issued. Smith promised to pay part in cash, and the remainder in iron. On the 11th, the debtors placed to the order of the managers about thirty-six tons of pig iron, and paid to the credit of the account cash and cheques amounting to £139 17s. 4d. On the 13th of March the pig iron, and some fencing which was also placed to the credit of the manager, were treated as being equivalent to £237 19s. A cheque on the manager of the Bank, payable to the debtors, or order, for £287 19s., representing this iron, was then handed to Smith, who endorsed the cheque in the name of the firm, and handed it back to the manager, to be placed to the credit of the account. In this mode the bank received in effect £427 16s. 4d. on account of their debt of £500. Now it was contended that this was a fraudulent preference within the meaning of the Act. Reliance was placed on some admissions made by the manager in his examination. After stating that he insisted, on the 10th March, on the debtor covering the advance made by the bank, the manager, in answer to the following question put to him, viz.: "They gave you the iron willingly without any pressure?" said "Oh, yes; I bothered them for more;" and in answer to the question, "They raised no difficulty?" said "No;" and in answer to the question, "There was not much pressure or refusal?" said, "No; they knew the consequences. I wanted more." I think, however, it is clear that the manager did not mean in any way to qualify his statements that he insisted on the debtors covering his advance, and that they were told that a writ should be issued if they did not; and that what he means is that it was not necessary to repeat the demand or threat, as the debtors at once consented to pay a considerable portion of the debt. I think these expressions which were, so to speak, put into his mouth, do not in any way effect the substance of the statement made by the manager. In my opinion, not only was the transfer payment made in consequence of pressure put upon the debtors by the creditor, but the debtors were in no way influenced by a desire to give the bank a preference over the other creditors. I think this application of the trustee fails altogether, and that it must be refused with costs.

WHEN IS AN ASSIGNMENT OF A DEBTOR'S PROPERTY AN ACT OF BANKRUPTCY?

THE above question has recently been elaborately considered by the Irish Court of Queen's Bench. The facts of the case were these:—A bill of sale and an assignment of land were executed by the bankrupt (Young) to the defendant (Moriarty), on the going of the former to America. The bankrupt left Ireland on Nov. 22. The bill of sale and conveyance assigned all the bankrupt's property in consideration of an antecedent debt. The deeds were executed and dated Nov. 21; but the defendant had been previously in actual possession of the lands and goods. The goods were sold by auction, at the defendant's instance, on Nov. 28 and 29. The deposition of the defendant, dated Jan. 21, 1873, in the bankruptcy proceedings, containing a statement of the circumstances attending the assignments, was read at the trial. The plaintiff's counsel demanded of the learned judge to direct a verdict on the admitted facts, insisting that the execution of the deeds, upon those facts, was *per se* an act of bankruptcy; the whole consideration being an antecedent debt, and the entire property of the bankrupt having been transferred for no other consideration to the defendant. The defendant's counsel contended that the question should have been left to the jury as to the "intent" of the bankrupt, and cited in support of their proposition the case of *Bell v. Simpson* (2 H. & N. 410). The learned judge (Barry, J.) left the case to the jury as required by defendant's counsel—his own opinion, however, inclining to the view that the execution of the deeds amounted to an act of bankruptcy.

Lord Chief Justice WHITESIDE, after examining several authorities, said:—Now, the argument pressed upon us by defendant's counsel was that, according to a series of authorities, the case must be left to the jury, as a question of intent, or as a mixed question of law and fact, and it was urged that even where a conveyance was impeached on the ground of its including all the property of the trader, yet the case was, with judicial directions, submitted to a jury. Two cases were especially relied on by the defendant's counsel—*Bell v. Simpson* (2 H. & N. 410), and *Browne v. Kempton*

(19 L. J. 169). As to the former, which is not a very complete or satisfactory case, it is enough to say that it is only a case in which the bankrupt sold a considerable quantity of his property immediately before his bankruptcy, the consideration for which was partly an antecedent debt and partly cash, £50 being the debt, and £70 only being the present advance in cash. Now, here the consideration was wholly the antecedent debt, and the conveyances embraced all the trader's property, so that he could not continue trading one hour after they were acted upon. The distinction between the cases is most clear and obvious. Nor do I see how it makes any difference in principle whether, in the present case, all the property was transferred to one creditor, the defendant, in September or in November—the nature of the act is the same. In *Brown v. Kempton* the court held that a direction to the jury was right that, where a bankrupt paid a particular debt to a creditor, the payment, if induced by fair pressure, would not amount to a fraudulent preference; that was a question properly left to a jury. In *Young v. Vaud* (8 Exch. 230) Parke, B., cites and upholds the passage from Lord Mansfield's judgment in *Worsley v. De Mattos*, which I have already quoted, and distinguishes the case before him as being a conveyance of a moiety only of the bankrupt's property, the deed was not *per se* an act of bankruptcy, and therefore, the case upon its circumstances was properly left to the jury. The case of *Graham v. Chapman* (12 C. B. 85) is a leading case upon the subject—all the authorities up to that date (1852) are there examined, and the principles which pervade them considered. The verdict for the defendant was changed into one for the plaintiffs, the assignees. There only part of the consideration was an antecedent debt, and part a present advance in cash. The facts were peculiar, inasmuch as the deed transferred all after-acquired property of the bankrupt, even although purchased by the cash then advanced, but, as the traders got no real equivalent for the deed, the bankrupt's transfer of all his property, it was ruled, necessarily defeated and delayed his creditors, and was therefore, an act of bankruptcy, without fraud in fact. The counsel for the defendant there relied on the circumstance that the deed, impeached as an act of bankruptcy, was not executed for a bygone debt, but, as found by the jury, in consideration of a further advance. Jervis, C.J., delivers an exhaustive judgment, concluding thus: "The deed here is not for future advances, but for a present payment and a bygone debt; it conveys all the trader's property, including the advance; it necessarily defeats and delays creditors, and is, therefore, an act of bankruptcy." And, notwithstanding the finding of the jury for the defendant, the verdict was entered for the plaintiffs, the assignees, pursuant to the leave reserved. I think that the principle of the law of bankruptcy applicable to this case, and the distinctions therein are well put and explained in the case of *Hale v. Alnutt* (18 C. B. 505). Many of the cases cited in the argument before us are there noticed and observed upon. What is said by Lord Abinger in *Siebert v. Spooner* is dwelt upon in argument, and applies here—"If a man assigns the whole of his effects, not for a new consideration, but for an outstanding debt, that is an act of bankruptcy, because the very nature of the transaction prevents him from carrying on his trade." A question of fraudulent preference would be for the jury. No such case of fraudulent preference was proved, and from the nature of the deed it would be void, notwithstanding pressure. The cases, I believe I might say all the cases, where the assignment of his property by the trader has been held void, or an act of bankruptcy, are cases where the assignment was made either without consideration or for an antecedent debt. That is explained in a case relied upon by the defendant, *Hutton v. Crutwell* (1 E. & B. 15), where Lord Campbell laid it down (p. 19) that, "if the deed was executed in pursuance of a previous understanding, and the trader received at the time of such understanding an adequate consideration, it is as if the deed had been executed at that time." There the loan was in April, and the deed, according to the agreement for the loan, was executed in June. There the case was, under the circumstances, left to the jury, who found for the defendant. In the judgment (p. 21) Lord Campbell, C.J. states, "So far this is the common case of a bill of sale *bona fide* given to secure an advance made, on the faith of the security, to enable a trader to carry on his business; and it is well established law that such a bill of sale is not an act of bankruptcy, although it would be an act of bankruptcy, if the consideration were either wholly or partly an antecedent debt, contracted without security;" and that, he says, was the foundation of the judgment in *Graham v. Chapman*. In the course of the argument in the latter case (p. 94), Jervis, C.J. asks, "When did it first become a settled matter of law that an assignment of all a trader's property was an act of bankruptcy?" It was answered by

Bramwell and Willes, *arguendo*, "in *Worsley v. De Mattos* (1 Bur. 461)." The Chief Justice referred to *Devon v. Watts* (1 Doug. 86). In a note to *Graham v. Chapman*, it is said to have been decided earlier in *Lav v. Skinner* (2 W. B. 996), which is there asserted to have been decided in Easter Term 15 Geo. 2. Now, when we examine the books we find *Worsley v. De Mattos* (1 Bur. 478) to have been decided in Hilary Term, 31 Geo. 2 (where it is that Lord Mansfield lays it down emphatically, that "a conveyance of all must either be fraudulently kept secret, or produce an immediate absolute bankruptcy") and *Lav v. Skinner* was decided in Easter Term, 15 Geo. 3. The latter case is a very direct authority on the point. There Appleford, the trader, in consideration of £300, assigned to the plaintiff two messuages and all his stock-in-trade, by way of mortgage; but his household goods and debts, both of which were very trifling, were not included in the assignment. The £300 was not paid at the day, so that the mortgage became absolute. It was insisted that this mortgage of the houses, being accompanied by an assignment of all the bankrupt's stock-in-trade, was *ipso facto* an act of bankruptcy. *Worsley v. De Mattos* was cited in support of that proposition. De Grey, C.J., said, "The question here turns upon this, whether the deed does not *ipso facto* create an insolvency in the trader. If so, it is clearly an act of bankruptcy, and void against creditors. And I think it creates an insolvency. It is an assignment of all his stock-in-trade, without which he can carry on no business. It is of all his substance, except his household goods and debts which alone were insufficient to discharge his incumbrances, and, therefore, made him insolvent. And if the deed be in itself an act of bankruptcy, the mortgage of the houses in the same deed is equally void and fraudulent." It is observable that nothing is there said of the intent with which the act—i.e., the mortgage—was executed, nor even of the consideration, the act itself—i.e., the assignment of all his stock-in-trade—being ruled to be an act of bankruptcy. *Devon v. Watts* (1 Doug. 87) was decided in the 19th year of Geo. 3, and the ruling was that an assignment of a lease of a bankrupt's estate (made in contemplation of a bankruptcy) to some of the creditors is an act of bankruptcy. It is in the case of *Hassell v. Simpson* (fully reported in the note to *Devon v. Watts*, from page 88 to 92) that the law is fully and explicitly laid down, as already stated. In this latter case the language of De Grey, C.J., in *Lav v. Skinner*, is questioned, and objected to, for the counsel in argument for the defendant says, "As to the case of *Lav v. Skinner*, it was decided on a principle which certainly is not law, for the Chief Justice is there made to say, that the question turned upon this, 'whether the deed did not *ipso facto* create an insolvency in the trader; that, if so, it was clearly an act of bankruptcy.'" Lord Mansfield interposes, "You are right; a man may be insolvent without being a bankrupt, and a man may become a bankrupt, and yet be able to pay 25s. in the pound. The reason why a man becomes a bankrupt who conveys away all his property is, that he thereby becomes totally incapable of trading." Then, in delivering judgment, Lord Mansfield states, "It has been settled over and over, that if a trader makes a conveyance of all his property, that is instantly an act of bankruptcy. It is fraudulent; it destroys the capacity of trading." Those decisions justify the statement by Cockburn, C.J., in the case of *Woodhouse v. Murray*, already referred to, that the law had years ago been so laid down. It was long ago decided, in *Siebert v. Spooner* (1 M. & W. 714), that an assignment of the whole of the property of a trader is an act of bankruptcy without actual fraud. I have shown that the same principle was determined a century before the case of *Siebert v. Spooner*, and cannot be disputed now. Therefore, upon those authorities, which we are not disposed to question or disturb, the verdict must be entered for the plaintiffs, pursuant to the leave reserved.

O'BRIEN, J., concluded his judgment in these terms: In my opinion, it clearly follows from those authorities that an assignment of all a trader's property would not necessarily, of itself, be an act of bankruptcy, if made in consideration not only of an antecedent debt, but also of a substantial further advance. It is true that, in such a case, although the further advance be of a substantial amount, there may be circumstances to show that the assignment was invalid, as having been executed for the purpose of defeating or delaying creditors, or for some other purpose in contravention of the policy of the bankruptcy laws. But, the question as to the intent and object of the parties would be for the jury to determine. And, in the present case, the only question left to the jury as to the object, or purpose for which the deeds were executed, appears to have been found by them in defendant's favour. With respect to the question whether, in this case, the further advance of £43 was an advance of such a substantial part of the value of the

property as would prevent the assignment from being necessarily, and *per se*, an act of bankruptcy—it appears upon the evidence that the value of the property, assigned by the bill of sale, was about £230, that the landlord's claim thereon for rent was £52, leaving about £228 as its net value. It also appeared that the land comprised in the deed of conveyance was subject to a charge vested in the Irish Church Commissioners, to an annuity of £13, and to a mortgage to the National Bank; and it was not shown what was the value of the land, or whether it was or was not more than sufficient to meet those charges. There was, therefore, no evidence that the value of the property assigned amounted to more than about £228; so that the sum of £43 advanced was little less than $\frac{1}{5}$ of the net value. And the question is whether, under all the circumstances of the case, that advance is to be considered as being (to use the words of Willes, J., in *Pennell v. Reynolds*) the advance "of a substantial part of the value of the property?" If, in the present case, no further advance whatever was made by the defendant to Young, in addition to the antecedent debt, then the plaintiffs would be entitled, as matter of law, to have a verdict directed for them, as the deeds included all the property of Young, with only a colourable exception. The further advance, however, alters the case. The amount of that advance was to be considered by the jury, together with the other circumstances of the case, in coming to a conclusion on the question whether the deeds were executed for the purpose, or had the effect of defeating or delaying Young's creditors. But, having regard to the finding of the jury on the question left to them, the plaintiffs would not be entitled to have the verdict directed for them, except we should hold, as matter of law, that the small amount of the advance necessarily made the execution of those deeds an act of bankruptcy, independent of any consideration of such other circumstances. It may be that, having regard to the amount of that advance, and to those other circumstances, the jury came to a wrong conclusion in finding that the deeds were not executed with a view of Young's absconding; and if plaintiffs merely sought to set aside the verdict, already obtained, as being against the weight of evidence, there would, in my opinion, be strong grounds for our doing so, and for our sending the case for a new trial. It is, however, a very different question whether plaintiffs are entitled to have the verdict now entered for them. The question whether, upon the evidence given at the trial, the execution of those assignments constituted an act of bankruptcy or not, was for the consideration of the jury, subject, of course, to the principles of law laid down by the judge as to what would constitute such an act. The reservation at the trial, giving plaintiffs liberty to have the verdict entered for them, contained no provision that the court should be at liberty to draw inferences of fact from the evidence; and, therefore (according to the practice in this country), we should not, in my opinion, substitute ourselves for a jury, by deciding that the further advance of £43 was so insufficient in amount as necessarily to make the execution of these deeds an act of bankruptcy. Can it be laid down by the court, as matter of law, that the £43 was so insufficient in amount as to that it could not be relied on in support of the deeds? In the case of *Ex parte Fisher* it appeared that the assignment included all the trader's property, that the value of such property was £718, that the antecedent debt was £624, and that the amount of the further advance was only £100—being something less than one seventh of the value of the property assigned, and, accordingly, less in proportion to it than the advance in the present case is to the value of Young's property. And yet, Lord Justice Mellish states (p. 644), "We do not think that we can lay down, as matter of law, that the smallness of the amount of the advance necessarily makes the bill of sale an act of bankruptcy, but we think it affords strong evidence that the principal object of the parties in the whole transaction was, not to enable the bankrupt to continue his trade, but to secure to Mr. Wells the repayment of his past advance." And it appears that the court, upon the entire evidence in the case, came *a priori* to the conclusion that such was the object of the parties in the transaction. That case, and two other cases in equity—viz., *Ex parte Foeley* (L. Rep. 3 Ch. 515) and *In re Wood* (L. Rep. 7 Ch. 302)—have been relied on by plaintiffs' counsel, as showing that, notwithstanding the finding of the jury, we should act upon our own opinion of the evidence, and enter a verdict for plaintiffs. But judges in equity, exercising the functions of jurors as well as of judges, have a power of dealing with and acting on the evidence before them which courts of common law do not possess, except it be given to them by the consent of the parties. And it appears to me that, according to the opinion of Lord Justice Mellish in *Ex parte Fisher*, the smallness of the amount of the advance in the present case does not

necessarily make the execution of the deeds in question an act of bankruptcy. In the case of *Shrubsole v. Sussams*, already mentioned, in which an assignment of all the trader's property was upheld, the value of the property, or the amount of the antecedent debt or further advance is not mentioned, but Erle, C.J., stated that it was a small advance. We have, also been referred by plaintiff's counsel to some cases at law, as showing that even courts of law might (without regard to the finding of the jury) act upon the conclusions which they themselves draw from the evidence, as to such assignments being acts of bankruptcy or not, and might enter the verdict accordingly. But, upon examining those cases it will be found that they are no authority for our adopting that course in the present case. In two of these cases—*Leake v. Young* (2 E. & B. 955), and *Bittlestone v. Cook* (6 E. & B. 296)—the power of drawing inferences of fact from the evidence was expressly given to the court by the reservations at the trial. In *Newton v. Chandler* (7 East. 185) the question came before the court upon a case stated for their opinion. In *Woodhouse v. Murray*, and *Graham v. Chapman* (already mentioned) the assignments included the entire of the trader's property. In the former of those cases there was no further advance whatever, as the consideration of the assignment; and in the latter case it appears, from what I have already stated, that the decision proceeded upon the ground that, in consequence of the provision in the deed as to the trader's future acquired property, there was, in fact, no equivalent given to the trader for any property, and the court considered the case as if there had been no further advance whatever. In those two cases, therefore, there was no question as to the sufficiency of the further advance, and the courts were clearly authorised to enter the verdicts they did, holding as matter of law that an assignment of all a trader's property, in consideration merely of an antecedent debt, was in itself an act of bankruptcy. In *Smith v. Cannon* (2 E. & B. 75) the jury found that the assignment was an act of bankruptcy, and the court held that there was evidence to warrant such finding. In some other of the cases cited the verdicts of the jury were only set aside, and new trials directed. But no case has been cited which, in my opinion, would warrant our entering a verdict for plaintiffs in the present case. Defendant's counsel have relied upon the decision in *Re Gass* (Ir. R. 2 Eq. 310, 2 Ir. L. T. 40). In that case, however, the trader's property was not included in the assignment, and the facts in other respects were essentially different from those before us; but, the observations of Lord Justice Christian are in some respects applicable to the present case. With respect to the general question of an assignment by a trader being an act of bankruptcy, he states (p. 310), "The question is, in its entirety, one for the jury, and it is for them to say whether, under all the circumstances, the effect of the assignment is to defeat and delay creditors." If the jury have in this case come to a wrong conclusion, we have the power of setting their verdict aside; but I am of opinion, for the reasons I have stated, that the plaintiffs are not entitled to have the verdict now entered for them.

Justices Fitzgerald and Barry delivered similar opinions.

LEGAL NEWS.

MR. THOMAS REGINALD CRAWFORD, registrar of the Dublin Exchequer Court, has been adjudicated bankrupt. His liabilities are £32,000. He had a salary of £800 yearly.

The following motion will be introduced by Mr. Charles Ford, for discussion at a meeting of the Union Society of London, 1, Adam-street, Adelphi, on Tuesday next:—"That barristers-at-law should be liable in an action for the negligent discharge of professional duties."

WELSH JUDGES.—The late Mr. Commissioner Goulburn having gleefully informed Lord Lyndhurst that he been appointed a Welsh judge, with an understanding, i. e., that if his office were abolished he should not be entitled to compensation; his Lordship replied: "Then you are the first Welsh judge that I ever heard of that was appointed 'with an understanding.'"

In England there is one lawyer for every 1240 of the population; in France, one for every 1970; in Belgium, one for every 2700; and in Prussia, one for every 12,000 only. Another curious fact is that in England the number of persons belonging to each of the different professions is nearly the same. Thus there are 34,970 lawyers, 35,483 clergymen, and 35,995 physicians. In Prussia, on the other hand, there are 4809 physicians to only 1362 lawyers.

THE NEW TOWN CLERK OF BRISTOL.—At a meeting of the Finance Committee of the Bristol Corporation on Thursday morning, the office of town clerk, vacant by the death of Mr. Dan.

Burges, was offered to Mr. William Brice, who has acted as city solicitor for many years, and that gentleman accepted the position.

THE WINTER CIRCUITS OF THE JUDGES.—The following are the arrangements settled on Thursday morning by the six judges appointed for holding the Winter Circuits:—Mr. Justice Blackburn and Mr. Justice Mellor, Manchester and Liverpool, where both civil and criminal business will be taken; Baron Bramwell, Kent, Surrey, Sussex, Wilts; Mr. Justice Brett, Chester, Stafford, Worcester; Baron Cleasby, Durham, Newcastle-on-Tyne, Leicester and borough; Mr. Justice Denman, Warwick, Yorkshire, West Riding (Leeds).

YOUNG advocates will be, we imagine, not a little amused at the observations made by Mr. Serjeant Ballantine during the conduct of a charge of perjury preferred by Mr. Pugin against Mr. Hodgson, heard before the magistrates of Ramsgate, and reported in the London daily papers of Thursday last. The learned serjeant, in the course of his address, observed as follows: "Now, in dealing with a criminal charge, there ought to be brought into the consideration of it temper and moderation, but he fancied the counsel for the prosecution had become so inoculated with the grievance of Mr. Pugin that he had become a kind of photographic representation of him, and had never been able to prevent that representation being patent to the court. He himself remembered the time when he believed every client of his to be an immaculate person, and when he felt bitter indignation on any one of them being sentenced as a rogue and a vagabond. He was sorry that those halcyon days had passed away, and it might be that his learned friend, impressed with similar views, would in future years exclaim, 'God bless my soul, how could I have believed that case at all?'"

ILLNESS OF DR. KENEALY.—Dr. Kenealy was to have delivered an address at Loughborough on the Tichborne trial, but although he arrived in town from Peterborough in the course of the afternoon he was unable to appear. In the course of the meeting, which was addressed by Mr. Guildford Onslow, a letter was read from Dr. Kenealy, regretting his absence. He said—"I am lying in bed in the most utter exhaustion; the attacks of my enemies, and the enemies of all independent thought in England, are slowly killing me. Their assassinlike assaults culminated last week in their Pittendreich indictment, and in my disbarment by Gray's Inn, leaving me without a profession or the means of livelihood in advanced years, when I have been unable to provide for my family. They calculate, with a cold-blooded glee, upon my being reduced to poverty, and are but completing that ruin which the three judges resolved upon from the first when they saw that I would not desert my client and betray his cause. They had pledged themselves to his destruction, and they finish their deed of guilt by compassing my death, keeping me in perpetual torment of mind now for nearly two years. Yet I would rather be as I now am than if I had been raised to the Bench with a consciousness that I had disgraced it. I hope soon to be able to revisit the town, and give my personal experience of one of the greatest crimes ever committed in a court of law—the unjust conviction of 'Tichborne.'"

CRIMINAL LAW IN THE CITY.—At the Mansion House, on Saturday last, the retiring Lord Mayor, Sir Andrew Lusk, M.P., on taking his seat, said, addressing Mr. Gresham, the Chief Clerk, Mr. Gore, the Assistant Clerk, and the other officers of the court, as that was the last time he should appear there as the head of that tribunal, he might be permitted to thank them all for the uniform courtesy and attention they had invariably shown him during his year of office, and, he believed, to all persons who had occasion to come to that Justice room for the transaction of business, and also for the ability and judgment they had manifested during the hearing of the various cases which had come before them for investigation. That court had long been remarkable for the high legal attainments of its officers, and he was proud to think that it had not fallen away during the last twelve months. He could not, he was sorry to say, congratulate the public on any reduction in the amount of crime. Indeed, as far as he could discover, there had been a slight increase in the number of persons sent for trial as compared with last year. In 1872-3 the persons committed from that court for indictable offences were 88 males and 1 female; and in 1873-4 for such offences 122 males and 6 females. But the number of cases of vulgar crime, as he might call it, such as picking pockets and other street offences, had materially diminished. That might, perhaps, be attributable to the action of the School Board in rescuing large numbers of young people from the streets, but that, of course, he could not say. There was, however, he was sorry to say, an increase in crimes by persons of education—such as embezzlements, forgeries; and larcenies by servants, also of cases against fraudulent debtors and of con-

spiracies to defraud. In the Mansion House district the number of cases dealt with summarily was much less than last year, and this was especially remarkable in cases of drunkenness, which were 24 per cent. less than in 1873, and the same might be said of cases of assaults. To the Press he tendered his thanks for the fair and accurate reports from time to time of the proceedings there. Punishment would be of little use as a preventive measure were it unknown to the public, and the Press, therefore, discharged a useful public function to the administration of justice in that respect. Further, he was afraid that the many cases connected with commercial and other companies which he had noticed during his tenure of office did not say much for the morality of the times in which they lived. Mr. Gresham, the Chief Clerk, addressing the Lord Mayor, said, on behalf of himself, of his worthy colleague, Mr. Gore, and the rest of the officers who were associated with him in the administration of justice in that court, he begged to tender their best thanks to his Lordship for the very kind observations he had made respecting them, and if Sir Andrew had witnessed in them a desire on their part to discharge the duties intrusted to them in carrying on the business of the court, they, on the other hand, were deeply indebted to his Lordship for the urbane and courteous manner in which he had uniformly treated them on all occasions during his year of office. As to the question of crime, he was sure the public would be well satisfied with the manner in which he had invariably administered justice there during his year of office, holding, as he always had, the scales of justice with an impartial hand, and that the manner in which justice had been administered there would redound to the credit of the city of London. Mr. Beard, solicitor, one of the under-sheriffs in the past mayoralty, expressed the pleasure he had, on the part of the profession of which he was a member, in indorsing the remarks of the Chief Clerk, adding his own personal appreciation of Sir Andrew's character, and said he hoped he would long live to enjoy his well-earned reputation and the honour conferred upon him by his Sovereign. Sir Andrew then left the court.

THE RELIGION OF ORPHAN CHILDREN.—In the Queen's Bench in Ireland, on the 7th inst., the case of *Cullinan Minors*, which is a dispute about the religion in which two orphan children are to be brought up, was the subject of a long and animated controversy. The custody of the children is claimed by their mother, who is a Protestant, and disputed by their paternal uncle and grandmother, who were appointed guardians under a will directing that they should be brought up Roman Catholics. Mr. Justice Fitzgerald made an order directing that the mother should be allowed to retain upon certain conditions the custody of the boy, who is only four years old, but that the other child, a girl seven years old, should be given up to their testamentary guardians. The order was not obeyed, and an order for attachment was applied for and granted upon affidavits showing the efforts which had been made to serve the writ upon Mrs. Cullinan, and alleging the belief of the deponents that the child was with the mother at the several places where inquiries were made for her in Kingstown, Rathmines, and Arklow. After the issue of the attachment service of the writ having been held to be good, on account of the affidavits, Mrs. Cullinan voluntarily surrendered, and entered into recognizances to appear and abide the order of the court upon her appeal from the decision of Fitzgerald, J. Her counsel (*Murphy, Q.C.*) read affidavits made by her brother, Captain Garret, Mrs. Garret, and servants in the house where she was stated to have been, positively denying that the child was with her there, and that being the ground upon which the attachment was issued the court was asked to set it aside. *Armstrong, Serjt.*, resisted the motion, and contended that Fitzgerald, J., having plenary power to make the order, it could not be set aside by a court of co-ordinate jurisdiction. The Lord Chief Justice observed that there had been several cases of the same kind before not only the Queen's Bench, but the late Lord Chief Baron, and the course which had always been adopted was to direct an issue. He did not understand why a judge of that court should "whisk about" for reasons to set aside the settled practice of the courts. Judge Fitzgerald resented the remark, and said that he had given the best construction to the case upon the affidavits, and made the ruling which in his judgment the interests of justice required. He had not "whisked about" for any reasons to reverse the practice. Barry, J., threw oil on the troubled waters by suggesting that, although the matter was a case where it sought to deprive her of the custody of her children, the mother had not a strict legal right to have an issue tried, yet she ought to have the same privilege conceded to her as to an heir-at-law, and that in this case there should be an issue to try the validity of the will. It was then decided that a further writ of *habeas*

ous should be issued, and that Mrs. Cullinan could attend on the following Wednesday with child, when an issue would be directed to try question.

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE FINAL EXAMINATION.

MICHAELMAS TERM, 1874.—FIRST DAY.

I. PRELIMINARY.

QUESTIONS 1 to 5 inclusive.

COMMON AND STATUTE LAW, AND PRACTICE OF THE COURTS.

1. Where an action is brought upon a writ specially indorsed to recover £100, with interest, and between the issuing of the writ and judgment the defendant pays £50, for what amount should judgment be signed?

2. When several actions are brought against different underwriters upon the same policy of insurance, what course should be taken by the plaintiffs with a view to save costs?

3. State the principal requisites of an affidavit to be used in any action or civil proceeding.

4. What is the difference between a proceeding being null and irregular? And give an instance each.

5. Within what time must application be made to set aside a proceeding or pleading on the ground of irregularity?

6. When judgment has been suffered by default, in what cases may the amount to be recovered thereupon be ascertained without a writ of inquiry, and how?

7. A plaintiff recovers judgment in an action on a debt: by what proceeding can money due from a third party to the defendant be made available to satisfy the judgment debt?

8. How is a plaintiff's right to costs affected when the amount due being originally above £20, is reduced below £20, either by payment or set-off?

9. In an action in the County Court, where the debt or damage claimed does not exceed £20, what costs is the attorney entitled to receive from his client?

10. In what respect does a defendant in replevin differ from a defendant in any other action?

11. Define the right of distress, the right of lien, and the right of stoppage in transitu.

12. Is the right of lien of an attorney affected by his taking security for his costs, or by the Statute of Limitations?

13. State the common law liability of infants to contracts made by them, and how it has been recently limited by statute.

14. One man makes a settlement of household furniture previous to, and in consideration of his marriage; another makes a like settlement after marriage. Do either, and which of these, require to be registered as a bill of sale?

15. How far do the covenants in a lease bind a lessee holding over after the expiration of the term?

III.—CONVEYANCING.

16. Where the conditions under which an estate is sold preclude the purchaser from objecting to the title prior to the date of a particular document, but the purchaser in fact ascertains that the prior title is defective, can the vendor insist on the completion of the purchase?

17. If you were instructed by a client to prepare a contract for the sale of a leasehold property, what general stipulations relative to title or evidence of title would you insert?

18. On an open contract for sale and purchase of enfranchised copyholds, is a purchaser entitled to go into the title of the lord who granted the enfranchisement; and is there any, and if so what, difference in this respect between lands enfranchised under the Copyhold Acts and other lands?

19. State, in chronological order, what are the different assurances by which freehold lands were formerly and are now conveyed.

20. What are a husband's rights, if any, over his wife's leasehold property; and what, if any, power of disposition has he over the same?

21. A., without signing any document, borrows a sum of money from B., and leaves with him the title deeds of an estate for the purpose of having a mortgage of the property prepared for securing the advance. A. afterwards refuses to execute the mortgage. Has B. any, and what, right over the land? and if so, what course ought he to adopt to enforce it?

22. After foreclosure, can a mortgagee ever, and when, sue on the covenant for payment of the mortgage money contained in the mortgage deed, and what will be the effect of his doing so or attempting it?

23. A mortgagee in fee allows the mortgagor to remain in possession for more than twenty years, and receives no interest or acknowledgment from him: has he any, and what, right against the mortgagor, or against the land?

24. What validity, if any, has an unregistered

bill of sale of chattels where the grantor remains in possession of the chattels?

25. In a marriage settlement of personal estate a life interest is given to the husband with a gift over in case he shall become bankrupt. In what cases is this gift over valid, and in what cases invalid?

26. If you were concerned for a gentleman on his marriage with a lady, under age, in whose property it is proposed to give your client an interest, what course would you adopt to secure to him the benefit of the interest agreed upon?

27. In what case will a voluntary settlement be void as against the creditors of the settlor? And is there any and what difference in this respect between the case of a trader and a non-trader?

28. A. effects a policy of assurance on his life for £10,000, and immediately settles it in favour of his wife and children, but enters into no covenant for payment of the future premiums. How would you stamp the settlement?

29. A testator by his will gives all his "land" to his son John. He dies possessed of freehold, copyhold, and leasehold properties. Which of these will pass to the son John, and why?

30. State the various ways in which a will may be revoked.

IV.—PRELIMINARY.

Questions 36 to 40.

V.—EQUITY AND PRACTICE OF THE COURTS.

31. Give some of the leading principles by which Courts of Equity are governed in granting or refusing relief by specific performance, and what other relief can be given where the court does not think right to compel specific performance.

32. What investments are included by the terms "Government or Real Securities?"

33. What is the difference between a demurrer and a plea, and an answer? State shortly the effect of each.

34. What is an injunction? State generally the cases in which it is granted, and how long does it remain in force.

35. If A. lend money to B. on security of an equitable mortgage, and of the personal guaranty of C., what is the position of C. if A. compels him to pay?

36. A testator declares that his real and personal estate shall be subject to his debts and legacies. Is a purchaser of leaseholds from the executor bound to see that the debts and legacies are paid?

37. If a trust estate has devolved on an infant or lunatic, are there any means by which it can be sold and conveyed to a purchaser?

38. In the administration of an insolvent estate, what are the rights of the specialty and simple contract creditors respectively? Give the reason for your answer.

39. A. sells shares to B.; B. does not pay the calls, and A. is sued for them. Is there any and what difference in the relief to which A. is entitled at law and in equity?

40. Give some instances of the difference between a legal and equitable estate.

41. What is the nature of the remedy to which the creditor of a joint-stock company is entitled?

42. What is the difference between a charging order and a stop order?

43. How is the second mortgagee to enforce his security?

44. What are the different remedies to which the creditor of a deceased person is entitled, and under what circumstance should each be resorted to?

45. State some of the instances in which a court of equity will restrain ejectment at Common Law?

VI.—BANKRUPTCY.

46. What are the general objects of the bankruptcy laws?

47. Who may petition for an adjudication of bankruptcy?

48. What acts or defaults constitute acts of bankruptcy?

49. Within what time must an act of bankruptcy have been committed to support an adjudication in bankruptcy?

50. What evidence is required by the court before it will grant a debtor's summons?

51. From what time does the bankruptcy of a debtor commence?

52. What property of the bankrupt does not vest in the trustee?

53. Define an "ordinary," a "special," and an "extraordinary" resolution of creditors under "The Bankruptcy Act 1869?"

54. For what amount of rent can a distress be levied upon the goods of the bankrupt, after the commencement of the bankruptcy, be made available by the landlord, and what remedy has he for the balance due to him?

55. When is a bankrupt entitled to an order of discharge?

56. After what period can a debt provable under the bankruptcy be enforced against the property of a bankrupt who has not obtained his discharge?

57. When is the trustee in bankruptcy entitled to the proceeds of the sale of goods seized and sold by the sheriff under an execution before the presentation of the petition of bankruptcy?

58. What must be proved to establish, against the trustee in bankruptcy, a voluntary settlement made after 1st Jan. 1870 by a trader who has since become bankrupt?

59. Explain how a debtor, unable to meet his engagements, may arrange with his creditors without being made a bankrupt?

60. When is a debtor, whose affairs are under liquidation, entitled to his discharge?

VII.—CRIMINAL LAW, AND PROCEEDINGS BEFORE MAGISTRATES.

61. If an indictment alleges money to have been obtained on false pretences, is it or is it not necessary that the indictment should specify the false pretences?

62. Define "burglary," and state to what punishment a person convicted thereof is liable.

63. By what name would you define the crime of a person stealing any goods from any vessel in any port or dock? and what is the punishment for such crime?

64. Of what crime is a tenant of a house guilty, who shall unlawfully and maliciously pull down such house, or any part thereof, or unlawfully or maliciously sever from the freehold any fixture therein?

65. Suppose a person without lawful authority or excuse to acknowledge in the name of any other person any deed before any court, judge or other person lawfully authorised in that behalf, of what crime would such person be guilty?

66. Will any, and if so what punishment or forfeiture be incurred by any person who shall kill another by misfortune, or in his own defence, or in any other manner without felony?

67. State the difference between an "aggravated assault" and a "common assault."

68. On the trial of a person tendering, uttering, or putting off counterfeit coin, is it necessary to prove the same to be counterfeit by the evidence of any moneyer or other officer of Her Majesty's Mint, or is it sufficient to prove the same to be counterfeit by the evidence of any other credible witness?

69. May anyone whatsoever apprehend any person who shall be found tendering counterfeit coin?

70. Assuming that the case of counterfeiting coin cannot be proved directly by positive evidence, by what kind of circumstantial evidence may the crime be proved?

71. If a person deface any of the Queen's current gold, silver, or copper coin by stamping thereon any names or words, and the coin be not thereby diminished or lightened, will such person be guilty of any, and if so what offence?

72. If a person attempt by force to rescue or set at liberty any one convicted of murder going to execution or during execution, of what crime will such person be guilty, and to what punishment will he be liable?

73. Suppose a constable, by colour of his office, to extort, receive, or take from A. B. a sum of money as and for a fee due to him (the constable) when no fee was then due to him from A. B., or if he should extort a greater fee than was then legally due, to what punishment would such constable be liable on conviction?

74. If A. B. send a letter through the post to C. D. challenging C. D. to fight a duel, and there be evidence that the letter was sent by post, but not evidence that it reached C. D., could A. B. be convicted on such evidence of an offence, and, if so, what may be his punishment?

75. Is or is not cheating in playing with cards punishable as obtaining money by false pretences?

The Norwich Law Students' Society, a report of whose meeting on Tuesday last will be found in another column, was fortunate to have in the chair on the occasion the President of the Society, Mr. E. Field, solicitor of Norwich, who is a member of the Council of the Incorporated Law Society, and one of the Examiners of the Society. We hope that his instructive observations as to how best to prepare for the examinations are impressed on the minds of those whom they most concern.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

BARRISTERS AND SOLICITORS.—As a member of the "mute inglorious" branch of the Profession I cordially approve much of the article from a barrister's point of view. Modern legislation, and still more modern latitude in practice, has caused, and are calculated still to cause, the impingement of one branch on the mutual invasion of the other.

between the two. I agree that incursion on the one side must provoke retaliation on the other; and that the inevitable tendency towards complete fusion should not be wielded or guided to the prejudice of either. The demarcation between the cautious adviser and the brilliant advocate is one which must ever exist. It is founded upon innate differences of constitution and temperament, and fashioned by the exigencies of daily practice. If instead of the antiquated monopoly and artificial modes of distinction now in vogue a principle of natural selection, or free choice, were established, all complaint would be removed by enabling each man to find his own proper level, selecting that branch which best suits him. To accomplish this, the gulf which now divides the two branches must be bridged over—a man qualified as a barrister must be enabled at his own option to elect to practise as a solicitor, and a solicitor of certain standing, or, in deference to the spirit of the age, with an examination standard super-added, must be allowed at once to proceed to the Bar. Perhaps the demolition of the barriers which now proscribe individuals from following the bent of their disposition would obviate all conflict, and would tend to preserve what is left of the existing rules of etiquette. At least the course suggested would remove the grave scandal of barristers instructing one another, as in the *Alabama* arbitration and the *Tichborne* prosecution, and the daily exhibition of Treasury prosecutions without the intervention of an attorney, or, what is still worse, on the initiative of other barristers, assisted by unauthorised clerks possessing neither qualification. Under such a system there would be no hostile rivalry, but wholesome emulation, and the two branches would become, as they are designed to be, natural and convenient allies. LEX TALIONIS.

MANAGING CLERKS.—As one of that unfortunate body called "Managing Clerks," I am interested in the correspondence in your columns as to their remuneration. It is quite true that, as a rule, the salaries offered to this class are utterly inadequate, looking to the fact that they have to pay a heavy premium and undergo a long, expensive, and arduous course of study before they are qualified to manage a business. The competition for clerkships is so great that solicitors can almost exact their own terms. That such is the case will appear from a perusal of the advertisements which appear in your columns. I certainly think it would be a good thing if managing clerks were to combine to remedy this state of things, and if a society were formed for this purpose it might usefully combine that of facilitating the formation of partnerships by keeping a register of applicants, and in other ways. A LONDON MANAGING CLERK.

STAMPS ON BUILDING SOCIETY MORTGAGES.—In my letter which you print to-day under the heading "Correspondence of the Profession," the words in parenthesis ("both alike being according to sect. 7, a society under this Act") should be, "both alike being according to sect. 8," &c. The error is my own. SOLICITOR TO A BUILDING SOCIETY.

CURIOUS DECISION.—A very curious decision it appears to me was made by the County Court Judge at Wimborne very recently, in the case of *Baverstock v. Cox* (reported elsewhere). He decided that when a person was driving on his right or proper side, and happened to see a vehicle coming towards him on the same side, and therefore on the other party's wrong side, it was the duty of the person who was on the right side to drive to the wrong side in order to avoid a collision, and that he would be liable for damages if he didn't. This does appear to me a most monstrous decision, upsetting all one's notions of the rules of the road, and even of contributive negligence. The parties are not in a position to have a case, and I should like to have your views on the subject in the next issue of the *LAW TIMES*. LEX.

SOLICITORS' REMUNERATION.—You are always commendably ready to expose in your columns the proceedings of individuals who are illegitimately trenching upon the province of, or in any way unfairly affecting the interests of, solicitors, and you are always equally ready to "gibbet" those solicitors who, by infringing the wholesome rules of professional etiquette, or in any other respect acting in derogation of the Profession, bring undeserved discredit on the general body of practitioners, and I now appeal to this readiness to expose professional abuses to be allowed to lay before your readers the discreditable practice, which I know from personal knowledge to be systematically pursued by at least one firm of country solicitors who plume themselves on their respectability and standing, of adopting the scale of charges some time since issued by the Incorporated Law Society, in all cases where the

purchase or mortgage money is of large amount, and the trouble and labour involved is insignificant, and ignoring the scale in those transactions in which its adoption would not afford more than adequate remuneration. Moreover, clients who are charged according to the scale are apologetically and, I must say, jesuitically informed by these solicitors that they have "adopted" the "scale." This is, of course, one of those half-truths which are morally more heinous than a lie. I feel sure that this unworthy practice will be reprobated by all your readers who are jealous of the honour of the Profession. I have not a syllable of complaint to utter against the "scale," provided it be adopted indiscriminately, but to use it in isolated transactions where it yields perhaps 200 per cent. more than the ordinary charges is, in my opinion, a practice deserving of unstinted condemnation, and conclusively shows that if a scale of charges is to be used at all, it should be, in the interests of all parties, made compulsory. INTEGRITAS.

LAW STUDENTS' SOCIETIES.—I am somewhat surprised that the important town of Bradford is not among those towns which can boast of their law students' societies; societies which, if conducted properly, are admitted by the entire Profession, I believe, to be great aids to articled clerks in the acquirement of a knowledge of the law. Surely Bradford, with upwards of fifty solicitors and a good number of articled clerks, should be well able to support one of these societies, which I believe would be a very valuable acquisition. The feeling of the articled clerks might easily be ascertained were a general meeting to be convened and held at some convenient time and place to consider the matter. If any of your Bradford readers be desirous to render themselves instrumental in the formation of one of these societies, I shall be very glad to place myself in communication with them if desired, and for this purpose a letter addressed to me as below, in care of the editor of the *LAW TIMES* (by kind permission), shall have the immediate attention of A JUNIOR ARTICLED CLERK.

NOTES AND QUERIES ON POINTS OF PRACTICE.

Notice.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

7. DEED.—ACKNOWLEDGEMENT.—A testator devised his real estate to two trustees upon trust to sell the same, and divide the proceeds equally amongst his children—directing that his daughters' shares should be for their separate use, and that their receipts alone, whether *covert* or *sole*, should be sufficient for the same. One of the trustees having since purchased part of the trust property (which is but small), the *cestuis que trust* have been made conveying and concurring parties in his conveyance. Will it be necessary for those who are married women to acknowledge the deed? References to authorities will oblige. L. T.

8. STAMPS ON MORTGAGES TO BUILDING SOCIETIES.—Does the 41st section of c. 42 of 37 & 38 Vict. make mortgages to building societies under £500 liable to stamp duty?

9. BOOKS FOR FINAL EXAMINATION.—Would you please give me an idea of what books would be best to study for the final examination. I saw the question had been asked in the *Law Times* a few weeks back, but I have not yet seen any answer. O. S. W.

10. BUILDING SOCIETY MORTGAGES.—At the present time Building Society Mortgages for sums under £500, are, as you are aware, exempt from stamp duty. Can you or any of your readers inform me whether under 37 & 38 Vict. c. 42, the above exemption will extend to future mortgages to existing Societies who do not register under the said Act. AN ARTICLED CLERK.

11. SALE OF COPYHOLD.—A. is tenant in fee on the rolls of a manor, and has agreed to sell his copyhold to B. B. proposes to take a surrender from A. "to the use of B. his heirs, and assigns." B. does not wish to be admitted, but to leave A. tenant on the rolls. In the event of a future sale by B. to C. can the lord compel B. to be admitted on A.'s surrender abovenamed, before a surrender can be made to C.? or can the lord be compelled to admit C. without B.'s admittance and surrender to the use of C.? B. wishes to avoid payment of a heavy fine which would be payable on his own admittance. COPYHOLD.

12. DECISION WANTED.—In the *LAW TIMES* of June 6, 1868, p. 100, is an article headed "Rabbit Law" stating that the Court of Queen's Bench has just decided a very important case on the subject, and held that no action would lie for damage done to tenant's crop by rabbits where they were reserved in the lease. We are unable to find any report of this decision either in the *LAW TIMES* Reports or elsewhere. Can you inform us where such report may be found, as we have occasion to refer to the case, or the names of the solicitors concerned. W. R. and H. A. G.

13. GENERAL HIGHWAY ACT.—RATIONE TENURE.—In the 62nd section of this Act it is provided that in case the justices decided that the said highway shall become a parish highway, &c., they shall by an order under their hands fix the proportion of the expenses of repairing the said highway to be annually paid by such body politic, &c., to the surveyor of the said parish, or a lump sum to be paid in discharge of repairs. The question is, does the whole of the expense of repairing the road and keeping it in repair hereafter fall upon the person liable to repair the said highway by payment of an annual or lump sum to the surveyor, or must the parish contribute its *quota*, or how otherwise? VIA REGIA.

14. DISTRESS FOR RENT.—A., by his bailiff B., distrained on goods of C. for rent, £530, the whole of which was paid the following morning. In the mean time B. made an inventory and delivered a copy to C. about six folios in length. B. demanded 1s. per folio on £530—£26 10s. Will one of your many readers inform me whether he could legally do so, and on what authority? The bailiff refused to settle unless he was paid the whole £26 10s., and it was paid under protest. JUSTITIA.

15. WEEKLY SERVANTS.—Can a weekly labourer be considered as such if his master deducts any part of his weekly wages for wet days, or part of such days? Can a farmer consider a labourer to be a weekly servant if he deducts from his weekly wages a day or part of day that turns out too wet to work on the land? A CONSTANT READER.

Answers.

(Q. 2.) RIGHT TO RENTS.—The rents and profits of the house until sale, from the time of testator's death, and the interest on the purchase money till payment go to the six persons beneficially interested and not to the residuary legatee: (*Barrington v. Tristram*, 6 Ves. 345). J. M.

(Q. 3.) WILL.—The executors had a discretion whether payment should be made at once or by instalments, but not a discretion to pay or not as they should think fit. Payment in one way or another should have been made or begun long ago, and, by refusing to exercise their judgment in favour of the legatee, the executors frustrate the intention of the testatrix and are guilty of a breach of trust. The legatee can recover his legacy by a suit in equity, perhaps, in this case, in a county court. J. M.

(Q. 6.) DISTRIBUTION OF ASSETS.—Executors may, if they like, distribute an estate within the year, if it is clear that there is enough to satisfy all claims, and under such circumstances there is no objection to such a course. There may even be cases when to defer distribution for twelve months would be an abuse of the executor's power. See *Lord Redesdale in Pearson v. Pearson*, 1 Scho. & Lefr. 12. J. M.

LAW SOCIETIES.

SOCIAL SCIENCE ASSOCIATION.

The opening meeting of the session of the Social Science Association will be held on Monday evening next, the 16th inst., at their rooms in Adam-street, Strand, when a paper by Thomas Hare, Esq., "On the Construction of a Municipality for the Metropolis" will be read and discussed. The chair will be taken at eight o'clock by Robert Rawlinson, Esq., C.B.

THE ARTICLED CLERKS' SOCIETY.

The tenth annual meeting of this society was held on Wednesday evening, at the Clement's-inn Hall, when the chair was taken by Professor Leone Levi, F.R.S. There was a fair attendance of the members. The Chairman, in the course of his opening address, observed that much had of late been said of a new School of Law for both branches of the legal profession. Strenuous efforts had been made to induce the Inns of Court to throw aside their apathy and to use their rich foundations for the promotion of legal education. The establishment of a School of Law was a favourite idea of Lord Brougham, and was now the pet scheme of Lord Selborne. Professor Levi ventured to say that our universities and colleges had abundant means at their disposal to provide the law studies if fully alive to the necessity of giving legal education, not only elementary but technical, to all the liberal professions; and that, in his opinion, any encouragement which it was now in the power of the Inns of Court or the Incorporated Law Society to render should be in way of prizes and scholarships to the students in the Universities and Colleges. What could the proposed School of Law do more than has already been done? Could it impose actual legal practice in the same manner as the College of Physicians can impose hospital practice? A school of law could only do more imperfectly what was already done and what could be more effectually done in the Universities of Oxford and Cambridge, in King's and University Colleges in London. Suggesting to the meeting several important questions for their future consideration, Professor Levi said:—"A proposal had been made of an International Code of Laws to define with all possible precision the rights and duties of nations and individuals in time of war and peace. In attempting to draw such a code, would it not be necessary to distinguish those

principals which obtained general assent from those on which no agreement existed? And how should we deal with the latter portion of such principles when we know the different views representing the varying policy of States, jealous of one another? The application to a code of any propositions of International Law was not free from difficulty. Can there be any law without a legislator, and who is the legislator of nations? Should we aim at more than a general assent of nations to certain propositions in the shape of a common explanation of the declaration respecting all maritime law signed at the Congress of Paris in 1856, or should we urge the collection of a series of treatise on the different questions? And what was the range of subjects admissible in this International Code? Should private international, or the law of neutralisation, minority marriage, and contracts be added to the law of peace and war? Had we arrived at the point of preparing a series of International Laws on the rights and duties of the State, on the personal and private laws of individuals, on the trade rights of patents, copyright, trade marks, and the like; on crime, extradition, courts and evidence? Another question of difficulty was the suggested Code of International Arbitration. Just think what kinds of disputes might be submitted to such a Code. Would England submit to it all questions between herself and Ireland or the colonies? Would the United States have submitted to it her quarrel with the Southern States? And was the late dispute between France and Germany capable of being decided by such a code? And who were to be the members of the board? Are they to be diplomats or jurists? Is the board to be a council in which all nations are to be admitted, and is each state to be equally represented on the board irrespective of her size and power? And what authority and what power would the board possess? If obligatory, what are its sanctions but war? If optional, would it have sufficient authority? Among other matters, the Professor compared the present state of the law in England with the Roman law, and pointed out a great similarity between them. In conclusion, he gave his audience some advice as to their conduct in the practice of their Profession.

A paper was then read by Mr. H. T. Round, B.A., on "The Scientific Study of the Law," which was followed by a discussion, after which Mr. F. J. Baker proposed and Mr. J. S. Robinson seconded the customary vote of thanks to the chairman.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, London, on Wednesday the 4th Nov., Mr. Veley, of Chelmsford, being elected chairman of the board for the current year, and Mr. Janson, of London, deputy chairman. Grants of relief were made to widows and families of deceased solicitors, amounting in the whole to the sum of 100 guineas. Sixteen new members were admitted to the association, and other general business transacted.

LAW ASSOCIATION.

At the usual monthly meeting of the Board of Directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 5th inst., the following being present, viz.: Mr. Steward (chairman), and Messrs. Bennett, Hedger, Kelly, Lovell, Masterman, Sidney Smith, Tylee, and Boodle (secretary), three grants of £10 each were made to the families of non-members; two new members were admitted, and other general business transacted.

LEGAL PRACTITIONERS' SOCIETY.

A SPECIAL general meeting of the members of this society will be held on Friday, the 20th inst., at half-past seven o'clock p.m., at the rooms of the Social Science Association, 1, Adam-street, Adelphi, London, to receive a report from the Parliamentary Committee, in regard to past and proposed legislation in the interests of the Profession, and for the transaction of other business.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

A PUBLIC meeting of the above society will be held on Tuesday evening, the 17th inst., at the Law Library, 78, Cross-street. Mr. M. Bateson Wood, solicitor, has consented to take the chair, at seven o'clock precisely. A lecture will be delivered by R. M. Pankhurst, Esq., barrister-at-law, on "Certain difficulties in the study of the law," and a short account given by the secretary, of the objects, history, and prospects of the society. Other gentlemen are expected to address the meeting. All gentlemen—and, specially, articulated clerks and students for the Bar—interested in the subject of the lecture, or in the work of the society, are cordially invited to attend.

LAW STUDENTS' DEBATING SOCIETY.

At the usual weekly meeting of the society, held on Tuesday evening last, at the Law Institution, the following question was appointed for discussion, CCXXXII. jurisprudential. Ought the absolute power of testamentary disposition to be restricted so as to disable the parent from entirely disinheriting his children? After a long debate the question was decided in the negative by a large majority, the meeting being very well attended.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A MEETING of this society was held on Tuesday evening last, Mr. W. H. Warlow in the chair, when the following question was discussed, viz.: "That the punishment of flogging should be extended to all cases of violent assault." The speakers in the affirmative were Messrs. Heath, Evett, and G. F. C. Lowe; in the negative, Messrs. Browett, Sutton, David and Tyler. The votes on being taken were equal, and the casting vote was therefore given in favour of the negative, according to the rule generally observed under similar circumstances.

PORTSMOUTH LAW STUDENTS' SOCIETY.

The first general meeting of this society was held at the Masonic Hall, Portsmouth, on Monday evening last, Mr. Albert Addison, solicitor, in the chair, when a discussion took place on the following question: "Is the proposed registry of the titles of lands desirable?" The speakers in the affirmative were Messrs. R. S. Fraser and H. Waincoat. In the negative, Messrs. G. Whitehall, J. F. Rowe, and T. O. Bramsdon. The question was under discussion for some considerable time and caused great interest. The chairman who congratulated the society upon the progress it had made in the short time it had been established, announced the voting to be in favour of the negative by a majority of eight.

NORWICH LAW STUDENTS' SOCIETY.

A MEETING of the above society was held at the Law Library, on Tuesday evening, the 10th inst., when the president E. Field, Esq., occupied the chair. Before opening the business of the meeting the chairman made some useful and practical remarks on the best mode of preparing for the examinations of the Incorporated Law Society, and other matters of interest to articulated clerks. The subject for discussion, which was as follows—"A Quarterly Tenant becomes Bankrupt, or files his petition between quarter days, the Trustee holds over the next quarter day, What is the remedy of the landlord in respect of rent (1) From the quarter day to the order of adjudication or the filing of the petition? (2) From the order of adjudication or the filing of the petition?"—produced an instructive debate.

Huddersfield Law Students' Debating Society.

The usual fortnightly meeting of this Society was held at the County Court on Monday night, Mr. B. Crook in the chair. The question under discussion was as follows: "A firm of manufacturers contracted to supply a firm of merchants with 900 pieces of cloth, delivering on April 17th, complete 8th May." The manufacturers made no delivery on the 17th April, and the merchants on the following day rescinded the contract. Were the manufacturers bound to commence delivery on the 17th April in order to support an action by them against the merchants for non-acceptance after tenders of the cloth at various dates prior to May 8th? (*Coddington v. Paleologo*, L. Rep. 2 Ex. 193.) Messrs. J. Yeoman and J. R. Haigh supported the affirmative, and Messrs. E. F. Brook and R. Welch the negative side of the question. The meeting being equally divided in opinion on the question, the Chairman gave his casting vote in favour of the negative.

HULL LAW STUDENTS' SOCIETY.

An ordinary meeting of this society was held in the Hull Law Library on the 3rd inst., G. P. Spink, Esq., solicitor, being in the chair. The moot point for discussion was as follows: "A house and premises adjoining a railway, but not touched by it, are depreciated in value through vibration, noise, and smoke, caused by the running of the trains on the railway after it has been completed, the premises, however, sustaining no structural injury. Is the owner entitled to compensation from the company?" Messrs. Taylor and Lambert argued in the affirmative, and Messrs. Collier and McBride in the negative. After some remarks from Messrs. Boden and A. C. Wilson, the chairman summed up the arguments, and put the point to the meeting, when the voting was found to be equal. The chairman declined to give his casting vote. The usual examination was then proceeded with, at the conclusion of which a vote of thanks was given to the chairman, and the proceedings terminated.

CREDITON LAW DEBATING SOCIETY.

This society was formed on the 20th Oct. last and the first debate took place on the 4th inst., Mr. G. H. Carthew in the chair. The subject for discussion was as follows:—B. is an infant, equitable tenant for life of some very extensive lands, with remainder to his first and other sons in tail; A. is his trustee, and during B.'s minority he saves up a sufficient sum out of the rents of B.'s lands to buy a small estate called Black Acre, and he takes the conveyance to himself in fee simple, and in his (A.'s) own name, in 1848. A. is also the beneficial owner of three farms called Coombe, White Acre, and Rudge, and by his will the 3rd Dec. 1850, he devised Black Acre, Coombe, White Acre, and Rudge, by their respective names unto B. (who at A.'s death in 1852 had attained majority) for life, with remainder to his first and other sons in tail. B. continues in receipt of the rents and profits of these four farms until his death in 1873, and by his will of the 1st Jan. 1866 devised all his estates of whatever tenure, unto C., a stranger, his heirs and assigns for ever. C., after B.'s death, takes legal proceedings against B.'s eldest son to recover Black Acre. Is he entitled to recover or not? For the affirmative, Messrs. Thorne and Rundle; for the negative, Messrs. Hawkes and Francis. After a lengthened and animated discussion, it was held by the chairman as follows: That on the purchase by A. there was a constructive trust as to the fee in favour of B., but that B., by electing to take the other estates, devised to him by A., confirmed the trusts in the will, and thereby only acquired a life estate in Black Acre, the remainder being limited to his sons in tail; therefore B., having no estate to devise, C. was barred from any relief.

PROMOTIONS AND APPOINTMENTS.

Mr. THOMAS GRESHAM (of the firm of Messrs. Gresham and Son, solicitors) son of the High Bailiff of Southwark, has been elected joint clerk, with his father, to the Commissioners appointed under the Rector's Stipend (Saint Andrew, Holborn) Act, 4 Geo. 4. Mr. Gresham, senior, has been clerk to the commission for upwards of forty years.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Oct. 30.
DAVY, ROBERT MANNING, and DAVY, HENRY SAMUEL, attorneys and solicitors, Ringwood and Fordingbridge. May 8.
Gazette, Nov. 3.
FALLOWS and WHITEHEAD, solicitors, Lancaster-pl., Strand (Joseph Fallows and Spencer Whitehead). Debts by Fallows. Oct. 23.
PATTISON, R. and RUSSELL, solicitors, Westminster-chmbs., Victoria-st., Westminster, and King William-st., London-bridge (Rowles Pattison and William Campbell Russell). Oct. 13.

Bankrupts.

Gazette, Nov. 6.
To surrender at the Bankrupts' Court, Basinghall-st.
BURY, MAXWELL, architect, Queen Victoria-st. Pet. Nov. 4. Reg. Roche. Sol. Harston, Gresham-bldgs. Sur. Nov. 19.
To surrender in the Country.
FIRM, JOHN, builder, Leicester. Pet. Nov. 4. Reg. Ingram. Sur. Nov. 19.
FOREMAN, JAMES, butcher, Norwich. Pet. Oct. 22. Reg. Cooke. Sur. Nov. 16.
GARDNER, ELLEN CATHERINE, widow, Horton, Ilminster. Pet. Oct. 31. Reg. Meyer. Sur. Nov. 19.
JONES, JOHN, jun., dairymaid, Westbury. Pet. Nov. 4. Reg. Mossiter. Sur. Nov. 18.
MCKIE, EDWARD ANGUS, travelling draper, Torrington. Pet. Nov. 4. Reg. Bancroft. Sur. Nov. 20.
PRICE, THOMAS, late publican, Pontypriid. Pet. Nov. 4. Reg. Spickett. Sur. Nov. 18.
STILL, JAMES, builder, Chiswick. Pet. Oct. 31. Reg. Ruston. Sur. Nov. 21.
SWAN, EDWARD ROBERT THOMAS, hotel keeper, Great Yarmouth. Pet. Nov. 2. Reg. Walker. Sur. Nov. 20.
TERRY, THOMAS, sen., builder, Canterbury. Pet. Nov. 3. Reg. Callaway. Sur. Nov. 18.
WATTS, PHILIP HENRY, mealman, Newbury. Pet. Oct. 23. Reg. Blount. Sur. Nov. 16.
Gazette, Nov. 10.
To surrender at the Bankrupts' Court, Basinghall-street.
HARRIS, WILLIAM, builder, Princess-st., and Malthouse-mews, Edgware-rd. Pet. Nov. 5. Reg. Roche. Sur. Nov. 24.
LEACHMAN, W., commission agent, Aldgate High-st. Pet. Nov. 6. Reg. Roche. Sur. Nov. 20.
LONSDALE, FREDERICK EDWARD, no occupation, North-villas, Camden-sq. Pet. Nov. 6. Reg. Roche. Sur. Nov. 24.
THOMPSON, JOHN, commission agent, Cuthbert-st., Edgware-rd. Pet. Nov. 6. Reg. Roche. Sur. Nov. 24.
To surrender in the Country.
PRICE, WILLIAM LEDWARD, builder, Over. Pet. Nov. 7. Dep. Reg. Spickman. Sur. Nov. 26.
GALE, HENRY STANLEY, surgeon, Manchester. Pet. Nov. 5. Reg. Kay. Sur. Nov. 20.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 6.
AMBLER, SAMUEL, grocer, Alton, near Leeds. Pet. Oct. 23. Nov. 17, at three, at office of Sol. Granger, Leeds.
ANDREW, THOMAS, and RUFFLES, ALFRED JOHN, engineers' factors, Peabody-buildings, Commercial-st. Pet. Nov. 3. Nov. 20, at three, at the Cannon-st. hotel, Cannon-st. Sols. Simpson and Gillingford, Gracechurch-st.
BEAUMONT, JOHN, WILLIAM, agent, Chesterfield. Pet. Nov. 2. Nov. 23, at twelve, at the Star hotel, Chesterfield. Sol. Keely.
BLAKEMAN, JOHN, grocer, Evesham. Pet. Nov. 5. Nov. 16, at twelve, at office of Sols. New, France, and Garrard, Evesham.
BOLTON, ARTHUR, engine-house keeper, Newcastle. Pet. Nov. 3. Nov. 16, at two, at Sols. J. G. and J. E. Joel, Newcastle.
BROWN, JAMES HALL, veterinary surgeon, Leytonstone. Pet. Nov. 2. Nov. 18, at ten, at the Victoria tavern, Morpheth-rd., Bethnal-green. Sol. Long, Lansdown-ter, Grove-rd., Victoria-park.

CALL, WILLIAM, tobacconist, Ramsgate. Pet. Oct. 31. Nov. 18, at two, at the Guildhall coffee-house, Gresham-st. Sols. Sankey and Co., Ramsgate.

CAMPBELL, JOHN, St. Helens. Pet. Nov. 3. Dec. 1, at ten, at the Public-hall, Hardshaw-st, St. Helens's. Sol. Grace, Liverpool, and St. Helens's.

CHATER, WILLIAM, shoe manufacturer, Kettering. Pet. Nov. 4. Nov. 20, at eleven, at office of Sol. Preedy, Kettering.

COLLEY, WILLIAM EDWARD, farmer, Rowley. Pet. Nov. 2. Nov. 20, at twelve, at office of Sols. Knowles and Michelmores, Wellington.

COUSONS, BENJAMIN, china dealer, Wakefield. Pet. Oct. 31. Nov. 19, at eleven, at office of Sol. Burroll, Wakefield.

CRACKNELL, FREDERICK CHARLES, grocer, 1, Union-st, Borough. Pet. Oct. 29. Nov. 18, at twelve, at office of Sol. Morris, Staple-in, Holborn.

CRICKETT, EVERARD, grocer, Walsall. Pet. Nov. 2. Nov. 19, at half-past ten, at office of Sols. Wilkinson and Gillespie, Walsall.

CUTTING, HORACE EVERARD, auctioneer, Swansea. Pet. Nov. 2. Nov. 14, at three, at the Nelson wine and spirit vaults, Nelson-st, Swansea.

DAVE, JOSEPH THORNTON, farmer, Hepscott Red House. Pet. Nov. 2. Nov. 17, at twelve, at office of Sols. Hoyle, Shipley, and Hoyle, Newcastle.

DEARDEN, CHARLES, painter, Leeds. Pet. Nov. 4. Nov. 20, at eleven, at office of Sols. Messrs. Middleton, Leeds.

DORRAT, CHARLES CAMILLE, soda water manufacturer, Barnstaple. Pet. Nov. 4. Nov. 23, at twelve, at office of Sol. Thorne, Barnstaple.

EATON, JOHN, builder, Leicester. Pet. Nov. 3. Nov. 19, at twelve, at the Leicestershire Trade Protection Society, New-st, Leicester.

EVANS, DAVID, innkeeper, Cowsliff Caves. Pet. Oct. 30. Nov. 16, at two, at office of Sol. Lloyd, Lampeter.

FRY, THOMAS, carriage proprietor, Ilfracombe. Pet. Oct. 29. Nov. 16, at twelve, at office of Sol. Bencaft, Barnstaple.

GEE, JOSEPH BENSON, schoolmaster, Clare. Pet. Oct. 29. Nov. 23, at four, at office of Sols. Evans and Eagles, John-st, Bedford-row.

GEPP, GEORGE EDWARD, clerk in holy orders, Lillington. Pet. Nov. 2. Nov. 17, at eleven, at the Three Choughs hotel, Yeovil.

GIBSON, HENRY BULLOCK, clerk, Windsor-rd, Holloway. Pet. Nov. 4. Nov. 19, at three, at Riddler's hotel, 133, Holborn-hill. Sol. Lewis, Furnival's-lane.

GROON, THOMAS, provision dealer, Upper Dorset-st, Vauxhall-bridge-nd. Pet. Oct. 29. Nov. 16, at three, at office of Sol. Cooper, Charing-cross.

GROSS, HENRY GLENN, shoe manufacturer, Northampton. Pet. Nov. 3. Nov. 19, at three, at office of Sol. Becke, Northampton.

HARRY, GEORGE, and **WILLIAM**, woollen manufacturers, Baskley Carr. Pet. Oct. 29. Nov. 18, at three, at the Royal hotel, Dewsbury. Sols. Ibberson, Dewsbury, and J. Smith, Birstal.

HARNER, EBENEZER, grocer, High-st, New Brompton, and High-st, Old Brompton. Pet. Nov. 4. Nov. 20, at four, at office of Sol. Hayward, Rochester.

HARRIS, JOSEPH, contractor, Walsall. Pet. Nov. 2. Nov. 18, at eleven, at office of Sol. Travis, Tipton.

HAVERDA, JAMES, coach builder, Banbury. Pet. Nov. 2. Nov. 20, at three, at office of Sols. Messrs. Kilby, Banbury.

HOAD, CHARLES, brewer, Farnham. Pet. Nov. 3. Nov. 19, at three, at office of Sol. Gable, Farnham.

HOBBS, JOHN, innkeeper, Fremington. Pet. Oct. 31. Nov. 18, at eleven, at office of Sol. Bencaft, Barnstaple.

HOLE, BENJAMIN, paperhanger, Bristol. Pet. Nov. 4. Nov. 14, at eleven, at office of Sol. Essery, Bristol.

HOPPROFF, HENRY, plumber, Tunbridge Wells. Pet. Oct. 26. Nov. 20, at eleven, at office of Sol. Burton, Tunbridge Wells.

HOUSSELL, GEORGE COLLINS, flag maker, Minorities, and George-st, Minorities. Pet. Nov. 20, at two, at office of Sols. Peckham, Maitland, and Peckham, Knightbridge-st, Doctors'-commons.

HOUDEN, MARK, carpenter, West Ham. Pet. Oct. 24. Nov. 13, at eleven, at the two towers, High-st, Stratford. Sol. Rigby, Half Moon-green, Islington.

HUMPHRIES, WILLIAM, plumber, York. Pet. Nov. 3. Nov. 19, at eleven, at office of Sol. Crumby, York.

JONES, WILLIAM, tobacconist, Manchester. Pet. Nov. 3. Nov. 25, at three, at office of Sol. Eyles, Manchester.

JOY, CHARLES, out of business, Lowman-st, Jackson's-rd, Holloway. Pet. Nov. 3. Nov. 25, at three, at office of Sols. Shum, Crossman, and Crossman, King's-rd, Bedford-row.

JUKES, STEPHEN, grocer, New-st, York. Pet. Nov. 4. Nov. 20, at eleven, at office of Sol. Sheldon, Wednesday.

KELLY, PATRICK JOSEPH, boot dealer, Salford. Pet. Nov. 2. Nov. 12, at three, at office of Sols. Messrs. Fox, Manchester.

LESLIE, WILLIAM DUNCAN, hairdresser, Harrogate. Pet. Nov. 3. Nov. 20, at twelve, at the George hotel, Harrogate. Sol. Dale, York.

LEWIS, WILLIAM, goldsmith, Birmingham. Pet. Nov. 5. Nov. 17, at three, at office of Messrs. Sharp, Argyll-chmbs, Colmore row, Birmingham.

LOXEN, THOMAS BRIND, victualler, Bristol. Pet. Nov. 3. Nov. 20, at twelve, at office of Hancock, Triggs, and Co., accountants, Bristol. Sols. Benson and Thomas, Bristol.

MICHAU, ALBERTINE HERVE BIZET, teacher of dancing, Brighton. Pet. Nov. 4. Nov. 25, at eleven, at office of Sol. Holtham, Brighton.

MILLARD, WILLIAM BENJAMIN, furnishing ironmonger, Wands-worth-nd. Pet. Nov. 19, at three, at office of Bourn and Fry, Paternoster-row. Sol. Cooper, Charing-cross.

MILLIGAN, WILLIAM, manufacturer, Gushburn, near Cross-hills. Pet. Oct. 29. Nov. 20, at eleven, at office of Sols. Lancaster and Wright, Bradford.

MORGAN, EVAN, grocer, Old Kent-nd. Pet. Nov. 5. Nov. 20, at two, at office of Messrs. Ward and Betts, accountants, 46, Eastcheap. Sol. Neen, Bloomsbury.

NEGUS, JOSHUA, painter, Godmanchester. Pet. Oct. 30. Nov. 16, at two, at the George hotel, Huntingdon. Sol. Gaches, Peterborough.

NEWMAN, MAURICE, publisher, Manchester. Pet. Nov. 4. Dec. 1, at two, at office of Sols. Messrs. Nuttall, Manchester.

OWEN, DAVID, chemist, Rhayader. Pet. Nov. 2. Nov. 24, at half-past twelve, at office of Sol. Ewing, Newtown.

PEASE, ABRAHAM, provision dealer, Chorlton-on-Medlock. Pet. Nov. 3. Nov. 18, at three, at office of Sol. Heywood, Manchester.

PITCHFORTH, ROBERT STAFFORD, joiner, Stanley, near Wakefield. Pet. Nov. 4. Nov. 20, at eleven, at office of Sols. Barratt and Senior, Wakefield.

POOLEY, GEORGE HENDY, assistant secretary to a company, Southall. Pet. Nov. 3. Nov. 20, at three, at office of Sol. Christmas, St. John's chambers, Walbrook.

ROBINSON, FRANK, fellows-nd, Havestock Hill. Pet. Oct. 29. Nov. 26, at three, at office of Sols. Lawrence, Plews, Boyer, and Baker, Old Jewry chambers.

ROBINSON, GEORGE FREDERICK, paper merchant, Manchester. Pet. Nov. 3. Nov. 23, at three, at office of Sols. Sutton and Elliott, Manchester.

ROE, FRANCIS, victualler, Taddington. Pet. Nov. 3. Nov. 21, at four, at the Shakespeare hotel, Spring-gardens, Brixton. Sol. Bent, Manchester.

ROOTS, FREDERICK, fodder merchant, Canterbury. Pet. Nov. 2. Nov. 17, at two, at the Guildhall coffee-house, Gresham-st. Sols. Sankey, Son, and Pliant, Canterbury.

SARGANT, GEORGE, journeyman lawyer, Great Bridge. Pet. Oct. 31. Nov. 20, at four, at office of Sol. Sheldon, Wednesday.

SLATER, WILLIAM, stationer, Blackfriars-nd, Southwark. Pet. Oct. 29. Nov. 12, at two, at office of J. H. M. Breckles, 1, Galt-hall char-bent, 1, at the office of Sol. Heywood, 1, Galt-hall char-bent.

SPENCE, FRANCIS ALFRED, no trace, Bonchurch, near Ventnor. Pet. Nov. 4. Nov. 20, at two, at the Old Ship hotel, Brighton. Sols. Gadsden and Treherne.

SPENCER, GEORGE, oyster merchant, Brighton. Pet. Oct. 31. Nov. 20, at three, at office of Sol. Nye, Brighton.

STANFORD, WILLIAM, cheesemonger, Brighton. Pet. Oct. 31. Nov. 24, at three, at office of Sol. Nye, Brighton.

STEAD, RICHARD, scrap dealer, Birmingham. Pet. Nov. 4. Nov. 18, at three, at office of Sol. Riddler, Birmingham.

STEWART, ELIZABETH, stationer, Oxtou. Pet. Nov. 3. Nov. 18, at three, at office of J. G. B. Mawson, accountant, 8, Duncan st, Birkenhead. Sol. Anderson, Birkenhead.

STONLEY, ALFRED JOHN, builder, Balme-la, near Wakefield. Pet. Nov. 3. Nov. 18, at three, at office of Sols. Burton and Moulding, Wakefield.

STOTT, JOHN, greengrocer, Bradford. Pet. Oct. 31. Nov. 23, at three, at office of Sol. Hutchinson, Bradford.

TAYLOR, VINCENT, farmer, Friskney. Pet. Oct. 31. Nov. 19, at half-past twelve, at the Peacock hotel, Boston. Sol. Hyde, Louth.

TEMPLE, WILLIAM, boot and shoe dealer, Scarborough. Pet. Oct. 31. Nov. 19, at eleven, at office of Sols. Rooke and Midgley, Scarborough.

THEOBALD, FRANCIS WILLIAM, farmer, Thornton Hough. Pet. Nov. 2. Nov. 19, at two, at office of Sol. Downham, Birkenhead.

WAINWRIGHT, EDWARD, grocer, Birmingham. Pet. Oct. 30. Nov. 13, at twelve, at office of Sol. Fallows, Birmingham.

WEST, EMMANUEL, ironmonger, Northampton. Pet. Nov. 3. Nov. 24, at eleven, at office of Sol. Jeffery, Northampton.

WHITHEAD, THOMAS, china and glass dealer, Leather-la, Holborn. Pet. Nov. 5. Nov. 23, at three, at office of Sols. Lewis and Lewis, Ely-pl, Holborn.

WINTER, HENRY STEPHEN, stationer, Kensington High-st. Pet. Nov. 3. Nov. 19, at three, at the Inns of Court hotel, Holborn. Sol. Holborn, 13, Holborn.

WIRTH, HENRI ALEXANDER VICTOR, WIRTH, JOSEPH PAUL EDUARD, and WIRTH, MARIE THERESA PAULINE, cabinet makers, Frientz, and Boulevard des Italiens. Pet. Nov. 4. Nov. 23, at three, at office of Sols. Timley and Lumley, Regent-st, London.

WOOD, EDMUND GEORGE POWYS, retired Lieutenant in the army, Harcourt-ter, Redcliffe-sq. Pet. Oct. 30. Nov. 14, at two, at office of Sol. Fruggatt, Argyll-st, Regent-st.

Gazette, Nov. 10.

ALLEN, JAMES, lace maker, Nottingham. Pet. Nov. 5. Nov. 26, at eleven, at office of Sol. Newton, Nottingham.

ALLRY, MARY JANE, fancy haberdasher, Stourbridge. Pet. Nov. 5. Nov. 21, at eleven, at office of Sol. Wall, Stourbridge.

ALKER, ELLEN, wine and beer retailer, Manchester. Pet. Nov. 6. Nov. 23, at three, at office of Sol. Burton, Manchester.

ALMOND, WILLIAM, and **ALMOND**, joiner and builders, North Shields. Pet. Nov. 7. Nov. 25, at eleven, at office of Sols. Tinley, Adamson, and Adamson, North Shields.

AMBLER, SAMUEL, manufacturer, Dewsbury Moor, in the par. of Dewsbury. Pet. Nov. 6. Nov. 24, at three, at office of Sol. Sykes, Heckmondwike.

ASHENHURST, CHARLES JAMES, solicitor's clerk, Moss Side, nr. Manchester. Pet. Nov. 5. Nov. 23, at four, at office of T. Motterhead, 2, Victoria-st, Manchester. Sol. Ashenhurst, Oswestry.

BARTLETT, WILLIAM STEPHEN JAMES, and **CHAPMAN, HENRY**, stock and share dealers, Chiswell-st, Finsbury. Pet. Oct. 31. Nov. 19, at two, at Finsbury-sq-building, Chiswell-st, Finsbury. Sol. Beck, East India-avenue, Leadenhall-st.

BENHAM, HELEN, milliner, Parkside, Knightsbridge. Pet. Nov. 7. Nov. 23, at three, at offices of Sol. Barker, St. Michael's, London.

BETTANAY, JOHN, and **BETTANAY, WILLIAM**, decorators, Long-ton. Pet. Nov. 4. Nov. 20, at two, at the Copeland Arms hotel, Stoke-upon-Trent. Sol. Welch, Longton.

BIGGS, ANS, widow, Brighton. Pet. Nov. 4. Nov. 23, at eleven, at office of Sol. Gordon, Brighton.

BRAY, HUGH, and **SMITH, JAMES**, linen manufacturers, Wigan. Pet. Nov. 7. Nov. 24, at eleven, at offices of Sols. Sale, Shipman, Seddon, and Sale, Manchester.

BRICKMAN, GEORGE, auctioneer, Folkestone. Pet. Nov. 5. Nov. 23, at one, at the Fleur-de-lis hotel, Canterbury. Sol. Rowland, Canterbury.

CATLING, FREDERICK JAMES, and **VANPUTTEN, JAMES**, corn factors, Catherine-court, Tower-hill. Pet. Nov. 7. Nov. 24, at two, at office of Cooper Brothers and Co, George-st, Mansion House. Sol. Hollams, Son, and Coward, Mincing-la.

CHILD, RALPH, cabinet maker, Sunderland. Pet. Nov. 2. Nov. 17, at eleven, at office of Sol. Tilley, Sunderland.

CHUPCHASE, JOSEPH LUKE, boot manufacturer, Great Cambridge-st, Hackney-nd. Pet. Oct. 29. Nov. 18, at three, at office of Sol. Philip, Queen Victoria-st.

CLARK, WILLIAM, farmer, Stopley, near Luton. Pet. Nov. 5. Nov. 20, at one, at office of Sol. Hall, Abchurch-la, London.

COOPER, JOHN, boot and shoe maker, Birmingham. Pet. Nov. 5. Nov. 24, at eleven, at office of Sol. Duke, Birmingham.

CURR, DAVID, jute spinner, Manchester and Bury. Pet. Oct. 7. Nov. 27, at two, at offices of Sols. Sale, Shipman, Seddon, and Sale, Manchester.

DAVIS, EDWARD, tailor, Birmingham. Pet. Nov. 5. Nov. 19, at two, at Bullivant's hotel, Carr's-la, Birmingham. Sol. Kennedy, Birmingham.

DELAHAYE, JOSEPH, provision merchant, Kennington. Pet. Nov. 6. Nov. 30, at three, at office of Sol. Fritchard, Englefield, and Co., Painter's Hall, Little Trinity-la.

DE PASS, ABRAHAM DANIEL, merchant, Kensington-gardens-ter, Hyde Park. Pet. Nov. 5. Nov. 19, at twelve, at the Guildhall coffee-house, Gresham-st, Sol. Crump, Philip-la.

DOWDEN, EDWARD, grocer, Edgeware-nd. Pet. Nov. 9. Nov. 25, at eleven, at offices of Sols. Deane, Chubb, and Co., South-sq, Gray's-inn.

DRAKE, JOHNSON, and **DAVID, ST. LADROCK-SQ**, and **GREAT WINCHESTER**, and **JOHN, KENSINGTON**, silk merchants. Pet. Nov. 5. Nov. 19, at two, at offices of Sols. Hudson, Matthews, and Co., Brompton.

DREW, JOHN BROWN, shop fitter and builder, Murray-st, Hoxton, Christopher-st, Hatton-garden, and Hatton Valley. Pet. Nov. 6. Nov. 23, at three, at the Guildhall Tavern, Gresham-st. Sol. Lake, Pavement-chmbs, Pavement, Finsbury.

DUNKER, GEORGE GILBERT, merchant, Liverpool. Pet. Nov. 5. Nov. 26, at three, at office of Sol. Norden, Liverpool.

ENGLAND, PHILIP NEWBERRY, accountant, Polygon, Somers-town. Pet. Nov. 2. Nov. 18, at ten, at office of Sol. Hutchinson, Vauxhall-bridge-nd, Westminster.

FARRAIRS, JOHN BENJAMIN, boot and shoe maker, Sunderland. Pet. Nov. 2. Nov. 18, at eleven, at office of Sol. Pinkney, Sunderland.

FOSDIKE, ROBERT, ironmonger, Great Yarmouth. Pet. Nov. 6. Nov. 27, at twelve, at office of Sols. Worship and Rising, Great Yarmouth.

GILL, ARTHUR EDWIN, corn merchants, Woodhouse Carr, in the par. of Leeds. Pet. Oct. 31. Nov. 24, at two, at office of Sol. Greene, Leeds.

GILLESPIE, WALTER, engineer, Yiewsley, nr. West Drayton. Pet. Nov. 5. Nov. 23, at twelve, at offices of Deap and Taylor, 7, King's-road, Bedford-row, Middlesex. Sol. Gillespie.

GLAZEBROOK, HENRY, gentleman, Bootle. Pet. Nov. 6. Nov. 27, at eleven, at office of G. M. Holt, accountant, 3, Union-c, Castle-st, Liverpool. Sols. Jones, Paterson, and Jones, Liverpool.

HANSON, ISAAC, hair dresser, Buxton. Pet. Nov. 7. Nov. 25, at three, at office of Sol. Bent.

HEAPHY, WILLIAM, shoe salesman, Hampden-st, Paddington. Pet. Oct. 30. Nov. 19, at twelve, at offices of Sol. Cattlin, Guild-hall.

HEWITT, CHARLOTTE WRIGHT, widow, farmer, Bloomfield-ter, Pimlico. Pet. Nov. 4. Nov. 23, at three, at 15, Bedford-row, Sol. Dulgan and Smith.

HEWITT, THOMAS, draper, Newcastle-upon-Tyne. Pet. Nov. 7. Nov. 23, at two, at office of Sols. J. G. and J. E. Joel, Newcastle-upon-Tyne.

HIAM, HENRY, coach builder, Cheltenham. Pet. Nov. 6. Nov. 21, at three, at office of Sol. Broad, Cheltenham.

HILD, ROBERT, the younger, grocer, West Hartlepool. Pet. Oct. 31. Nov. 23, at three, at office of Sol. Bell, West Hartlepool.

HOCKEN, HENRY, commission agent, Carnhill, par. Gwinaur. Pet. Nov. 7. Nov. 8, at twelve, at office of Sol. Trevena, Redruth.

HOLLAND, SAMUEL GEORGE, builder, Heeley, in par. Sheffield. Pet. Nov. 6. at twelve, at office of Sol. Mellor, Sheffield.

HOLLIS, GEORGE FREDERICK, coal dealer, Birmingham. Pet. Nov. 5. Nov. 23, at eleven, at office of Sol. Beeton, Birmingham.

HORNBY, JOHN LAMAR, grocer, Rivenhall. Pet. Nov. 3. Nov. 21, at two, at office of Sol. Downham, Birkenhead.

JAMIESON, JOSEPH, and **JAMIESON, FREDERICK JOHN**, drapers, Old Shotton. Pet. Nov. 2. Nov. 18, at three, at office of Sol. Bell, Shotton.

JOHNSTONE, JOHN GRINDLE, tailor, Newport. Pet. Nov. 5. Nov. 23, at two, at office of Sol. Gibbs, Newport.

LAW, ELIZABETH, grocer, Wednesday. Pet. Nov. 6. Nov. 24, at eleven, at office of Sol. Slater, Buttorf, Darlington. Sol. Edwards, Darlington.

LEGGETT, JOHN, builder, Pond cottage, Pond-ter, Leader-st, Chelsea. Pet. Oct. 29. Nov. 19, at three, at office of Sol. Boydell, South-sq, Gray's-inn.

LEVETT, RICHARD, builder, Batham. Pet. Nov. 6. Nov. 23, at three, at office of Sol. Hooper, Newgate-st, London.

MACKAY, JOHN EDWARD, draper, Middleborough. Pet. Nov. 4. Nov. 25, at twelve, at Mrs. Barker's Temperance hotel, Bridge-st, West Middleborough. Sol. Burbridge, Middleborough.

MARSH, JAMES, auctioneer, Rippon. Pet. Nov. 6. Dec. 3, at three, at office of Messrs. Arrowsmith and Winn, solicitors, Rippon. Sol. Walstell, Northallerton.

MATTHEWMAN, BENJAMIN, son, and **MATTHEWMAN, HENRY**, cutlery manufacturers, Church-st, Sheffield. Sols. Messrs. Clegg, Sheffield.

McKINNEL, JOSEPH, paper stainer, trading under the style of Edmund Grime and Co, Ancoats. Pet. Nov. 5. Nov. 24, at three, at offices of Sols. Sale, Shipman, Seddon, and Sale, Manchester.

MEARS, HENRY, ironmonger, Sunderland. Pet. Nov. 4. Nov. 19, at eleven, at office of Sol. Hope, Sunderland.

METCALFE, WILLIAM, grocer, York, and Boston Spa. Pet. Nov. 4. Nov. 23, at three, at office of Sol. Crumby, York.

MILLER, JOHN, ironmonger, Liverpool. Pet. Nov. 7. Dec. 5, at eleven, at office of Sol. Lowe, Liverpool.

MOORE, DANIEL, grocer, Tottenham, near Bury. Pet. Nov. 5. Nov. 24, at twelve, at office of Sol. Watson, Bury.

MORGAN, JOHN PINN, and **ELWORTHY, REUBEN**, coal dealers, Edmonston. Pet. Nov. 4. Nov. 23, at two, at office of Sols. Willoughby and Cox, Fleet-st, London.

OLD, ROBERT, and **PURVIS, JAMES**, tailors, Berwick-upon-Tweed. Pet. Nov. 5. Nov. 25, at two, at the Red Lion hotel, Berwick-upon-Tweed. Sol. Douglas, Berwick-upon-Tweed.

OSWELL, RICHARD, grocer, Altrincham. Pet. Nov. 5. Nov. 25, at three, at offices of Sol. Mann, Manchester.

PAINTER, FREDERICK CHARLES, hosiery warehouseman, Leicester. Pet. Nov. 7. Nov. 24, at twelve, at the Marlborough Hotel, Welford-nd, Leicester. Sol. Petty, Leicester.

PALMER, GEORGE, seedsman, Putney. Pet. Nov. 5. Nov. 30, at three, at office of Sol. Munton and Morris, Lambeth-hill, Queen Victoria-st, E.C.

PEACOCK THOMAS, mantle manufacturer, New Church-nd, Camberwell. Pet. Nov. 4. Nov. 20, at two, at office of Sol. Chester, Newington Butts.

PEACOCK, WILLIAM, wheelwright, Kendal. Pet. Nov. 7. Nov. 24, at three, at the Board Room, Market-pl, Kendal. Sols. Thomson and Wilson, Kendal.

POLLITT, WILLIAM, joiner, Bradford. Pet. Nov. 5. Nov. 27, at three, at offices of Sol. Law, Manchester.

REMPY, JOSIAH, civil engineer, Boscombe-ter, Uxbridge-nd, Shepherd's Bush. Pet. Oct. 28. Nov. 19, at three, at office of Sol. Gwynne, Uxbridge.

ROBERTS ROBERT, and **OLIVER, THOMAS WILLIAM**, mercers, Oswestry. Pet. Nov. 5. Nov. 23, at twelve, at office of the Home Trade Association, 8, York-st, Manchester. Sol. Donne, Oswestry.

ROBOTHOM, JOHN, fruiterer, Bradford. Pet. Nov. 7. Nov. 18, at four, at office of Sol. Atkinson, Bradford.

RUDD, JAMES, baker, Old-st, St. Lukes. Pet. Nov. 7. Nov. 27, at twelve, at office of Sol. Child, South-sq, Gray's-inn.

SALTON, WALTER THOMAS, public accountant and shipowner, Limehouse, and Lowestoft. Pet. Nov. 7. Dec. 3, at two, at office of Sol. Farnfield, Lower Thames-st.

SERGEANT, JOHN, drill master, Battersea. Pet. Nov. 5. Nov. 23, at two, at office of Sol. Jones, Wandsworth.

SEVER, CHARLES, painter, New Maldon. Pet. Nov. 7. Nov. 20, at three, at the George inn, New Maldon, Sol. Simpson, New Maldon.

SIMMONDS, JAMES EDWARD NATION, cigar importer, Walbrook, Ludgate-circus, and Queen-st-bldgs, Queen Victoria-st.

SMITH, PETER, rope manufacturer, Ramesbottom. Pet. Nov. 6. Nov. 20, at eleven, at office of Sol. Leigh, Manchester.

SOLOMON, ABRAHAM, travelling jeweller, Kingston-upon-Hull. Pet. Nov. 7. Nov. 23, at eleven, at office of Sol. Jordonson, Hull.

STEVENS, FREDERICK HILDEBRAND, a captain in the Royal Navy, Plymouth. Pet. Nov. 7. Nov. 23, at twelve, at office of Sol. Dorry, Plymouth.

SUTCLIFFE, JOHN, cotton warp manufacturer, Bradford. Pet. Nov. 6. Nov. 24, at three, at office of Messrs. Wiglesworth and Glossop, accountants, 33B, Kirkgate, Bradford. Sol. Greatrex, Stafford.

TAYLOR, JOHN WILLIAM, and **GREY, ALFRED**, auctioneers, Limehouse, and the Board Room, Finsbury. Pet. Nov. 6. Nov. 24, at twelve, at the Guildhall Coffee House, Gresham-st. Sol. Rooper.

TAYLOR, WILLIAM, cheesemonger, Essex-nd, Islington. Pet. Nov. 6. Nov. 23, at three, at office of Sol. Kelghy, Ironmongers.

TAYLOR, WILLIAM BLADGON, bookbinder, Bath. Pet. Nov. 5. Nov. 23, at twelve, at office of Sol. Ricketts, Bath.

TEMPLE, WILLIAM, belt manufacturer, Ramsgate. Pet. Nov. 1. Nov. 20, at three, at the Hall and George hotel, Ramsgate. Sols. Sankey and Co., Ramsgate.

THOMPSON, THOMAS, JR, grocer, Liverpool. Pet. Nov. 5. Nov. 23, at three, at office of A. W. Chalmers, accountant, 55, Penwick-st, Liverpool. Sol. Collins, Liverpool.

THOMSON, JAMES, fruiterer. Pet. Nov. 4. Nov. 20, at eleven, at office of Sol. Paddock, Hanley.

UNDERWOOD, WILLIAM MAY, cheesemonger, Kingsland-nd. Pet. Nov. 5. Nov. 23, at two, at offices of Sols. Carter and Bell, Leadenhall-st.

VINEN, GEORGE, and **VINEN, WALTER WILLIAM**, coach builders, Cambridge. Pet. Nov. 3. Nov. 23, at two, at the Bird-bolt hotel, St. Andrew's-st, Cambridge. Sols. Fetch and Jarrold, Cambridge.

WAKEFIELD, GEORGE, saddler, Gun-street, Tower. Pet. Nov. 2. Nov. 21, at a quarter-past ten, at the Black Lion, New Montague, Spitalfields. Sol. Wakefield, Gun-street, Old Artillery-ground.

WALL, GEORGE, stone carver, Wigan. Pet. Nov. 6. Nov. 24, at eleven, at office of Sol. France, Wigan.

WALSH, THOMAS JOSEPH, boot and shoe dealer, Manchester. Pet. Nov. 5. Nov. 23, at three, at the Clarence Hotel, Spring-gardens, Manchester. Sol. Leigh, Manchester.

WARNER, FRANCES SOPHIA, cheesemonger, King-st, West Smithfield. Pet. Nov. 5. Nov. 24, at eleven, at the Guildhall Coffee House, Gresham-st, Sol. Crump, Philip-la.

WATERS, PATRICK, fruiterer, Liverpool. Pet. Nov. 5. Dec. 4, at three, at office of Sol. Lowe, Liverpool.

WHITE, WILLIAM HENRY, cement manufacturer, Rochester, and Honduras Wharf, Barking, Southwark. Pet. Nov. 5. Nov. 24, at twelve, at the Rectory House, St. Michael's-alley, Cornhill. Sol. Parker, Watney, and Clarke, St. Michael's-alley, Cornhill.

WILKINSON, MARK, plasterer, Nottingham, and Bullwell. Pet. Nov. 5. Nov. 27, at three, at the Assembly Rooms, Low-pavement, Nottingham. Sols. Cranch and Stroud, Nottingham.

WYNN, EDWIN, accountant, Geydon. Pet. Nov. 5. Nov. 19, at four, at office of Sols. Kisch, Son, and Hanbury, Wellington-st, Strand.

WOOD, GEORGE, provision merchant, Brushfield-street, Spitalfields, and Islington. Pet. Nov. 6. Nov. 23, at three, at office of Sol. Whittington, Bishopsgate-st Without.

WORTH, JOHN, scrap iron dealer, Birmingham. Pet. Nov. 6. Nov. 23, at one, at office of Sol. Harrison, Birmingham.

YEOWELL, ELIZA, widow, baker, St. John's-nd, Hoxton. Pet. Nov. 6. Nov. 23, at two, at the Guildhall Coffee House, Gresham-st. Sol. Terry, Gresham-st, Bank.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARNARD—On the 27th Sept., at Rangoon, British Burmah, the wife of F. J. Barnard, Esq., barrister-at-law, of a son.

CARLTON—On the 8th inst., at 12, Kent-terrace, Regent's-park, the wife of George Cary, of Lincoln's-inn, barrister-at-law, of a daughter.

COOKE—On the 3rd inst., at the Elms, Derby, the wife of F. D. Cooke, solicitor, of a daughter.

LAWSON—On the 8th inst., at 12, Kent-terrace, Regent's-park, the wife of George Woodford Lawrence, of Lincoln's-inn, barrister-at-law, of a son.

MATTHEWS—On the 4th inst., at Eastbourne, the wife of Charles H. M. Matthews, Esq., of a daughter.

SHIELL—On the 3rd inst., at 11, Air-lie-place, Dundee, the wife of John Shiell, jun., solicitor, Dundee, of a son.

TURNER—On the 10th inst., at 46, Belsize-road, N.W., the wife of H. Morten Turner, solicitor, of a daughter.

MARRIAGES.

DICKSON-HAMILTON—On the 7th inst., at All Saints' Church, Hoole, Chester, S. Johnson R. Dickson, of Chester, solicitor, to Agnes, only daughter of the late Alexander Innes Hamilton, Esq., of Chester.

POOLEY-BOND—On the 10th inst., at Hampstead, Henry Fletcher Pooley, of the Inner Temple, barrister-at-law, to Susan, eldest daughter of the late Edward Bond, Esq., of Elm Bank, Hampstead.

RAIKES, JAMES—On the 10th inst., at Dymock, William Alives Rakes, barrister-at-law, to Vera Maria, daughter of the late John James, Esq., of Newnham.

DEATH.

LUNN—On the 5th inst., at Stratford-upon-Avon, Eliza, wife of Robert Lunn, solicitor, aged 31.

To Readers and Correspondents.

WILLIAM CARR AUTY.—The matter shall receive attention.
CROFTON.—Magistrates may order juveniles under fourteen to be whipped under the Juvenile Offenders Act, but not older criminals.
ANONYMOUS communications are invariably rejected.
communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.
communications intended for the Editor of THE SOLICITORS' DEPARTMENT should be so addressed.

CHARGES FOR ADVERTISEMENTS.

your lines or thirty words..... 3s. 6d. | Every additional ten words 0s. 6d
Advertisements specially ordered for the first page are charged one-fourth more than the above scale.
Advertisements must reach the Office not later than five o'clock on Thursday morning.

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The Law and the Lawyers.

A QUESTION of bankruptcy practice is pending before Mr. Registrar MURRAY, sitting as Chief Judge, which has escaped the notice of all the text writers. It is an ancient principle that joint creditors cannot prove against separate estate until the separate creditors have been satisfied. On this an exception was engrafted in favour of a joint creditor presenting the petition against the separate debtor. Although declared to be very "dissatisfactory," this exception was maintained. Then in 1849 the 140th section of the Consolidation Act provided that joint creditors should not be entitled to receive dividends out of the separate estate. This section was not repealed by the Act of 1861, and was re-enacted in the Act of 1869. For the first time since a period previous to 1849, the right of a joint creditor to receive dividends from the separate estate has been raised. A brief report of the hearing, which stands adjourned, appears in another column.

THE case of *Busk v. Aldam* (31 L. T. Rep. N. S. 370) decided last week by Vice-Chancellor MALINS, raises a very curious question. J. B. PEASE, by his will dated 1839, among other bequests, gave a sum £10,000 to three trustees upon trust to pay the income to his daughter SUSANNAH BUSK for her life, to whom he gave an exclusive power of appointment amongst her children, or the issue of deceased children born in her lifetime, "upon such conditions with such restrictions and in such manner as she should direct;" with the usual trusts in default of appointment. Mrs. Busk, by her will in 1868, appointed the fund, and directed that it and other property subject to the same trusts should be paid to the trustees of her will, and held by them upon certain trusts for investment more extensive than those in her father's will. The trustees of her will filed the present bill against the trustees of PEASE's will asking that the £10,000 might be paid over to them, and it was contended that the donee of a special power might

appoint to trustees for the objects of the power to have charge of the appointed fund. The VICE-CHANCELLOR, however, decided that he was not at liberty to take the fund out of the control of the original trustees in order to place it in the hands of the new ones appointed by Mrs. Busk. We presume, however, that the new and more extensive power of investment given by the latter was held to be validly created. Doubtless the VICE-CHANCELLOR was naturally reluctant to take the money out of the hands of persons in whom the original testator may be supposed to have placed an especial confidence. The will, too, of Mr. PEASE probably contained the usual provisions for the appointment of new trustees, and by implication we may infer that he desired trustees to be appointed in no other way. Still the words we have quoted are very comprehensive; and if they would warrant, as is probable, a direct appointment of the legal interest to the children of Mrs. Busk, in which case the original trustees would be obliged to transfer the fund to such children, it is not easy to see why an appointment to other trustees should be invalid. Supposing, however, their is a deficiency of authority on the subject, the VICE-CHANCELLOR was probably taking the more cautious and prudent course.

BY an overwhelming majority (upwards of seven to one), the Midland Railway shareholders have approved the proposal of their directors to abolish second class traffic, to reduce first class fares twenty-five per cent., and to call into existence a new "special class" for the benefit of the very rich and exclusive. Considering that the interesting statistics furnished by Mr. PRICE WILLIAMS to the *Times* have shown that the first and second class passenger are together carried at a profit which does not amount to one half the profit derived from the third class passenger, the triumph of the "revolutionary" party was all that could be expected. The question next arises, What will the directors of the other companies do? Not to follow the example of the Midland will result in a sure loss of custom, while to follow that example will be looked upon by the timid as re-inaugurating that system of "ruinous competition" under which one could travel from London to Sheffield for 5s. We venture to prognosticate that the former alternative will be pretty generally adopted, and that before the ensuing year is closed, "special" first and second class carriages will be the rule and not the exception.

THOSE who are learned in the lore of ancient custom will read with pleasure of two customs, still in force, which were incidentally brought to notice in the case of *Iynham v. Comben*, before the MASTER of the ROLLS, last week. It appears that it is lawful on the Isle of Portland for a married woman, by her will, to dispose of real estate vested in her; and, further, that on that Island, in cases of intestacy, landed property descends to all sons equally, but if a man have no issue of his own, then to all his brethren, the child of a deceased son or brother taking his father's share. The latter custom is mentioned in all the principal legal works as being incident to the tenure in gavelkind, but not so the former. It is not, however, hard to perceive the high probability of the former custom being dependent on a gavelkind tenure, and there is no doubt of the origin of the latter custom, which is closely connected with it. But the gavelkind tenure cannot be laid in every place (Co. Litt. 110 b.), not in an upland town, which is neither city nor borough; yet if lands are within a manor, fee, or seignior, the tenure may be shown to prevail therein, by custom of the manor, fee, or seignior. Now, the Island of Portland is a manor, of which Her Majesty is the Lady, and the gavelkind tenure is well known to exist on it, so that in the absence of proof to the contrary, the power of alienation by will of landed property by married women, may be assumed to be incident to this peculiar tenure. There are other ancient customs still in force among the copyholders on the island, of which that of church gift, or the instrument by which landed property is passed from one person to another, is not least interesting. It is executed in the church of Portland, in the presence of two or more witnesses. Moreover, in 1678 the homage presented at a court of survey, that if an estate be surrendered to a stranger, who is admitted, the next heir to the surrenderor may come into court or into the church within twelve months and a day after the surrender has been made and may pay the purchase money and have the estate: (Court Rolls of the Manor.) The Real Property Commissioners, in their third report, very strongly urged the benefit of the abolition of the custom of gavelkind throughout England. One of the principal difficulties in the way of such a change is the pertinacity with which the people of Kent, the stronghold of gavelkind, cling to that primitive tenure. The first step towards the change contemplated by the commissioners was the passing of the 15 & 16 Vict. c. 51. Lands enfranchised by virtue of this statute are, with the exception of lands in the county of Kent, expressly relieved from the operation of the custom of gavelkind.

WE invite the attention of railway directors to the case of *Jasbani v. Metropolitan Railway Company*, decided by the Court of Common Pleas, on Friday in last week. The plaintiff

into a third class compartment at Gower-street; a not unusual rush occurred, and the plaintiff's compartment left Gower-street containing three more passengers than the proper number. At Portland-road a second rush occurred, and the plaintiff's thumb was crushed by a porter having slammed the door as the plaintiff stood up against the door endeavouring to keep additional intruders out of his already crowded compartment. The jury having found for the plaintiff, the court discharged a rule to enter a nonsuit, on the ground that the insufficiency of the staff provided by the defendants was evidence of negligence. "There was evidence for the jury," so runs the report in the *Times*, "that the negligently uncontrolled movements of the crowd at the station, together with the negligently permitted overcrowding of the carriage (which contained three people too many, causing discomfort and restraint to the people rightly filling it) contributed to the accident; and the fact that it was a usual thing on the Metropolitan Railway to have large numbers of persons at their stations threw upon the company a duty to have a sufficient staff of porters to control their movements." We think the decision to be quite correct, not only upon principle, but also upon the authority of *Hogan and wife v. South-Eastern Railway Company* (28 L. T. Rep. N. S. 271), in which the defendants were held *prima facie* liable for an accident caused by the pressure of an unusual crowd upon their platform; it being held evidence of negligence by omission that the defendants had not taken extraordinary precautions to regulate the movements of the crowd. "I come to this conclusion," said Justice KEATING in *Hogan's* case, "with very great reluctance, and I feel strongly that the liability of railway companies is largely increased, but if they collect these crowds in their own interest, it is for the jury to say what precautions they ought to take, and how far they have taken them." We may remark that quite independent of the chances of an accident, the omission to provide a sufficient staff of porters would seem to fall undoubtedly within the words "reasonable facilities for the receiving, forwarding, and delivering of traffic," in the Railway and Canal Traffic Act (17 & 18 Vict. c. 31), with the administration of which the Railway Commissioners are now charged.

Few, if any, of the maxims recognised by our law are of so great practical importance as that which requires something more than an *ex parte* assertion to support a claimant's statement. *Affirmanti incumbit probatio*; or looking at the maxim from the point of view of the Utilitarian philosophers, we may say, with Bentham, "There is a presumption in favour of existing institutions." The consequences of impugning a marriage ceremony are so wide spreading and so great, that under no circumstances is a more stringent application of the maxim necessary than when such an attempt is made. A single reference to the case of *Goodman v. Goodman* (28 L. J., N. S., 745) will make this apparent. There a Jew and Christian woman cohabited as man and wife until the death of the former, a period of twenty-eight years. Their children were brought up as Christians. Of their marriage there was no other evidence than that afforded by the general reputation that they were married, and by the fact that in a variety of documents they were described as man and wife. On these grounds it was decided that the children were legitimate and entitled, accordingly, to a fund belonging to the Jew's next-of-kin. No positive evidence was produced to disprove the presumption of a marriage. In the *Breadalbane case, Campbell v. Campbell* (L. Rep. Sc. Ap. 199), Lord CRANWORTH, in discussing the same and kindred topics, observes, "Those who have to decide after the death of parents on the legitimacy of children must much oftener than in England" [his Lordship's comparison refers to Scotland and England] "have to rely solely on the *prima facie* evidence of the conduct of the parties towards one another, and of their friends and neighbours towards them." The case of *Lyle v. Ellwood*, decided on Monday last by Vice-Chancellor HALL, is quite consistent with the above decisions. This was a suit to administer the estate of an intestate. An attempt was made to throw doubt upon the validity of a marriage, which, if successful, would have had the effect of making some of those who claimed as next of kin illegitimate. The learned Judge, having decided that the marriage was valid, quoted the above cases with approval, and at the same time pointed out how inconsistent is the conduct of persons who dispute the fact of marriage without good grounds after having acted on the opposite view.

THE difficulties which have so often arisen in connection with legacies, and which makes the law so involved that one can scarcely ever make a general proposition on the subject, but must decide each case as it arises on its own merits, have received another illustration in the case of *Mytton v. Mytton* (31 L. T. Rep. N. S. 328), decided by MALINS, V.C. The question was to determine whether a legacy was specific or general. C. H. A. MYTTON made her will on 5th Nov. 1870, in which, after a general bequest, she said: "In the next place to my nephew HENRY WHITEHEAD MYTTON the sum of £3000 invested in Indian security." At the date of the will the testatrix had 5 per cent. Debenture Bonds of the East Indian Loan to the nominal value of £3000, but they were paid off in her life-

time, and at her death last February she had no Indian securities. The VICE-CHANCELLOR decided that the primary intention was to give the legacy irrespective of the mode of investment, and therefore it was not necessary to hold it to be specific, and consequently adeemed. The learned Judge was no doubt influenced to some extent by humane considerations, and by the general indisposition of the court to construe a legacy as specific unless the language of a testator is perfectly unambiguous. But there certainly have been cases, scarcely if at all distinguishable from the present, where legacies have been interpreted as specific, and when the more natural construction would be to consider them demonstrative. For example, a legacy of "my stock" or "part of my stock" has been held specific. So in the case of *Humphreys v. Humphreys* (2 Cox. 184), a bequest of "all the stocks which I have in the 3 per cents. being or about £5000," was decided to be specific, as was also a bequest of "the whole of my property in the public funds." Some of the commonly-cited cases on this subject were decided before the Wills Act, and it has been one of the many indirect consequences of that Act, that legacies have since been more frequently construed as general and not specific as between the date of the will and the testator's death the amounts in particular investments frequently vary; but the present scarcely comes within the scope of the latter class of cases, as both the amount and the investment are expressed. It is difficult, therefore, to see the grounds of the VICE-CHANCELLOR's judgment. If a particular amount, constituting a particular fund, which is clearly described, be bequeathed, the legacy is as much specific now as ever it was. It may, indeed, be said, that here the fund is not accurately described, being referred to simply as "Indian securities" and this may be taken as one of those slight circumstances of which the court will always take hold, in order to avoid deciding a legacy to be specific. But on the other hand it may be argued that as parol evidence of the state of a testator's funded property is now admissible, such evidence showing there were no other Indian securities, would have sufficed to make the present legacy specific. We cannot, however, regret the Vice-Chancellor's decision, though we are not free from doubt whether he has correctly interpreted the authorities.

MR. FITZJAMES STEPHEN, Q.C., makes a somewhat remarkable contribution to the literature of codification in the *Pall Mall Gazette* of Wednesday. His paper is entitled "Law and Science," and therein he replies to a previous writer in the same journal who drew a parallel between legal science and physical science. Mr. STEPHEN admits the analogy, but says, "for my own part I think that the words 'science' and 'scientific' are much out of place in connection with law, and serve only to darken counsel." He adds, "The really important question about the laws of any country is not whether they are or are not scientifically applied, but whether they are or are not convenient; whether they are clear, precise, so arranged as to be easily accessible to every one who is interested in their contents, and, above all, so framed as to promote the interests of the public at large. It is quite possible that law might be scientific to an extreme degree in the sense in which the author of the articles in question uses the word, and yet be as bad as possible when tried by all or any of these tests." We thoroughly agree with this, and this is the objection which we took when first reviewing Mr. SHELDON AMOS's *Science of Jurisprudence*. Every day our law in its application becomes more thoroughly practical. Certainty is essential; it should be attained as nearly as possible at all cost. The chief value of Mr. STEPHEN's contribution is to be found in his illustration of what can be done in the direction of simplification. He selects the question which has been dealt with by several decided cases—Contract by letter, when is it complete? Hereon he classifies the propositions of law thus:

1. A proposal becomes a promise as soon as it is accepted.
2. A proposal may be withdrawn at any time before it is accepted.
3. A person to whom a proposal is made shall not be affected by its withdrawal till that withdrawal comes to his knowledge. If he accepts the proposal before he knows of its withdrawal, the proposer is bound by his acceptance.
4. When a proposal is made by post and is to be accepted by post, the acceptance is complete as against the proposer as soon as the letter of acceptance is posted, if the letter of acceptance reaches the proposer.
5. If the letter of acceptance is lost by the fault of the post office, or otherwise without the default of either the proposer or the acceptor, the proposal shall be deemed to have been refused.
6. If the letter of acceptance is delayed by the fault of the post office or otherwise, without the default of either the proposer or the acceptor, the proposal shall be deemed to have been accepted at the time when the letter containing it was posted, unless the delay caused was so long as to be equivalent, in the opinion of the judge or jury by whom any question upon it has to be decided, to its loss, in which case the letter shall be deemed to have been lost.
7. If the loss of or if delay in the delivery of a letter containing a proposal or the acceptance of a proposal is caused by the default of the sender, the sender shall be responsible for such delay.
8. The acceptance of a proposal may be withdrawn at any time before or at the moment when the acceptance reaches the proposer, but the proposer shall not be affected by such withdrawal till it comes to his knowledge. If he does not receive notice of the withdrawal until he has received notice of the acceptance of the proposal, he is not bound by the withdrawal.

This is very difficult work, and Mr. STEPHEN is bound to admit

that these rules are not a complete statement of the result of the cases on the subject. He concludes, however, and in this conclusion we thoroughly agree with him, that a large number of decided cases relate to matters on which a bad plain rule would be much better than the chance of obtaining the best possible rule after a full discussion of all the decisions and principles which can possibly be connected with the subject.

How far are common carriers liable for the negligence of other carriers in conveying goods entrusted to them by such carriers? This important question in the law of carriers has been recently discussed in one of the American Superior Courts, in the case of the *Chicago and N.W.R. Railway Company v. N. Line Packet Company*. The material facts of the case are these:—A. delivered to the appellants a number of articles consigned to himself at Lee, Missouri, and took the usual receipt. At the place of delivery it was discovered that some of the articles were missing. A. thereupon brought an action against the appellants and recovered the value of the missing articles. The present action was brought by the Chicago Company against the respondents to recover the amount. At the trial it appeared that the Packet Company had safely delivered the goods to a connecting line of railway for conveyance to their destination. Judgment in the court below was given for the respondent. In the Court of Appeal there is a clear statement of the American law on the question at issue. It may be summed up by saying that where goods are lost by one carrier in a line of carriers composed of several, the carrier to whom the goods are delivered by the consignor shall be liable for such loss; but the consignor shall not be precluded from suing the carrier actually guilty of the negligence. It is also laid down as a corollary that the only the first carrier and the carrier guilty of negligence are liable for the loss. On this ground the appellants lost their action. The equitable character of those rules cannot be questioned. If the first carrier, not being the actual defaulter, is sued for such a loss, he is not without remedy against the wrongdoer, and, as observed by the court, it would not be consistent with justice to require the consignor to spend time and money in finding out the carrier who had made himself liable; on the other hand, the limitation that the first carrier can proceed only against the carrier who has occasioned the loss, must commend itself to anyone who considers the merits of the case; indeed, it has every reason in its favour that fairness can suggest. We take the more interest in this decision of the American Supreme Court inasmuch as it is substantially a statement of the law of this country, so far, at least, as the liability of the first carrier is concerned. But the dicta of the court on other points are at variance with the principles recognised in *Mytton v. The Midland Railway Company* (4 H. & N. 615). There the plaintiff took a ticket at a station on the South Wales Railway for a town on the Midland Railway. He delivered his portmanteau on the last stage of the journey to a guard of the latter company; but on arriving at his destination it was missing. The railway company issued tickets for the entire distance by mutual arrangement. The Court of Exchequer held that, as the contract was an entire contract with the South Wales Railway Company, the Midland Railway Company were not liable.

In a recent case in the Supreme Court of Illinois an interesting question arose as to the measure of damages. The Chicago Building Company lent a sum of money to one CROWELL, taking from him a trust deed with the usual insurance clauses. Shortly before the expiration of the policy, he offered to continue it himself. The offer was not accepted. In the deed was inserted a provision which allowed to the building company the right of choosing the insurance company with the policy should be effected. This is an important provision, as will appear in the sequel. On the day after the expiration of the policy, the company entered into arrangements for insuring at a certain insurance office; but no policy was made out, because it was first necessary that the officials of the insurance company should make an examination of the house proposed for insurance. The house, however, was destroyed on the following day by the great Chicago fire of 1871; and the insurance company became insolvent from the same cause. It was quite clear that the building company were liable for a breach of contract, and, consequently, liable for the damages that accrued; but what was to be the measures of damages? English lawyers are familiar with the rule down in *Hadley v. Baxendale*, namely, that the damages to be recoverable must be within the contemplation of both parties. The American jury, directed by another rule, found a verdict for the full amount of the policy agreed to be procured, less a reasonable premium. Had they a correct criterion of the measure of damages under the circumstances? Let us see. The building company having the right of selecting the office at which the insurance should be made, did exercise their discretion by selecting a company to which no reasonable objection could be made. If the insurance had been complete, CROWELL could have looked for payment to that office, and to that office alone. Consequently, the damages which the parties had in mind were such as would result from a breach occasioned by neglecting to insure in the

selected office. This view of the case does not seem to have been put to the jury. The Court of Appeal, however, not only recognised it, but reversed the judgment of the court below. "The Chicago Building Company," said the learned judge who delivered the opinion of the court, "must be held liable to the extent that a policy in that company would have afforded the appellee indemnity, but no further. There can be no reasonable doubt but that for the disastrous fire that occurred about the date of the transaction between the parties, the insurance would have been effected in that company. . . . Whatever dividend the company may be able to pay will be the criterion for ascertaining appellee's damage."

A DECISION of practical importance was pronounced on Monday last, by the CHIEF JUDGE of the Court of Bankruptcy, in *Ex parte the Sheriff of Herefordshire; Re Smith*. This was an appeal from the order of the County Court Judge of Worcester. SMITH, a farmer, cattle dealer, and vendor of cattle medicine, borrowed a sum of £1000 in 1872, from a Mr. MASON. The lender failing to procure payment, levied an execution upon the farmer's stock and effects for the sum of £1074 4s. 3d., the debt, interest, and costs; and on the 18th May, the sheriff sold the stock and effects. On the 25th he paid the proceeds to the execution creditor. The debtor filed a petition for liquidation in the Worcester County Court on the 30th May. On the 1st of June a notice was given to the sheriff by the debtor's solicitor that SMITH had filed the petition under the Bankruptcy Act, 1869. A trustee was appointed and a resolution passed in favour of liquidation by arrangement at the first meeting of creditors. The 87th section of the Bankruptcy Act 1869, provides that "where the goods of any trader have been taken in execution in respect of a judgment for a sum exceeding £50 and sold, the sheriff . . . shall retain the proceeds of such sale in his hands for a period of fourteen days, and upon notice being served on him within that period of a bankruptcy petition having been presented against such trader, shall hold the proceeds of such sale, . . . but if no notice of such petition having been presented be served on him within such period of fourteen days . . . he may deal with the proceeds of such sale in the same manner as he would have done had no notice of the presentation of a bankruptcy petition been served on him." The learned CHIEF JUDGE considered the case from two aspects: First, was the debtor a trader so as to come within the 87th section? Secondly, had the sheriff so neglected his duty as to make himself liable to pay the amount of the levy over again? His Honour decided the first question in the negative. The debtor certainly does not come under any of the categories contained in the first schedule of the Act of 1869; and it has long ago been decided by Lord MANSFIELD that the question whether a man is or is not a trader is a matter of law and not of fact, and therefore to be decided by the court: (*Hankey v. Jones*, 2 Cowp. 745.) In examining the second question, the learned Judge spoke very pertinently of the hazardous duty of the sheriff under the Act, but as his Lordship thought that no notice that could be acted upon had been given in this case, the sheriff was free from any charge of negligence. The order of the County Court Judge was accordingly discharged. We notice this case because it is one which may, and must often be of importance in any cases that turn upon the construction of the word "trader," as well as upon such as necessitate an inquiry into the duties of sheriffs.

SIR G. JESSEL ON EQUITABLE WASTE.

A RECENT decision of the Master of the Rolls in *Honywood v. Honnywood* (L. Rep. 18 Eq. 307; 30 L. T. Rep. N. S. 671) demands the serious attention of the Profession, and must be considered as weakening, if it cannot destroy, the authority of such cases as those of *Rolt v. Somerville* (2 Eq. Ca. Abr. 757) and *Ormond v. Kynnersley* (7 L. J., O. S., 150, Ch.) before Lords Hardwicke and Lyndhurst, which have always been considered leading authorities upon the title to equitable waste, and, down to a recent period, to have governed the law upon that subject. The manner in which the authority of *Ormond v. Kynnersley* has been now impugned by the present Master of the Rolls is the more startling because the case immediately before him was one of legal waste, and did not require the observations which he thought it right to make, and which must therefore be considered strictly to have been *obiter dicta*.

Mrs. Honnywood was equitable tenant for life impeachable for waste, and the only question before the court was whether the proceeds of the sale of ordinary timber ordered by the court to be felled in the regular course of thinning, or which were fit to be cut, and would not improve by standing, belonged to her absolutely. Yet Sir G. Jessel (after stating the rule at law as to legal waste, that it belongs to the first vested estate of inheritance, and the two exceptions to that rule, in equity, viz., first, where the tenant for life colludes with the remainderman in wrongful cuttings; and, secondly, where the cuttings are rightful under an order of the court; in both which exceptional cases equity makes the timber money follow the uses of the settlement) travels out of his lay down the law in the following words with regard to "

the proceeds of equitable waste: "The same course" (i.e., making it follow the settlement uses) "as I understand it (there is a decision of Lord Lyndhurst in *Ormond v. Kynnersley* the other way, but modern decisions—the M. R. does not specify them—"have settled the law)—is adopted in the case of the commission of equitable waste; that is, where ornamental trees, or trees which could not otherwise" (*quere*, otherwise than how?) "be cut down even by a tenant for life, unimpeachable for waste, are cut down: there also, as I understand it, the proceeds are invested so as to follow the uses of the settlement, that is, go along with the estate according to the settlement giving the income to the tenant for life and so on."

Rolt v. Somerville was a demurrer to a bill by a legal remainderman for life, *sans* waste, against the husband of a prior legal tenant for life *sans* waste, to compel the husband to account for money raised by pulling down and selling several houses and outbuildings on the estate, and by taking up and selling lead water pipes, and by cutting down ornamental timber. The demurrer was allowed, as to the satisfaction claimed on account of the timber; and what said Lord Hardwicke? (few of whose words do not contain a mine of meaning) "I cannot say the plaintiff is entitled to a satisfaction for the timber, which" [the waste of which he means] "is a damage to the inheritance," not (observe) to the land merely, but to the inheritance (of the land); in which the plaintiff had no interest.

In *Ormond v. Kynnersley* the limitations were to trustees, in trust to convey to A. for life *sans* waste, with remainder to trustees to preserve, remainder to A.'s first and other sons in tail male, remainder to B. for life *sans* waste, remainder to testator's heirs. The case, which was one of equitable waste, was decided in accordance with *Rolt v. Somerville*. In the course of his judgment, Lord Lyndhurst, referring to *Williams v. Duke of Bolton* (1 P. Wm. 268, n; 3 Ves. 374), which had been pressed upon him, and which was not one of equitable waste, said "it is quite clear that if" (in that case) "the inheritance had been in third persons" (and not in the wrongdoers), "notwithstanding the contingent estates tail the owners of the inheritance would have taken the money. But is there any difference between equitable and legal waste? The principle which applies to the one applies to the other, as far as relates to this point." And accordingly Mr. Craig, in his excellent treatise on Trees has said (writing in 1866), "The Court of Chancery has hitherto thought itself bound to follow the law, in declaring the devolution of title to equitable waste" (Craig on Trees, 140). And again, "Can the circumstance of the waste being equitable make it" (i.e., the timber money) "liable to be settled instead of vesting as at law? *Rolt v. Somerville*, and *Ormond v. Kynnersley* contradict this" (*Ibid.*, p. 135). And Mr. Kerr lays it down that the same principles with respect to property to severed timber which apply to legal waste, are also generally applicable to cases of equitable waste (*Injunctions*, 282). But it is difficult to see how those "same principles" can "apply" if the case of equitable waste is to be a third exception to the legal rule as stated by Sir G. Jessel. The same author intimates his opinion (*Ibid.* 280), that in holding "in two or three cases"—probably some of the "modern decisions" to which Sir G. Jessel referred—that the property in timber severed by the act of a wrongdoer upon an estate in settlement follows the uses of the settlement, Lord Romilly's decisions have not been "in accordance with the earlier authorities." The "two or three" cases cited by Mr. Kerr were those of *Lushington v. Boldero*, 15 Beav. 1 (1851); *Bateman v. Hotchkiss*, 31 Beav. 486 (1862); and *Bagot v. Bagot*, 32 Beav. 509 (1863); but the two last were cases of legal waste, and *Lushington v. Boldero* was really an authority only (like *Bagot v. Bagot*) for the position, that the estate of inheritance entitled to the timber need not necessarily be *in esse*, but that the title of a remainderman *in esse* (unless his title is that of heir apparent) may be displaced by after-born issue of prior tenants for life. The limitations in *Lushington v. Boldero* (which were legal) were to C. B. for life, *sans* waste, remainder to his first and other sons in tail, with similar limitations to W. B. for life *sans* waste, with remainder to his first and other sons in tail, with remainder to H. L. for life *sans* waste, with remainder to his first and other sons in tail. W. B. died without issue. In 1850, C. B., being 95 years of age, but having no issue, the plaintiff, the eldest son of H. L., and first tenant in tail *in esse* (who had established in 1813 his claim to equitable waste committed by the bankruptcy assignees of C. B. and H. L. under a joint commission, the proceeds of which were ordered to be invested, and accumulated), presented his petition for payment to him of the fund in court. But Lord Lyndhurst, thinking his title premature (as C. B. might still have issue), ordered it to stand over. C. B. having died without issue, the application was renewed and granted. The investment and accumulation ordered therefore seems in no way inconsistent (as the learned note of Mr. Beavan to *Lushington v. Boldero* thinks it is) with *Rolt v. Somerville* and *Ormond v. Kynnersley*, but simply raised the question whether the estate of inheritance entitled to take must be one *in esse* at the time of the wrongful felling. It is true, as observed by Mr. Kerr (p. 282), that in neither that case nor in the cases of *Wellesley v. Wellesley* (6 Sim. 497) or *Duke of Leeds v. Lord Amherst* (2 Phil. 125) were either *Rolt v. Somerville* or *Ormond v. Kynnersley* cited; but this

can hardly be a reason for undermining their authority. It is also true that *Wellesley v. Wellesley* and *Duke of Leeds v. Amherst* were cases of equitable waste, but the decree in the former was not that the plaintiff, the first tenant in tail *in esse* (but who was still under age) was not absolutely entitled, but that the "amount should be paid into court and form part of the Settlement Fund," the only uses of which, prior to that in favour of the plaintiff, were a trust term to trustees to raise portions for younger children. The decree did not say who was to have it. Could that case be relied on as an authority that the trustees could raise the portions out of the *corpus* of the timber moneys, or that they could even devote the income to that purpose? The prayer of the bill was for an injunction only, and the chief question before the Vice-Chancellor at the hearing seems to have been the making that injunction perpetual. The point as to the property in the timber seems not to have been argued at all, and the judgment of the Vice-Chancellor is in just five lines.

In the *Duke of Leeds v. Amherst* the limitations were legal, to the late duke for life, *sans* waste, remainder to his first and other sons. The duke committed equitable waste in 1808. On a bill in 1846 (within twenty years of his father's death) by his eldest son, who attained twenty-one in 1819, it was held that "his interest being contingent" (we confess we do not see how it was) "during his father's life," he was not barred by the Statute of Limitations, and it was argued on his behalf, but not so laid down in the judgment, that if he had filed a bill in his father's life the moneys would have "only been ordered into court to follow the uses of the settlement," from whence it is inferred by Mr. Beavan (15 Beav. 10 n. 7), that "the grounds on which the defence to" (it should be "of") "the Statute of Limitations was overruled were irreconcilable with *Rolt v. Somerville* and *Ormond v. Kynnersley*."

Upon the whole we cannot but consider the law as in an unsettled and unsatisfactory state on the subject. We cannot accept the Master of the Rolls' decision as countervailing the older authorities, merely because it is the most recent one; for they were judgments of Lord Chancellors, and it is moreover an extrajudicial opinion. The "modern decisions" on which he relies he has not passed in review, or even named; the older ones he has not given us his reasons for dissenting from.

Since the case of *Honywood v. Honywood*, however, we fear that the observation of Mr. Kerr, written before it, must be regarded as more than ever true, "Whether the property in the timber, or the fund arising from the sale of the timber, belongs to the first owner of the inheritance, or follows the uses of the settlement, is a question which is not free from doubt:" (*Injunctions* p. 282.)

SOME DECISIONS ON THE LAW OF JOINT STOCK COMPANIES.

(Continued from page 5.)

THE LAW OF CONTRIBUTORIES.

IN our previous examination of some cases affecting the law of joint stock companies, we discussed various questions connected with the fiduciary relations and personal liability of directors. We need hardly mention that no attempt was made to give an exhaustive analysis of all the cases bearing upon these points of company law; the most we hoped to do was to put before our readers some of the salient features which are of the greatest practical importance to the mercantile world. It now remains that we should examine in a somewhat similar manner the Law of Contributories. Few branches of the law of joint stock companies have been more frequently the subject of decisions in our courts of equity than that which relates to contributories; fewer still are of so great an interest to shareholders in general as well as to persons who are in any way interested in any given company. We shall confine our remarks as much as possible to contributories under the Companies' Act 1862. The word "contributory" was introduced into our legal terminology by 11 & 12 Vict. c. 45, s. 3, and has since been retained as an appropriate designation of the class of persons who are the subject of this paper. Under the Acts of 1848, 1849, contributories were divided into two divisions. The first contained, all persons entitled to shares of the assets or accruing profits of the company when the petition for winding-up was presented; the second, all persons from whom any contribution to the company was due.

One of the chief cases decided whilst the above Winding-up Acts were in force, was that of *Norris v. Cottle* (2 H. of L. Cas. 647). A company was formed in 1845, and provisionally registered as a railway company for the purpose of constructing a railroad between Birmingham and Birkenhead. Expenses were incurred to the amount of above £12,000. The whole undertaking was abandoned in 1846. In 1850 the company was wound-up under the provisions of the above Act. Norris having been appointed official manager, sued Cottle, a member of the provisional committee, as a contributory to the extent of twenty-five shares of £20 each. Cottle did not apply for or accept any shares. Their Lordships' judgment was in favour of Cottle. Lord Brougham, who delivered the judgment, observed, "The only question before us is whether or not a person by becoming a member of a provisional committee in a railway or other com-

pany not yet completely formed . . . makes himself liable to the other members of the provisional committee . . . in respect of the dealings between those other members and third parties." The grounds of the judgment may be resolved into two points: (1) We have the decided opinion of all the Judges of the Common Law Courts against the liability at law. (2) There is not the least ground on which an equity can be raised as between the provisional committeeman, and the rest of the committee, or their officers, unconnected with, and independently of the legal liability of that party, as having, either expressly or by implication, authorised his companions or their officers to pledge his credit with strangers. For these reasons which we have given, almost in his Lordships' words, neither law nor equity was on the side of the manager. In the same year the case of *Hutton v. Upfill* (2 H. of L. Cas. 674), came before Lord Brougham, and it was decided that the acceptance of shares by a member of a provisional committee makes the member a contributory.

By the Companies Act of 1862, certain distinctions are drawn, and the character of the company must be taken into account in determining the question whether one is or is not a contributory. In the case of companies formed and registered under the Act of 1862, or under the Acts of 1856-1858, every person liable to contribute to the assets of a company in the event of its being wound-up is a contributory. In the case of companies registered under any of the above Acts, but not formed under any of them, probably the contributories would be those to whom the term is applied in the Act of 1862, when it deals with companies formed and registered under that Act. Thirdly, in the case of unregistered companies, all persons are contributories, who are liable to contribute to the payment of any debt or liability of the company or of any sum for the adjustment of the rights of the members amongst themselves, or of the costs of winding-up.

Keeping these facts in mind, let us turn to a case reported in the LAW TIMES Reports of July 18th (*Re The Freehold and General Investment Company (Limited)*; *Green's case*), which will serve to illustrate the question before our readers. The facts of this case present no very unusual feature. A company was formed in 1864, partly by the endeavours of Green's son. In 1865 Green was himself asked to become a director, and was told that it would be necessary in order to become qualified as a director that he should hold twenty shares in the company, but that number would be allotted to him as fully paid-up. He declined the office and shares until he had satisfied himself respecting the affairs of the company. He attended three meetings of the directors, and signed the directors' attendance book. In April 1865, Green's name was advertised as a director. In May of the same year he wrote withdrawing his name from the list of directors; and again to the same effect in June. Green never applied for any shares in the company, nor were any ever allotted to him. On 27th May 1870 the company was ordered to be wound-up. The question for the court to determine was whether Green was liable for the twenty shares which formed the necessary qualification of a director. Many cases were cited in support of the affirmative, and we now purpose to refer to some of the more important. In 1780 *Kincaid's Case*; *Re North Kent Railway Extension Railway Company* (23 L. T. Rep. N. S. 460; L. Rep. 11 Eq. 192) was decided by Vice-Chancellor Bacon. By a local Act it was enacted that the subscribers to the undertaking should be united into a company, that the directors should be four, and that the qualification of a director should be the possession of twenty-five shares in the undertaking, and that H. and three other persons should be the first directors, and should continue in office until the first ordinary meeting; and at such meeting the shareholders might either continue in office the directors appointed by the Act, or might elect a new body of directors. At the first meeting directors were appointed, but not Kincaid; to each of these shares were allotted, and no other shares were allotted. Kincaid never applied for any share, never had any allotted to him, nor paid any sum of money on account of any share. Was he a contributory? The Vice-Chancellor held that he was, and thought the case determined by the Act of incorporation. Consequently this case is easily distinguishable from *Green's case*. The next case is that of *Re Disderi and Co.* (L. Rep. 11 Eq. 242), which decided that if a man acts as a director or shareholder of a company, and he is required, as a condition of so acting, to incur the liability of taking shares, he is bound to take the shares, independently of any agreement. This case, however, is distinguishable from that under consideration. Another case is that of *Re British and American Telegraph Company (Fowler's case)* (L. Rep. 14 Eq. 316), where Vice-Chancellor Bacon observes, "By being named as a director, he (Fowler) became liable to take twenty-five shares; by acting as director he recognised his liability in that respect." Thus it may be said with his Honour in *Green's case*, in all the above cases there has been something on which you could fasten the liability. After all, the question is, did any liability attach to Green while he acted as director? If so, could he get rid of his liability by renouncing the undertaking? The former question is merely another way of asking whether he did any act which fixed upon himself the responsibility of a director. In *Re The Metropolitan Carriage and Repository Company (Brown's case)* (29 L. T. Rep. N. S. 562; L. Rep. 9 Ch. 102), the facts were as follows: The com-

pany was formed in 1870. The qualification of a director by the articles of association was the holding of fifty shares in the company. The promoter of the company induced Brown to act as director by promising to give him the necessary qualification of fifty shares. Brown consented and took his seat as director. Fifty shares were allotted to him, and endorsed as fully paid-up. Vice-Chancellor Wickens held that Brown was not liable on these shares; the official liquidator now appealed. For the appellant it was contended that where the articles of association require the qualification of holding shares, a man who acts as director becomes liable to the extent of the number of shares necessary as a qualification, and a dictum of Vice-Chancellor Malins was quoted to the effect that a person in such circumstances was bound to take the shares independently of any agreement. In delivering judgment the Lord Chancellor (Selborne) held that the qualification clause could not be construed according to the view taken by the appellant. "The qualification does not require that the director shall take shares by reason of any contract whatever with the company; at the most it means that if he acts as he ought to act, with the proper qualification, and without which he is disqualified, he must possess himself in some way or other, of the necessary number of shares; but in whatever manner he may manage to possess himself of these, if he does so he has the qualification." Hence, the result of the authorities appeared to his Lordship to be, that although the acceptance of the office of director for which there is a qualification by taking shares, is a material fact in determining whether a man shall or shall not repudiate shares entered to his name without his authority, yet his acceptance of such office does not of necessity raise the inference that he has entered into a contract with the company to accept the shares necessary to his qualification. The Lords Justices concurred. Lord Justice Mellish distinguished between shareholders and directors. The latter are not a species of what the former are a genus. "The mere fact of being a director" says his Lordship, "cannot by itself make a man a shareholder . . . but he (the director) may agree to take the shares in any other legal mode by which shares may be acquired." Brown was no more than a representative of Bloomfield, the promoter of the company; but Lord Justice Mellish did not mean to say that an inference to accept the necessary shares might not be made from a long continued holding of the office of director, and the allotment of the number of shares made necessary as a qualification for the office by the articles of association. The appeal was dismissed. The *ratio decidendi* applied here is manifestly inapplicable to *Green's case*, but it is rather in favour of Green than of the official liquidator. The subject becomes much clearer when we bear in mind that directors are not necessarily shareholders, though a strong presumption may be created in the circumstances referred to by the Lord Chancellor. The law of contributories was likewise discussed in *Ex parte Currie and others, re the Great Northern and Midland Coal Company* (8 L. T. Rep. N. S. 472). This was an appeal from the decision of Mr. Commissioner Goulburn to the Lords Justices. Previous to the formation of a company certain persons "agreed to hold 100 shares each, and also to execute the articles and memorandum of association when ready, and act as directors of the company." They signed the memorandum of association for twenty-one shares, as well as the articles of association. The articles provided that no shareholder was entitled to be a director unless he had at least one hundred shares in the company. Were the directors liable to be placed on the list of contributories in respect of one hundred shares each in the company? The Lords Justices held that they were so liable. Here again the *ratio decidendi* does not apply to *Green's case*. Now let us turn to *Leeke's case, re The Empire Assurance Corporation* (23 L. T. Rep. N. S. 724, L. Rep. 11 Eq. 100; L. Rep. 6 Ch. 469). Admiral Leeke was a shareholder and a director in a company which was merged in a new company. He joined in an agreement by which the shareholders in one company were to be entitled to shares in the other, and in which he agreed to be a director of the new company. Fifty shares in the new company were allotted to him, corresponding to the qualification of a director. He knew of his appointment as director, and attended a general meeting as chairman. It was held that Admiral Leeke was a contributor. This case was explained by Lord Justice James in *Brown's case*. His Lordship did not wish any remarks he had made in the former case to be so construed as to give any colour to the proposition that the mere becoming a director involved an agreement to take qualifying shares.

We have thus gone through the cases which were relied upon as being sufficient to establish the right of the official liquidator of the General Investment Company to place Green's name on the list of contributories. That this right was not established by the cases cited is clear. In the present case many new elements are introduced. No application for shares was affirmed; no allotment was made; Green received no dividends. He withdrew from the office so far back as 1865, nor was it suggested during the nine years which elapsed between the year 1865 and the filing the bill, that he was a director. Under these circumstances, it would certainly be, as Vice-Chancellor Malins remarked, a most unreasonable and unlawful thing to place his name on the list of contributories.

LEGISLATION AND JURISPRUDENCE.

SUPREME COURT OF JUDICATURE.

SECOND REPORT of the Commissioners appointed to inquire into the Administrative Departments of the Courts of Justice.

To the Queen's Most Excellent Majesty, in Her High Court of Chancery.

May it please your Majesty: In obeying that part of your Majesty's commission which directs us "to make diligent and full inquiry into the numbers, salaries, superannuations, and cost, and the administration, regulation, organisation, manner of appointment, and of promotion, for each establishment" of the administrative departments of the courts of justice, it appeared desirable to look back to what had been done in time past under similar commissions. Such a review appeared likely to be not only historically interesting, but instructive also, and suggestive as to the course which might be pursued upon the present occasion. Further, it seemed desirable that, in view of possible administrative changes, to flow from the Supreme Court of Judicature Act, from the rules of court to be framed under sanction of that Act, and from the recommendations of the present commissioners—a statement should be drawn up descriptive of the several legal administrative offices as they now exist. Such a statement would serve the purpose of a historical record. It would also seem a new point of departure for future inquiries. We have, accordingly, under the heading of each office in the Courts of Chancery, Common Law, Admiralty, and others, given as succinct an account as was consistent with clearness, of the duties done, the number employed, and the salaries taken.

In looking back at the work of past inquiry, the eye meets in 1732 the first recorded attempt on the part of the Government to understand the legal departments as a whole, and to deal with them on that basis. In that year a royal commission was issued to thirteen commissioners, directing them "to make a diligent and particular survey and view of all officers, clerks, and ministers," in the Courts of Chancery, Common Law, Ecclesiastical causes, &c., in Great Britain and Wales and Berwick-on-Tweed. The commissioners were "to examine, inquire, and find out, by all lawful ways and means, what officers, clerks, and ministers do, and of right ought to, belong and appertain unto each of the said courts respectively; and what service, charge, and attendance doth belong unto every of the said officers, clerks, and ministers; and what fees, rewards, and wages every of the said officers, clerks, and ministers, and their substitutes or under clerks, may and ought lawfully to have and take, for and in respect of their several offices and places; and what fees, rewards, and wages have of late time been unjustly inroached and imposed upon his Majesty's subjects by any of the said officers, clerks, and ministers, or any of their substitutes or under clerks; and also, what extortion, oppressions, and exactions have been used or committed by any of the said officers, clerks, or ministers, or any of their substitutes or under clerks, in the execution of their several offices or places." The Commissioners were also to propose remedies for any abuses that might appear.

The directing words in this commission are sufficiently suggestive of the state of things which existed in the legal departments at that time. Indeed the "extortion, oppressions, and exactions" under which suitors and prisoners suffered at the hands of the administrators of justice, were notorious and crying enough to excite the attention of the House of Commons, and it was on petition of that assembly that the above-recited commission was issued.

In the course of our report will be shown what officers existed at the time the commission reported, viz., 8th Nov. 1740; and side by side will appear lists of officers who were found to be in existence on subsequently-made inquiries, and at the present date. Of the report itself it will be enough to say that whilst in some cases the duties and functions of the officers are set forth, the Commissioners seem to have confined themselves in the main to investigating the character and extent of the fees taken, and to exposing such abuses as they deemed to require remedy. They classed the fees taken into "lawful fees," i.e., fees which were authorised by specific order or by prescription; "reasonable fees," i.e., those which were not so authorised, but which seemed fair and right; and "obsolete fees," i.e., those which had ceased, or should cease, to be taken. The table of fees thus drawn up, and sanctioned in 1743, served as a guide for officers and suitors thenceforward. But certain practices in connection with fees were condemned by the Commissioners, and it would seem hard indeed for any one to justify them. Thus a fee of 2s. was allowed to be a proper fee to be paid to the masters on every summons to attend them, but the recognised practice of seldom or never attend-

ing till a third summons had issued and treble fees been paid was condemned, and a standing order was recommended to make the second summons peremptory. It appeared that the masters received 10s. per skin for engrossing deeds, but that, by systematic delays on the part of their clerks, solicitors were compelled to engross for themselves, and the suitors to pay such charges twice over. The useless annexation of accounts and schedules to the masters' reports, in order to make up greater copying charges, was emphatically condemned, and so was the nefarious practice of writing in words (paid for at per word) instead of figures, the constituent parts of an account. This latter practice, we are not astonished to hear from the Commissioners, "not only increases the length of such copies, but in some sort of 'accounts the same are thereby frequently rendered unintelligible.'"

The issue of an unnecessary number of warrants and certificates; the practice of charging suitors for fresh documents rendered necessary by mistakes made in the offices; the charge for copies of consent orders, whether required or not by the parties; the "grievance" involved in the unnecessary length of recital in orders; the charging as and for separate affidavits, of "schedules, certificates, or any other papers annexed" to an affidavit; the insistence, under an order made in the 4th and 5th Philip and Mary, on parties requiring copies of depositions before the Examiner, taking also copies of their own interrogatories, which they did not require; the practice of putting six words in a line and fifteen lines in a sheet, and charging at per sheet; the exaction of "expedition money" for doing the office duties: were amongst the practices exposed and condemned. It is right to add that the Commissioners presented that, in some cases, e.g., the Masters in Chancery, "the present salary allowed by the Crown, and the lawful fees belonging to their office, are not an adequate recompense to them."

In order to understand the meaning of this presentment, it is necessary to call to mind the circumstances under which the Masters in Chancery and some other officers were about this time appointed to their offices. The salary and the fees would have constituted a sufficient remuneration for the work done, had there not been appointment money to pay to the Chancellor, and if there had not been sinecrist grantees of the offices to demand yearly rent from the actual office holders. When a man had to pay 5000 guineas for a mastership, as Master Elde and Master Thurston each had to pay to Lord Macclesfield, and when the Registrars had, before drawing an income for themselves to satisfy the requirements of "his Grace Charles Duke of St. Albans, and George Cholmondeley, Esq., then called Lord Malpas, and James Beauclerk, Esq.; commonly called Lord James Beauclerk, during their lives and the life of the longer liver of them," there is small room for wonder that copy was indefinitely multiplied, and that fee-bringing summonses were issued in excess of need. (a)

The facts brought out at the trial on impeachment of Lord Macclesfield, showed the depth to which corruption had penetrated the whole profession. Lord Macclesfield himself was not ashamed in his defence to plead custom, and tendered evidence to show that the prices of appointments of sworn clerks, and even of "waiting clerks," had risen greatly of late years. The whole of the facts brought out on the trial in 1725, and of those which led to the establishment of the Accountant-General's office as a preventive against trafficking by the Masters in the suitors' money, were before the Commissioners, whose report was not presented till 1740.

The Commissioners drew up tables of fees which were to be paid; proposed to give suitors and their solicitors a right of summary appeal in cases of undue levy of fees; to require the officers to give receipts when asked for fees taken; and to arrange for periodical revisions of the tariff, to be signed by the Lord Chancellor and Master of the Rolls, and to be exhibited to the public. Finally, they propose to prohibit, for the future, the sale of offices, and the discharge of offices by deputy. "The sale of offices," they apprehended, was "one of the principal causes of the increase of fees; the purchasers generally finding themselves under the strongest temptations, by all ways and means, to increase their profits (which must be at the expense of the suitors) in order to make their offices worth the money they pay for them; and where the offices are held for life only,

(a) There was hardly an office in Chancery which was not a patent office, and whereof the duties were not systematically discharged by deputy. In the case of the Subpena Office, of which, at least, it might have been supposed that the functions would have been discharged in person, it seems that there were three patentees, one of them a clergyman, appointed under the Great Seal "at the nomination of Anne Charlotte, Lady Dowager Frecheville." But neither nominatrix nor nominees attended to the office. Deputies were appointed to do the work, and to earn for themselves and their patrons the fees taken from the public.

or other uncertain estate, the temptation is still the stronger, as the hazard is greater."

These Commissioners did not carry out that part of their commission which related to the common law courts, but confined themselves to the chancery and the offices of the Lord Chancellor and the Master of the Rolls.

The sub-commissions appointed by these Commissioners, however, made reports to them upon the common law courts and offices, but it does not appear for what reason the Chief Commissioners, or, as they are styled "Lords Commissioners," did not consider and report upon the work of these committees.

It is a fact to be noted that the report of this commission, though made in 1740, was not made a public document till 1815.

In that year was made the next considerable effort to diminish at once the cost and the burdensomeness of legal administration. On the petition "of the knights, citizens, and burgesses, and Commissioners of shires and boroughs in Parliament assembled," a commission was issued on the 9th Feb., 1815, to inquire and report upon the duties, salaries, and emoluments of the several officers, clerks, and ministers of justice." The Commissioners, who occupied exactly seven years about their work, having presented their last report on 9th Feb., 1822, made full inquiry into all the courts of Chancery and Common Law. But they seemed to have confined themselves mainly to the consideration of the fees which were taken, and which ought of right to be taken, rather than to the general question of whether the duties in respect of which the fees were payable, were necessary or not for the due administration of justice. They took the report of the Commissioners in 1740, and the order of court which, in 1743, followed that report, as their points of departure, and contented themselves in the main with certifying the reasonableness or otherwise of the fees authorized by the orders of 1743, and those which had been invented since. They stated, in their report of 9th April, 1816, on this part of their subject, in relation to the Court of Chancery, "Our opinions upon the reasonableness of emoluments have also been materially affected by the great change in the wealth of the country since the order of 1743, the decrease in the value of money, and the increased rate at which skill and industry of all kinds are now remunerated."

It appears from the report that, in 1815, there were attached to the Court of Chancery the same officers as belonged to it in 1740, with the exception of the Secretary of Appeal (from Admiralty and Ecclesiastical Courts), and the Clerk of the Leases. A sub-committee of the Commissioners of 1740 could not trace the former office beyond 1720, when Lord Macclesfield was Chancellor, though the Commissioners themselves said they traced it to 1705, when Lord Cowper made an appointment to the office. But the Commissioners seem to have had doubts as to the need for a Secretary of Appeals as well as of a Clerk of Appeals, especially as one person united in himself the two offices, and took the fees of each. At any rate, the office does not appear as extant in 1815.

The Clerk of the Leases, whose duty it was to make out all grants and leases of Crown lands, was probably between the dates of the two commissions, absorbed in the office for carrying out the Acts whereby Crown lands were made national property, and ceased to be the subject of application to the Sovereign in his Chancery.

On the other hand, there appear in the report of 1816, but not in that of 1740, the Commissioners of Lunatics, the Tipstaff (a) to the Master of the Rolls (he is, however, indicated as the holder of an "ancient office"), and the secretary, train-bearer and usher to the Vice-Chancellor of England. The office of Vice-Chancellor of England was created in 1813, by 53 Geo. 3, c. 24.

(To be continued.)

SOLICITORS' JOURNAL.

THE *Times* recently favoured its readers with a leading article founded on the address of the President of the Council of the Incorporated Law Society (Mr. F. J. Bircham), delivered at Leeds, on the 21st. ult. "Mr. Bircham," says our contemporary, "fully recognised the fact that in these days the claims of every profession to consideration and to power must be tested by its performances and by their truth. The wealth and authority of the Inns of Court may have been improperly and unconsciously diverted to the sustenance and aggrandizement of one branch of the legal profession though both might have asserted a co-equal inheritance, but these questions of primitive right

(a) The Tipstaff is mentioned, incidentally, in the report of 1740, under the head of "Doorkeeper."

are not likely to be investigated by a Parliament of practical men at this time of day." We quite agree with the tenor of the foregoing observations, except that to suggest that the exclusion of solicitors from the privileges of legal education in connection with the Inns of Court is due to an almost unconscious action on the part of the benchers cannot be the opinion of anyone familiar with the ways and means by which such exclusion has been persistently brought about. Again, the commotion occasioned in the ranks of the Profession by the provisions of Lord Selborne's Bills, affords a fitting opportunity to solicitors to assert the primitive right in question, if only for the purpose of securing intact their present establishment, and leaving their present limited revenue unimpaired. Adverting to Mr. Bingham's complaint, in regard to the exclusive and irresponsible power vested in the Inns of Court in relation to calls to the Bar, to which observations of Mr. Bingham's we called attention at the time, our contemporary observes: "It will be seen, however, that *even admitting* this grievance (to our mind it is beyond dispute), the changes for which the solicitors are prepared to agitate are neither numerous nor startling. The Bar need not apprehend an advance along the whole line on the part of the other branch of the Profession, or if such an attack is threatening, there is no intimation of it in Mr. Bingham's address to the conference at Leeds." What leads our contemporary to the use of the expression "an advance along the whole line" we fail to discover, but it certainly seems to imply that there is some sufficient cause or ground for such unprecedented action on the part of solicitors, yet our contemporary does favour its readers with even what is in the mind of the writer, which justifies the suggestion. For our own part we know of nothing which would justify such violent action, which in fact, it is not in the power of solicitors to use, and were it so it would not be resorted to. That certain reforms are needed in regard to the relation at present existing between the two branches of the Profession, cannot be questioned, and their accomplishment rests rather with the public and a paternal government in the interests of the public, than with either branch of the Profession, who should, however, ventilate the subject of such reforms as are considered by them to be desirable.

We do not hesitate to say that the observations of Mr. Burton, of London (upon the subject of inviting barristers to anniversary dinners) made at the meeting of the Solicitors' Benevolent Association at Leeds, the proceedings at which are reported in a recent issue, indicate a rational jealousy, and have our entire concurrence. Such invitations ought most certainly to be confined to solicitors, and Mr. Burton was unquestionably correct in his assertion that it is an undignified course for the society to issue invitations to members of the Bar and others, and expect them to contribute on such an occasion to the funds. We were much surprised on the occasion of the last anniversary dinner to notice so many barristers present, many of whom are not subscribers to the association. Imagine for one moment the Barristers' Benevolent Association, recently established in consequence of the necessitous condition of many members of the Bar, having its anniversary meeting presided over by the President of the Council of the Incorporated Law Society, it would be scouted by every member of the Bar. And why? The answer is Professional jealousy. As Mr. Burton very properly observed, solicitors are not invited to contribute to the funds of the Barristers' Association, and it is, therefore, far more dignified and significant that the same exclusion should obtain as regards the Solicitors' Association, the directors of which will, we are certain, never appeal in vain to solicitors for funds to further the purposes of such an excellent organisation. The thanks of the Profession are due to Mr. Burton, moreover, for again urging the desirability of amalgamating this society with the Law Association, and which we hope is soon to be accomplished.

In regard to the observations in our last issue upon the subject of the Judgment Extension Act, a country solicitor writes: "A great number of officers of various regiments who are quartered here, incur debts to a considerable amount with the tradesmen, and just on the eve of their departure they promise to remit the amount on their arrival in Ireland, and some of them give acceptances which are frequently dishonoured, and the debts are seldom paid. They take no notice of applications. Presently they are ordered to a foreign station, embarking from some

port in Ireland. Some die; others retire and are not to be found. I have had many cases of this kind. I have written to the Horse Guards, but with no beneficial result; and therefore I think that where debts are contracted in England, writs from our Superior Courts (and it should be extended to the County Court practice) ought to be available for service in Ireland. Defendants could instruct their attorneys to appear and defend if necessary, but, as matters now stand, it appears to me the only course for a creditor to adopt, is to instruct some solicitor in Ireland to issue process, and then the creditor would have to go there to prove his debt. It was an unfortunate omission in the 18th section of the Common Law Procedure Act. Hundreds of persons are prejudiced by the want of greater facilities for obtaining payment of their debts owing to this difficulty. The advantage should be mutual, so that where debts are contracted in Ireland, the creditor should issue process there, and get same served in England, and it should apply to Scotland." There is very much to be said in favour of the views of our correspondent upon this important subject; but as to the suggested unfortunate omission in the Common Law Procedure Act, it was on the contrary, a deliberate act of the Legislature, secured by the action of certain Irish peers when the Bill was before the House of Lords. Legislation may be fairly required on the subject.

It has often been said that the Attorneys and Solicitors' Act 1870 (33 & 34 Vict. c. 28), an Act, in the main, to amend the law relating to the remuneration of solicitors, is not of that practical value and utility which was in contemplation by those who framed it and promoted its passing into law. And no doubt solicitors often avoid having recourse to its provisions, conscious that sections 4, 7, 9, 10, serve, to unduly limit the great and mutually advantageous use which otherwise might be made of its general provisions and especially to surround with doubt and uncertainty agreements entered into by virtue of the Act. While we hear from time to time of an agitation by solicitors for laying counsel open to an action for negligence, the better to secure the interests of clients who are litigants in our law courts, it is, perhaps, a little remarkable that section 8 of the Act now under notice should expressly provide that any reservation of responsibility for negligence, not as might be expected, *gross negligence* only, shall be null and void. The provisions of Part II. of the Act, as to taking security for future costs, interest on disbursements, and especially the last section, giving power to solicitors to perform acts appertaining to the office of proctor, sufficiently justify the assertion that the Act is one the usefulness of which is not to be overlooked by the Profession.

A SOLICITOR writes us in regard to our observations of last week upon the subject of solicitors paying counsels' fees, that it is really, in large businesses, out of the question to expect solicitors to make and keep, and they only, an account of the money due to counsel for fees. He adds, "With my firm it has occurred more than once, that counsel's clerk has inadvertently charged fees which have previously been paid; our rule being to pay such fees directly they are received in each case. Surely counsel ought to look after their own fees. What are counsels' clerks for, except that the barrister may say to a solicitor if he mentions fees, 'my clerk will arrange that if you will be so good as to speak to him.' The rule of life is that those who are creditors have to look after their debtors; in these days I see no reason why counsel should claim to have the order of things reversed. Counsel are paid, *quantum meruit*, for their services."

It may not be generally known that in Ireland solicitors have a right of audience before the courts of Quarter Sessions, and at the Limerick Quarter Sessions, recently concluded, before Mr. Theobald Purcell, Q.C., previous to the rising of the court, Mr. Jonas Blackall, solicitor, addressing his worship, said:—"One word, sir, before you retire. On behalf of the attorneys who have practised here before you at this sessions, I am requested to thank you very sincerely for the great courtesy you have observed towards every member of the Profession." We believe, however, that no member of the Bar was present on the occasion. No doubt it would be of great advantage to the public if solicitors in England and Wales had a similar right of audience in certain cases.

WE have received this week a flood of advertisement cards and notices issued by unqualified persons, and several letters from solicitors referring to them, among them the following:—"I inclose you a card of a Trade Protection Agency that has recently been sown broadcast through this and

two other counties, the names of the persons to whom sent being taken from the Directories. With offices in several towns, one can readily understand the mischief which the Profession suffers from this class. The Manager offers, *inter alia*, to obtain time for debtors, and to undertake arrangements with creditors. Only a few weeks since this manager called a meeting of creditors the creditors accepted 5s. in the pound with security. This presiding genius proceeded to draw bills of exchange upon the debtor in the creditor's name. He then got the person who was to be surety to indorse the bills, and then he handed those documents to each creditor, one of the latter was so mystified that he came to ask advice as to his claim upon the indorsee (failing payment by acceptor) seeing that he was the supposed drawer by the accountant having signed his name. I had no hesitation in advising him to return such a worthless document. If the debtor had drawn on his surety there would have been some sense in the matter, but as it was there was none." We fear that the acts complained of by our correspondent do not transgress any Act of Parliament, but if *proper publicity* is given to the facts such an "agency" can hardly continue to dupe the public.

THE present mode of electing coroners for counties is certainly cumbersome and expensive, and we agree with a correspondent, whose letter recently appeared in the *Standard*, requires great alteration. On Tuesday the nomination for coroner of central Middlesex, in the place of the late Dr. Lankester, took place. The three candidates who paid the sheriffs' fees with a view of going to the poll are Dr. Hardwicke, late deputy-coroner; Mr. James Boulton, solicitor; and Dr. Diplock, coroner for West Middlesex. The result of the election will be known to-day (Saturday). Great efforts have been made by members of the Profession—among them Mr. C. E. Lewis, M.P.—to secure the election of Mr. Boulton. Mr. Langham retired in Mr. Boulton's favour.

IN another column we publish *in extenso* a report of an application against a solicitor, heard on Saturday last before the full Court of Common Pleas. Lord Coleridge's general observations as to the responsible office of a solicitor are commended to the careful reflection of those about to enter the Profession. His Lordship said: "Attorneys were clothed by the court with an exceptional and confidential character, and were certificated as persons of honour and integrity who might be safely employed in the conduct of business. It was a mistake to suppose that an attorney could purge himself by returning money improperly obtained from a client, and which but for terror of the court would probably not have been returned. When a solicitor disgraced the exceptional and confidential character that the court clothed him with, they should strip him of that character, as unfit any longer to hold it." It is impossible to disagree with this enunciation of opinion by his Lordship. It is impossible, moreover, to exaggerate the importance of maintaining the highest standard of professional morality among solicitors, and if the power of removing solicitors' names from the rolls was to-morrow transferred to the Council of the Incorporated Law Society, its members, we are sure, would be equally energetic in stamping out unprofessional conduct.

THE following lectures and classes will be held during the ensuing week, at the Law Institution, Chancery-lane:—Monday, class (Common Law), 4.30 to 6 o'clock; Tuesday, ditto; Wednesday, ditto; Thursday, lecture (Conveyancing), 6 to 7 o'clock. To prevent interruption during the lecture, gentlemen will not be admitted to the room after the lecture has commenced.

AN appeal from the Liverpool County Court has recently been before the Chief Judge in Bankruptcy, in which questions of practice affecting the conduct, by solicitor, of proceedings under the Bankruptcy Acts, have come before the court for decision. We refer to *Ex parte Bolland, re Holden*. The point was argued whether the high bailiff of a County Court had the *exclusive* privilege of serving summonses issued under sect. 96 of the Act for the attendance of a bankrupt or his wife or any person suspected of having in his possession any of the assets belonging to the bankrupt. The trustee had applied for a summons under the section in question, and the solicitor asked that service thereof might be effected by himself. The registrar directed summonses to issue, but declined to allow the solicitor to serve it; and the learned judge of the County Court held that he was bound by the terms of the rules to direct that summonses under the section in question should be served by the high bailiff. The Chief Judge held that the matter was one entirely within the discretion of the learned judge of the County Court. The importance his Lordship said

of having summonses under the 96th section properly served must strike everybody, and very good reasons might exist for directing that service in this case should be effected by an officer of the court. Without confining ourselves to the facts of this particular case, we do not hesitate to say that in very many cases it would facilitate the dispatch of such business as that in question, to allow solicitors acting for trustees to serve such summonses. Solicitors are often better informed as to the whereabouts of those proposed to be so served, and are, moreover, more likely to take unusual trouble to effect such service.

THE Manchester, Liverpool, Leeds, and Halifax Creditors' Commercial Association, with offices in Leeds, Halifax, London, Dublin, Manchester, Edinburgh, Belfast, and Liverpool, has of course a debt or law department, the correspondence in which has already reached over 20,000, and the managers in a printed application for payment say: "Be good enough to give it your immediate attention, and so save the additional expenses attending our further proceedings." The above information is founded on a notice sent us by a Leeds solicitor, who complains of the raids committed by such societies on the domain of the Profession.

At the examination of gentlemen proposing to enter into articles of clerkship with solicitors practising in Ireland, held on Oct. 30th and 31st, in Dublin, out of thirty-five candidates entered, only fourteen passed. We are afraid that the examiners in England are too lax in their requirements, judging by the few who are annually rejected. We ought to add that in Ireland the names of successful candidates are arranged in order of merit, and that other inducements are held out to them to indulge in vigorous study. Some such course might well be adopted by the English examiners. In fact this course might with advantage be adopted in all law examinations, as well as the preliminary one in general knowledge.

A CORRESPONDENT writing from Blackburn, says: "I beg to call your attention to the following facts: On the 3rd Nov. two cases of personation, arising from the municipal elections, were heard in our police courts. In each case one member of a firm of solicitors appeared for the prosecution, and the other member of the same firm appeared for the defence. It was intimated to the magistrates by both solicitors that they were not aware, before coming into court, who was retained for the opposite side. The cases were then proceeded with. I merely wish to know, through your journal, whether such an occurrence was illegal, or only a breach of professional etiquette." It is quite out of the question to suppose that there was anything illegal in the acts complained of, and as to whether it was a breach of etiquette, depends upon the instructions given by the clients, the nature of the cases before the court, and especially the explanation offered by the solicitors, must be taken into consideration in determining the latter point. Their statement to the court shows that they considered such a course unusual, and, as a rule most undesirable and inexpedient; and as to this there cannot be two opinions. We are of opinion that had the magistrates had any misgiving on the point they could, and no doubt would, have required one solicitor or the other to retire from the case, and accordingly have adjourned the case. Again, as soon as the announcement was made in court by the solicitors, the respective parties could have objected. In the case before us the ends of justice cannot have been affected by the adoption of a course which if usual, would constitute a most objectionable practice.

A DARLINGTON Solicitor asks us to state that a man, representing himself to be a solicitor, is imposing on members of the Profession, he, in fact, not being a solicitor at all. He is a tall, pale man, with black whiskers, and well dressed.

NOTES OF NEW DECISIONS.

PRINCIPAL AND SURETY—GIVING TIME.—The holder of a security who agrees with the principal to give time to the surety by so doing discharges the surety. The holder of a security is, in dealing with the security, affected by knowledge acquired after taking it as to which of the parties liable upon it is principal, and which is surety. A financial company by agreement with an agent accepted bills of exchange which were discounted by a discount company for the agent, he guaranteeing payment. The discount company were not at the time aware of the relations between the acceptors and the agent, but were informed before the bills matured that the agent was principal, and that the acceptors were sureties. After this, they agreed with the agent not to press the acceptors for payment until certain other bills became

due. Held (affirming the judgment of the court below), that the acceptors were thereby discharged: (*Overend, Gurney, and Co. v. Oriental Financial Corporation*, 31 L. T. Rep. N. S. 322. H. of L.)

COURT OF COMMON PLEAS.

Re AN ATTORNEY.

Saturday, Nov. 14.

Attorney—Misconduct—Answering affidavits—Liability to be struck off the rolls.

Morgan Howard.—My Lords, this matter stood over until to-day, in accordance with an application I made on the part of the defendant, that he should be at liberty to obtain copies of the affidavits that he had not obtained earlier for want of means, and I am instructed now to show cause on his behalf against the application. I may say, in comparatively few words, what is the substance, upon the affidavits filed against the defendants, of the charge made against him. It appears in 1872 certain real estate was devised to the wife of the virtual applicant, in this case the person by whom the Law Society was set in motion, and the respondent acted for her executors in proving the will, and his duty as solicitor to the executors was undertaken. At the end of 1872, my Lords, the allegation in the affidavits against him is, that the respondent represented to the devisee—that is, to her or her husband, that the devise was liable to pay one-third of the debts of the testator, and also the costs of the probate, and proving the will. At that time the persons who came to the property were persons not possessed of great means, and at that time they had not the money to put into the attorney's hands to enable him to defray the necessary expenses, and that being the state of things, he was instructed by them to obtain £250 upon a mortgage of a house, which, I assume upon the affidavits, was one of the houses devised by the testator to the wife. That mortgage was executed by them in his office in Nov. 1872, and then the affidavits state that £50 of the £200 which was obtained upon mortgage, was handed by the respondent to the devisee, and the rest they retained to pay probate expenses, and £35 was given to him out of the £250, in repayment of moneys that had been previously lent by him to the devisee. Then there was a subsequent payment by him of £10 to the devisee, and thus it appears sometime after the end of the year 1872, there remained in his hands the undischarged sum of £150, the non-payment of which, under the circumstances stated in the affidavit, is the matter that has led to this application. My Lords, no doubt I admit freely that applications were made, and fruitless applications, by the party interested before the Law Society were moved in the matter for an account, but it appears that this gentleman was very ill, and still is. He had been ill for a long time, he had suffered previous embarrassments in his affairs. There had been an execution in his office, his papers were out of order, and he was aware, and some of the applications made were necessarily unsuccessful for that reason, but considerable delay did arise in responding to enquires and ultimately there was an application from a solicitor who was instructed by the parties to demand an account showing the disbursements, and claiming repayment of the balance, and on 5th June, 1873, there came a letter from the secretary of the Incorporated Law Society, which, as I propose to read the answer of Mr. Holmes, perhaps I had better read. The letter is in these terms: "It appears that a Mrs. Child became entitled to some freehold property devised to her absolutely by the will of her late father, but there was no bequest to her of any part of the testator's personal estate, that the testator died in Sept. 1872, that the will was proved by the executors, for whom you acted as solicitor. That in Oct. 1872, you informed Mr. Child that he and his wife were liable to pay one-third of the debts of the testator and the cost of the probate and administration, and you requested Mr. Child to furnish you with the necessary funds, that Mr. Child told you he was not in a position to furnish the funds, whereupon you advised him to mortgage the freehold property for £250, which you stated you could obtain from one of your clients, that Mr. Child, believing he was liable to make these payments, instructed you to obtain the amount on mortgage of the premises, which were of the estimated value of £2000, that in Nov. 1872, Mr. Child and his wife executed a deed of mortgage to a person of the name of Richardson, that Mr. Richardson was not present at the execution of the mortgage, but you informed Mr. Child that Mr. Richardson had given you the money, and you then gave Mr. Child and his wife £50, stating that you would retain the rest to pay the debts, probate duties, and expenses of administration, that Mr. Child, had previously borrowed from you £25 and £10 which he authorised you to retain, and that you on 6th Jan. last, paid Mr. Child and his wife £10,

so that there remains in your hands £155 or thereabouts. That Mr. Child frequently applied to you to know how the matters connected with the estate were progressing, and at feeling dissatisfied he consulted his present solicitor, and that you were then asked for an explanation, which has not been given, nor has the money been paid; that you have promised Mr. Child, through your clerk, to let him have an account, which has been repeatedly asked for, which your clerk promised to send forthwith, but that he has not kept his promise. The Council wish me to ask you whether you wish to offer any observation or explanation with reference to the matter." That was a letter, I am bound to say a very proper letter, addressed by the Incorporated Law Society to this gentleman, and that letter did not reach his hands, as he now states in the affidavit I shall put in, until July 4. [Lord COLERIDGE, C.J.—What is the date of it?—June and July. There was a month's interval, and he was away in the country and was ill. [Garth.—It was last year.]—Yes. Now the answer is this: "Sir, I have to apologise for not sooner replying to your letter of the 5th ultimo, but it only came to my hands (as also yours of the 30th) last evening. In reply to your inquiries, I beg to state that in the month of October, 1872, I was instructed by the executors of the late Mr. Taverner to act for them in obtaining probate and winding-up the estate. On the death of the testator, Mr. and Mrs. Child being quite without funds, I, at their request, advanced them a sum of £10 to obtain mourning for the funeral, and also a further sum of £25 for other purposes. Mr. Child some time afterwards asked that I should procure him a loan of £250 on property devised to his wife by Mr. Taverner for the purpose of paying succession duty, debts, and other requirements. I accordingly applied to a client, who made the necessary advance, and on completion of the mortgage I handed to Mr. and Mrs. Child further sums of £50 and £60, the balance being retained in my hands for the purpose of paying the duties, &c. At this period Mr. Child had advised with me on the subject of differences which had arisen between his wife and Mr. Stephen Taverner, her brother, who took a life interest in property immediately adjoining Mr. Child's residence, and many attendances were had by me on them and the executors with a view to an amicable settlement. A specific appointment was made for the executors to meet the parties, but to my great surprise Mr. and Mrs. Child did not attend, and from that time they (the Childs) ceased to consult me, and instructed another solicitor to act on their behalf without assigning any cause whatever. I have not been able to complete and carry in the executors' accounts to the Inland Revenue, as I have only been furnished with them a fortnight ago, and during my absence in the country they are now being prepared, and in the course of a few days will be lodged at the Stamp Office and the duties paid, and whatever balance may be due to Mr. Child it will be immediately handed over, less my claim against him, but the succession duty and other claims will, I think, absorb the balance. With this explanation I leave the matter in your hands, and cannot help thinking the society might have spared my trouble in such a matter." That is the substance of the case as made out on the part of the Law Society in this matter, and I will read to the court a short affidavit. [Lord COLERIDGE, C.J.—What does he say as to the representation that they were liable to certain charges.] He says on that point he was under the belief that it was necessary. He had a limited practice in the Probate Court. [Lord COLERIDGE, C.J.—He had ceased to be under that belief in July, 1873.] The truth is, since that time he has been suffering from ill-health, and has not had the means. Upon that I shall have to say a word on his behalf, but perhaps I may read the affidavit on his behalf that sets out the circumstances. He says, "I have read the affidavits filed in support of this rule. The statements therein contained as to the receipt by me of £250 on behalf of Mr. and Mrs. Child is true. The amount was advanced to provide for payments of legal charges then being incurred on behalf of Mr. and Mrs. Child. Not having had much practice in the Court of Probate, I was under an impression when the mortgage referred to in the affidavit of George James Child was effected, that succession duty to the amount of £90 or £100 would be payable by the said Mrs. Child. That the said Mr. and Mrs. Child also required pecuniary assistance, and at their request advances were made to them by me to the amount of £90 or thereabouts. I did not consider that the amount obtained upon mortgage would be more than would be required after payment of my costs, charges, and expenses. I have been out of health for a long period, and my business has suffered in consequence. I was unable to complete the business entrusted to me by Mr. and Mrs. Child and to make up the accounts in reference to the matter complained of therein. I did not receive the letter from the secretary of the Incorporated Law

Society until the 4th July, when I wrote the letter of which the following is a copy." That is the one I have already read to the court. He says in it this, that he had no intention to defraud these parties, and if this honourable court would enlarge the rule, he will make out the account and hand over the balance. I admit the matter has been put before the court with the utmost fairness, as it appears to me, and what I impress upon the court is this,—whether or no his ignorance as an attorney is to be excused is one thing, but if he was under a genuine misapprehension as to what the costs would be, that would materially excuse him from the imputation which has been virtually made against him. [Lord COLERIDGE, C.J.—What has become of the money?] He is at present in circumstances not to enable him to return the money. [Lord COLERIDGE, C.J.—What did he do with it?] I should presume it went in the ordinary way of his accounts. [Lord COLERIDGE, C.J.—That is, he misappropriated it.] Your Lordship sees he was entrusted with the money. It is not pretended he kept the money in an improper sense. [Lord COLERIDGE, C.J.—They were ear-marked and entrusted to him for a specific purpose.] They were obtained from his clients as the mortgagee. [Lord COLERIDGE, C.J.—They were as much the property of Mr. and Mrs. Child, as the money in your pocket was yours.] No doubt, whatever the balance was, the money ought to have been handed over. At the same time, the money did remain in his hands until the whole transaction was completed, and it was not until the time that the mortgage was completed, that he was bound to pay over the whole amount. [Lord COLERIDGE, C.J.—£50 he paid over, and he advanced sums amounting to £35 more; that was £85 out of £250. What does he suggest has become of the rest?] What he really says is this—he said in his letter to the Incorporated Law Society, that he thought the disbursements would absorb the balance. [Lord COLERIDGE, C.J.—He must have soon found out that they did not.] He says he has not been able to complete the accounts in consequence of ill-health. [Lord COLERIDGE, C.J.—Does he suggest anywhere the account is anything like £250.] I do not say that, my Lord, but he says "I have been out of health for a long period, and my business has suffered in consequence. I was unable to complete the business entrusted to me by Mr. and Mrs. Child, and to make up the accounts in reference to the matter complained of herein." And in the last paragraph he says he should be able, if the court will kindly enlarge the rule for a short period, to make out the account and hand over the balance. What I venture to urge is this, that at the time it was not like, there being a duty to hand over the specific sum, but the principal sum upon the mortgage was left in his hands to disburse whatever was necessary, and if he was under a misapprehension as to the amount of the disbursements, though that would not excuse his ignorance, it would show he had no improper motive. [GROVE, J.—What is the difficulty of his accounting?] According to his account, he has paid certain debts which he considers Mrs. Child is liable for. He has received a gross amount of £250 on the one side, and there are those payments on the other. It is clear it might be done in five minutes. I suppose probate duties are not of a simple character. [GROVE, J.—It is his own cheque. Lord COLERIDGE, C.J.—As I understand, it is an unopposed probate. KEATING, J.—The probate is in a certain form.] I presume so. [Lord COLERIDGE, C.J.—There is no very great complication about it.] He does not suggest that; he does not suggest that he could not have made out the account, if it had not been for his great embarrassments at the time, and his absence in the country. He was away for a considerable period, and there is no doubt his affairs got into great complication. [Lord COLERIDGE, C.J.—If the substance of your defence is, that having £170 to account for, he has put it in his pocket, and there it is, that is one thing, but I do not see anything else. Here is £250 received upon the one side; he gives over £50 and £35 more, and he says at that time he thought he should have to make other disbursements which it now turns out he has not had to make. All he has to do, is to conduct an unopposed probate and administration suit in the common form. He does not suggest how much that leaves in his hands.] I think it appears up to this time the account has not been stated, and I am not in a position to inform the court what the state of the account is. [Lord COLERIDGE, C.J.—But he is.] All I say is, that I presume there would be a balance, but for the reasons that appear upon the affidavits. I trust the court may think it might be a matter in the interest of these parties themselves in one point of view, and perhaps not acting too severely in this matter, if it remained over until next term. I believe there will be all proper reparation made. [GROVE, J.—Is there any allegation beyond his own statement of his state of health?] No, my lord, but

it was from the first always said he was ill, and upon that there is no question of doubt. [Lord COLERIDGE, C.J.—A man may be ill, and still capable of stating a very small matter of account.] Of course; I cannot conceal from myself that it would be much more desirable he should. [Lord COLERIDGE, C.J.—It is not merely the retention of the money, but the retaining of the money by a statement it is impossible the court cannot see is untrue.] As it turns out, he did not require all those moneys for the purpose of disbursements, but it is clear he required money to enable him to disburse, and the only point is, whether he had misapprehensions as to the amount; and one thing is clear, that at no time could he have deluded the parties, because he must have rendered an account; he could not have practised a perpetual fraud. [Lord COLERIDGE, C.J.—That is the case in almost all frauds, that sooner or later they must be detected.] I do not think that the circumstances of this case show that he had the desire of appropriating the money to himself after making the disbursements, but I feel there has been considerable time during which he could have made and completed the account. Upon that point, I say that having got his affairs into a state of embarrassment, the court will look upon that with as much leniency as possible, to enable him to do that which he tells the court he will do without any delay whatever—that is, render an account and render to the parties all the reparation that is due to them. I would suggest respectfully to the court, that if the matter was allowed by the court to remain until the beginning of next term, I think the court would then, if the matter was mentioned to them, be of opinion that his conduct afterwards was that which showed he had a genuine regret for the delay that had taken place, and that he had since manifested every wish to do his duty. I hope that view will prevail, because I do not think, at the time the matter began, he had a wrongful motive, and I do not suppose that anyone regretted more than he the delay that has arisen. I do not know that there is any other topic I can urge on his behalf, but I do venture again to make that suggestion to your Lordships, that the matter should be allowed to remain over till next term, when he would probably appear before you in a far better position than he does at present.

Garth:—On the part of the Law Society I do not wish to enter into any question of reparation to Mr. and Mrs. Child; that is not the object with which the Law Society brings the case into court. The object is to see that the misconduct is brought before the court and properly dealt with. It does not rest with Mr. and Mrs. Child. At the same time, if your Lordship thinks by postponing it until next term you will be in a better position to judge of the sort of punishment you should inflict, I should raise no objection. I should wish your Lordships to understand what the state of things was at the time I made this application. In the first place, Mr. and Mrs. Child were only entitled to some real property under the will. Mrs. Child, being the daughter of the testator, was entitled to property that is said to be worth £2000. The executors for whom this gentleman acted, of course, had to pay the probate duty and everything else connected with the administration. All Mr. Child had to pay was succession duty, and Mrs. Child was not answerable *prima facie* for the debts, or probate duty, or succession duty. He, under these circumstances, acting for the executors, comes to Mr. Child and informs him that he is liable to pay one-third of the debts of the testator, and the costs of the probate, and the administration, and as they have no money, he suggests that they should mortgage this property. [KEATING, J.—Was that the whole property of the testator?] We do not know. It does not appear from the affidavit, nor does he explain what the property of the testator consisted of. All that Mrs. Child knows is, that being the daughter of the testator, she became entitled under the will to the real property; she had no part of the personal property of the testator, and all she would be bound to pay would be the succession duty, which would be £20. That being so, he represents that Mr. Child and his wife were liable to pay one-third of the debts of the testator and the costs of probate and administration, and Mr. Child says he requested me to furnish him with the necessary funds. "Believing from the advice given to me by the said J. F. Holmes that I was liable to make the payments above mentioned, I instructed the said J. F. Holmes, as my solicitor, to obtain for me the sum of £250 on mortgage of the house and premises, the value of which I estimated at £2000. This he accordingly did, and some time in the month of Nov. 1872 my said wife and I executed at the office of the said J. F. Holmes a deed of mortgage of the said premises to one Richardson. That gentleman was not present, but the said J. F. Holmes informed me that he had given the money to him, and then gave us the sum of £50 stating that he would retain the rest to pay the debts, probate duties, and expenses of

administration. I had previously borrowed from him two sums of £25 and £10, which I authorised him to retain, and he has since, namely on the 8th Jan. last, paid us a sum of £10, so that there remains in his hands a sum of £150, or thereabouts." Altogether it was £95, not £85, that was handed over to Mr. and Mrs. Child, so that the sum retained in the hands of this attorney was £155. Now it does not appear that the succession duty ever has been paid out of that. It does not appear one way or the other. [KEATING, J.—He knows it and does not state it.] That being so, as Mr. and Mrs. Child could not obtain an account from Mr. Holmes, my friend has stated what took place. Another attorney was employed; he endeavoured to get an account and he failed, and the matter was then placed in the hands of Mr. Williamson, the secretary of the Law Society, and then comes the answer, and I think your Lordships should have what is stated in answer to that letter by Mr. Child when he read it. He says, "It is not true as therein stated or implied that I in the first instance asked the said Joseph Francis Holmes to procure me the said loan for the purpose therein mentioned, or at all. The said J. F. Holmes came to me and, as stated in my said affidavit, informed me that I and my wife were liable to pay one-third of the debts of the testator and the costs of probate and administration, and requested me to furnish him with funds, and when I told him I was not in a position to do so, he advised me to mortgage the property, and said he had a client who would advance the money." So that that was really the fact, and from that time to this nothing has been done, and I have no reason to suppose what my learned friend has stated with regard to his client's state of health or means is untrue. We had some difficulty in serving him; he was not served till last June; that is the reason it came before the court thus late. At the same time, it is not stated in the affidavit what became of the money. With those observations, I leave the matter in the hands of the court. [KEATING, J.—What was the date of the money being received by them?]—In Nov. 1872. I do not wish to press unduly on Mr. Holmes. I only wish your Lordships should understand the matter.

Murray—My Lords, there is one remark I wish to make as to the succession duty which was first mentioned in answer to the application of the secretary of the Law Society. The statement of Mr. Child is, that he was induced to make the mortgage upon the representation that he was liable to pay the debts, which he was not, and was also liable to pay a third of the testamentary expenses, which under no circumstances the freehold estate is liable to. We know well, under the statute it is only liable to the debts of the testator, and that statement must have been known to be false by the attorney when making it. [KEATING, J.—Does it appear what the state of the testator's affairs was, whether he had personal property, or how he devised it?]—It is not suggested what the amount of the debts was, or that the personal estate was deficient, because, unless it was, the real estate would not be liable. It is not suggested that any suit by the creditors to make the freehold estate liable was ever substituted, or will be; and there is no reason to suppose that this estate will ever be called upon to contribute. [KEATING, J.—In fact, the attorney here now seems to admit that there was no such liability as he represented, but he states he was under a misapprehension.] He asks the court to believe that upon a freehold estate worth £2000, £90 of succession duty would be payable. I have taken the trouble to look at the tables of the Act, and found that under no circumstances would there be more than £11 payable. [KEATING, J.—It is one per cent.] I do not know the lady's age, and the succession duty is regulated by the age of the successor; but I have taken her age at forty-five years, without wishing to do her injustice, and taking the estate at the maximum of £2000, it brings it out at £10 odd. [Lord COLERIDGE, C.J.—That is so, if it is a life estate; but if it is in fee, does the age affect it?] Yes, my Lord; in case of a freehold estate devised, the succession duty may be assessed upon the value of an annuity to a person taking an estate in fee, though they assess it always upon the residue of the life, according to the tables in the Act. [GROVE, J.—The person who takes in succession from her would pay. It would be like acquiring an estate.] Obviously. The principle is very simple. They take the age of the successor with the devise for life or in fee, and then they take the value of an annuity upon that life, equivalent to the annual value of the property. [KEATING, J.—This is only a difference of between £10, which you represent, and the £20 Mr. Garth represents.] It is scarcely worth the time consumed. Only this matter is material, that at the time Mr. Child was induced to execute the mortgage there was not a penny due, because by the Act of Parliament the first instalment is not due until the expiration of twelve months from the

Wilson (Rose), 5, Kensington-place, Bath, spinster. Dec. 15 : Pattison and Co., solicitor, 50, Lombard-street, London.
WORMALD (John), Cawood, York, merchant. Dec. 21 : Weidall and Park, solicitors, Selby.

REPORTS OF SALES.

Tuesday, Nov. 17.

By Messrs. E. and H. LUMLEY, at the Mart.
Bedfordshire, Luton.—The Sugar Loaf public-house, freehold—sold for £1850.
Cromwell-r. ad.—A plot of land—sold for £280.
By Messrs. HARDS, VAUGHAN, and JENKINSON, at the Mart.
West Nine-park.—No. 33, Corn-wall-road, term 85 years—sold for £600.
Greenwich.—No. 21, George-street, freehold—sold for £310.
Leamington.—No. 25, Horton-street, term 82 years—sold for £290.
No. 25, Gerrard-street, term 88 years—sold for £190.
New Cross.—Freehold ground rent of 20 per annum—sold for £185.
Deptford.—Freehold ground-rent of £118s. 9d. per annum—sold for £105.
Freehold rental of £20 per annum—sold for £1200.
Rotherhithe.—A rental of £100 per annum, term 77 years—sold for £1400.

THE BENCH AND THE BAR.

CALLS TO THE BAR.

The following gentlemen were this week called to the Bar:—

By the Honourable Society of Lincoln's Inn.—Daniel Robert Fearon, Esq., M.A., Oxford; Douglas Close Richmond, Esq., M.A., Cambridge; Thomas Middleton Rogers, Esq., B.A., Oxford; John Baddeley Wood, Esq., B.A., Oxford; Henry Rae, Esq., B.A. and LL.B., Cambridge; Henry Edward Hirst, Esq., M.A. and B.C.L., Oxford; Charles Benjamin Bright Maclaren, Esq., M.A., Edinburgh; William Webb Spencer Follet, Esq., B.A., Cambridge; Hugh Hough Riach, Esq., Magdalen College, Oxford; William Henry Gover, Esq., LL.B., University of London; William Michael Spence, Esq., M.A., Cambridge, Fellow of Pembroke College; Edward John Payne, Esq., M.A. Oxford, Fellow of University College; John Haviland, Esq., M.A., Cambridge; Reginald John Lake, Esq., B.A., Oxford; Charles James Tennant Dunlop, Esq., M.A., Oxford; Francis Henry Pitt-Taylor, Esq., B.A., Cambridge; Robert Edward Hallett Holt, Esq.; Edward Fortescue Torriano, Esq.; Madgwick George Davidson, Esq., M.A., Oxford; and William John Tanner, Esq., B.A., Oxford.

By the Hon. Society of the Inner Temple.—Oliver Alexander Ainslie, Esq., London; Charles Henry Walton, Esq., Oxford; Herbert Cary George Batten, Esq., B.A. Cambridge; Charles Awdry, Esq., M.A., Oxford; Ernest Frederic Silvester, Esq., Oxford; John Heywood Johnstone, Esq., B.A., Cambridge; Francis Medland Phillips, Esq., Associate of King's College; Robert Chellas Graham, Esq., B.A., Cambridge; Heighway Jones, Esq., jun., LL.B., Cambridge; Edward Boycott Jenkins, Esq., B.A., Oxford; Rudolph Eyre Melshemer, Esq., B.A., Cambridge; William Pickford, Esq., B.A., Oxford; Cecil Francis Parr, Esq., Oxford; Charles Tyrrell Giles, Esq., B.A., Cambridge; Goodwin Young, Esq., B.A., Cambridge; Arthur William Roberts, Esq., B.A., Oxford; Arratoon Carapiet, Esq., B.A., Cambridge; John Alexander Apar, Esq.; William Edward Norris, Esq.; David Jardine Jardine, Esq., B.A., Cambridge; William Frederick Alphonse Archibald, Esq., M.A., Oxford; Henry John Church, Esq.; Thomas Latham, Esq., B.A., Cambridge; Cecil Isaacson, Esq., B.A., Cambridge; Edward Marjoribanks, Esq.; John Frederic Clerk, Esq., B.A., Oxford; Charles Edward Jones, Esq.; and James Bigg Porter, Esq.

By the Hon. Society of the Middle Temple.—Robert William Taylor, Esq., University of London, B.A., holder of the First Studentship from the Council of Legal Education in May 1874; John Fletcher Moulton, Esq., of Christ's College, Cambridge, Fellow and Lecturer; Arnold Jeffries Cleaver, Esq.; Stephen Herbert Gatty, Esq., of New College, Oxford; John Temple Ashwell Cooke, Esq.; Robert William Broomfield, Esq.; Walter Annis Attenborough, Esq., of Trinity College, Cambridge, B.A.; George Humphreys, Esq., of Queen's University, Dublin, B.A.; William James Howard, Esq., of Trinity College, Dublin, B.A.; George Osmond Beeby, Esq.; Charles William Buller, Esq., of All Souls's College, Oxford, B.A.; Wm. Davy, Esq., of Trinity Hall, Cambridge, B.A.; Sir David Lionel Salomons, of Caius College, Cambridge, B.A.; Frank Normandy, Esq.; Thos. Alfred Spalding, Esq.; Henry Boyes Mugliston, Esq.; John Gerard Laing, Esq., of Clare College, Cambridge, B.A., and London University; Chas. Henry Marriott Wharton, Esq.; David Alfred Aird, Esq., of St. Mary Hall, Oxford; and Yves Pierre Antoine Jollivet, Esq.

By the Hon. Society of Gray's Inn.—Francis Phillips, of 96, Gloucester-crescent, Hyde Park, Middlesex, the only surviving son of the late Charles Henry Phillips, F.R.C.S., of 6, Trafalgar-square, Brompton, in the said county.

COMPANY LAW.

NOTES OF NEW DECISIONS.

MEMORANDUM OF ASSOCIATION—ULTRA VIRES—RATIFICATION OF CONTRACT—ASSENT OF SHAREHOLDERS—POWER OF THOSE PRESENT AT MEETING TO BIND ABSENTS.—The defendants are a limited company, incorporated under the Companies' Act 1862, their objects as stated by their memorandum of association being, "to make or sell, or lend on hire, railway carriages and waggons, and all kinds of railway plant, fittings, machinery, and rolling stock; to carry on the business of mechanical engineers and general contractors; to purchase, lease, work, and sell mines, minerals, land, and buildings; to purchase and sell, as merchants, timber, coals, metals, or other materials, and to buy and sell any such materials on commission, or as agents;" the 4th of their articles providing, that "an extension of the company's business beyond, or for other than the objects or purposes expressed or implied in the memorandum of association, shall take place only in pursuance of a special resolution." In January 1865 the directors of the company, by their acting director, J.A., contracted with parties in Belgium, to whom the Belgian Government had granted a concession for the construction of a line of railway in that country, for the purchase by the company of that concession; and also with the plaintiff to employ him in the construction of the line, through the medium of a société anonyme to be constituted by the company in Brussels, and to pay certain sums of money into the treasury of the société for furnishing the plaintiff with funds for carrying out his contract for constructing the line. The stipulated deposit was paid to the concessionaires out of the company's funds; and a report, by J. A., of what had been done, was approved at a board meeting of the company, on the 8th Feb. 1865, and the contract with the plaintiff was ordered to be registered. Further contracts between the same parties, modifying the previous ones, were entered into in Oct. 1865, and the plaintiff proceeded with the construction of the line; and up to May 1866 the specified payments were made by the company into the treasury of the société anonyme. The directors, in Oct. 1865, being advised that the contracts were *ultra vires*, projected a company for taking them over; and at a general meeting of the defendant company, on the 5th Dec. 1865, a balance sheet showing advances made on account of these contracts was presented, and objected to, but on the chairman's assurance that that item would not appear again, as it would be taken over by the projected company, the accounts were approved and adopted. On the 20th Dec. 1866, at an extraordinary general meeting of the defendant company, a committee was appointed to inquire into and report upon the company's affairs, and at an extraordinary meeting on the 1st May 1867, the committee reported that the Belgian contracts were *ultra vires*, and the shareholders not bound by them, but the directors were liable to replace the expended money, and recommended an amicable settlement. Thereupon a committee was appointed, and at an annual meeting on the 14th May 1867 (convened by circular, stating one of the objects of the meeting to be "to receive, consider, and adopt any report to be made by such committee," and at which meeting the Belgian advances appeared again in the balance sheet in the same form as before), a resolution was passed embodying the recommendation of the committee that certain persons (directors of the defendant company), should "purchase" from the company the Belgian contracts, the company to take proceedings for enforcing them in the company's name at the expense of and on an indemnity by the purchasers, and not to be precluded from maintaining that the contracts were *ultra vires*, and not binding on the company; and subject thereto, the balance sheet to 30th Sept. 1866, was approved. On the 24th Dec. 1867, at another annual meeting, a contract in the form of an indenture, carrying into effect the resolution of the 14th May 1867 (and which contract and resolution were stated in the circular convening the meeting), was approved, and the company's seal affixed thereto, and the balance sheet to 30th Sept. 1867, was adopted, the entry "advances on contracts" being altered to "advances to be refunded, in accordance with a resolution passed at a meeting of shareholders on the 14th May 1867." In May 1866 the company repudiated the contracts of Jan. and Oct. 1865, as being *ultra vires*, and in an action against them by the plaintiff for ceasing to pay any further money, it was held, by the Court of Exchequer (Martin, Bramwell, and Channell, BB.), first, that the contracts were *ultra vires* of the directors who had no power to bind the company by the contract sued upon, at the time they entered into it. Secondly (by Martin and Channell, BB. *dissentiente* Bramwell, B.), that the contracts, although *ultra vires*, had been ratified by the subsequent assent and adoption of the shareholders,

who, by their conduct, permitted the directors to hold themselves out to the plaintiff as authorised to bind the company, and thereby conferred on the directors an ostensible authority to that effect. But, *contra*, by Bramwell, B.—There was no ratification of the contracts even by the shareholders present at the meetings, but to bind the company (even assuming that could be done) all the shareholders must be bound and must ratify, and here the absent shareholders were not bound. By Bramwell, B.—The approving and adopting accounts produced at a meeting of a company is only a recognition that they are accurately stated, and on correct principles; and is not an approval of the transactions shown in them. Upon error by the defendants from the judgment of the majority of the Court of Exchequer, it was held by the Court of Exchequer Chamber (Keating, Blackburn, Brett, Grove, Archibald, and Quain, JJ.), affirming the judgment below on that point, that the contracts were *ultra vires*. And by Blackburn, Brett, and Grove, JJ., that the contracts, although not within the scope of the company's memorandum of association, were capable of being ratified, and that the unanimous shareholders had assented to their ratification under the seal of the company, and that such ratification made them binding on the company in its corporate capacity. But, *contra*, by Keating, Archibald, and Quain, JJ., first, that the contracts being beyond the scope of the memorandum of association, and therefore beyond the scope of the incorporation, were incapable of ratification so as to bind the body corporate, and, secondly, that there was no proof that they had, in fact, been ratified by the assent, express or implied, of all the shareholders. By Blackburn, J.—It is not competent to a person in whose name a contract has been made without authority, to sell the benefit and advantage of the contract, and to authorise the purchaser to sue in his name in order to obtain that benefit if the contract should prove advantageous, and at the same time to reserve power to repudiate the contract if it proves a losing contract. The act of selling the contract is an unequivocal act of election to ratify and adopt it, and that election once made is determined for ever: (*Riche v. The Ashbury Railway Carriage and Iron Company*, 31 L. T. Rep. N. S. 339. Ex. and Ex. Ch.)

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

DAMAGES—WRONGFUL POSSESSION—OCCUPATION RENT—DEMOLITION OF BUILDINGS—MEASURE OF DAMAGES.—Damages in the nature of an occupation rent will not be given in respect of an unfinished house. Before paying the purchase money for a piece of land, and after having expended a large sum in building upon it, the purchaser became insolvent, and entered into an agreement with the vendor for the rescission of the contract, and the vendor resumed possession of the property; but before he did so the purchaser committed an act of bankruptcy by absconding. Amongst the buildings erected by the purchaser were some stables on a vast scale, and quite unsuited to the kind of house that any prudent man would build on the property. The vendor on resuming possession pulled down these stables. The purchaser's assignees in bankruptcy filed a bill against the vendor for specific performance of the original contract for sale, and by the vendor's consent a decree was made for specific performance, and an inquiry was directed as to the damages sustained by the plaintiffs by reason of certain acts of the defendant complained of in the bill. Held (reversing the decision of Bacon, V.C.) that as the demolition of the stables did not diminish the selling value of the property, the defendant was not liable to pay damages in respect of such demolition.—(*Krehl v. Park*, 31 L. T. Rep. N. S. 325. Chan.)

WILL—LEGACY—SPECIFIC OR DEMONSTRATIVE.—A testatrix having, at the date of her will, 3000l. Five per Cent Debenture Bonds of the East India Loan, bequeathed "the sum of three thousand pounds, invested in Indian security." The bonds were paid off by the Indian Government during her lifetime. Held, that the legacy was demonstrative, and not specific.—(*Mytton v. Mytton*, 31 L. T. Rep. N. S. 329. V.C. M.)

The throat and windpipe are especially liable to inflammation, causing soreness and dryness, tickling and irritation, inducing cough and affecting the voice. For these symptoms use glycerine in the form of jubes. Glycerine in these agreeable confections, being in proximity to the glands at the moment they are excited by the act of sucking, becomes actively healing. 6d. and 1s. packets (by post 8 or 15 stamps), labelled "James Epps and Co., Homoeopathic Chemists, 48, Threadneedle-street, and 170, Piccadilly."—[ADVT.]

ELECTION LAW.

NOTES OF NEW DECISIONS.

ELECTION PETITION—WITHDRAWING PETITION—FUNCTIONS OF JUDGE—CONDITIONS OF WITHDRAWAL.—By the Parliamentary Elections Act 1868 (31 & 32 Vict. c. 125) an election petition can only be withdrawn with leave of the court or a judge. But, *semble*, where the petitioner withdraws during the hearing of the petition it would be practically impossible for the judge to proceed with the inquiry. The only power which the judge has in such a case is to recommend the court not to allow the return of the deposit except upon the most satisfactory explanation of the grounds of the withdrawal of the petition. The learned judge having come to the conclusion that no case had been made out to justify the unsealing of the respondent the withdrawal was allowed, costs following the event: (*City of Durham*, 31 L. T. Rep. N. S. 321. Grove, J.)

SCRUTINY UNDER SECT. 25 OF THE BALLOT ACT—WHAT MUST BE PROVED TO ENTITLE A PETITIONER TO STRIKE OFF A VOTE FOR BRIBERY—EVIDENCE OF CORRUPT MOTIVE.—The 25th section of the Ballot Act enacts: "Where a candidate on the trial of an election petition claiming the seat for any person, is proved to have been guilty by himself, or by any person on his behalf, of bribery, treating, or undue influence in respect of any person who voted at such election, there shall, on a scrutiny, be struck off from the number of votes appearing to have been given to such candidate, one vote for every person who voted at such election, and is proved to have been so bribed, treated, or unduly influenced." Under this section the proceedings on a scrutiny remain just the same as before under the earlier Acts, except that no inquiry can be made as to how the voter voted. It is still necessary to prove the candidate guilty of bribing, to give evidence of the corrupt receiving of the bribe by the voter, and to prove the fact of voting. This done the judge may strike off a number of votes equal to the number of bribed voters (*per Lord Coleridge, C.J., and Brett, J., Grove, J., dubitante*). Mr. P., the accepted candidate of a party in a borough, distributed gifts of coal to 877 persons in the borough, shortly before a dissolution of Parliament. Each recipient had, as the authority to receive the coal, a card sent to him, on which was printed, "With Mr. P.'s compliments," and which was signed by Mr. P.'s political agent; and the coals were distributed by persons who afterwards canvassed for Mr. P. Held, *per Lord Coleridge, C.J. and Grove, J., Brett, J., dubitante*, that this was sufficient evidence, it not being rebutted, of a corrupt receiving on the part of the electors to bring them within the 25th section of the Ballot Act, as having been "so bribed." *Semble*, *per Lord Coleridge, C.J. and Brett, J.*, that the words "so bribed" in sect. 24 of the Ballot Act refer only to the two modes in which a candidate may be guilty of bribery, mentioned in the earlier part of the section, and do not mean that it is only necessary on a scrutiny to prove the act of the briber: (*Malcolm v. Ingram*, 31 L. T. Rep. N. S. 331. C. P.)

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

(Before H. W. COLE, Q.C., Judge.)

DEELEY V. THE LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Railway unpunctuality.

This was an action to recover 9s. 6d., the cost of a cab fare from Birmingham to Solihull, being the amount of damages which the plaintiff alleged he had sustained by reason of a breach of contract and negligence on the part of the defendants.

W. S. Allen appeared for the plaintiff.

Page, of London, for the defendants.

HIS HONOUR.—The plaintiff resides at Solihull, and in August last he, being in Birmingham, took a return ticket from the defendants' station at New-street for Sutton Coldfield. He desired on his return to Birmingham to go home by the last train from Birmingham to Solihull, and it appeared by the defendants' time tables that the last train from Sutton Coldfield left at 9.15 p.m., and arrived in Birmingham at 9.45 p.m. This would enable the plaintiff to catch the last train from Birmingham to Solihull, which was on the Great Western line. The plaintiff presented himself at Sutton Coldfield station in due time, and the train, which had first to come from Birmingham and then turn round and leave for the return journey, did not arrive at the proper time at Sutton Coldfield, and consequently did not start to return to Birmingham till 9.40, being twenty-five minutes later than the time fixed in the time tables, and did not arrive in Birmingham till 9.30 p.m., being forty-five minutes late. The train

also took fifty minutes to complete the journey from Sutton Coldfield to Birmingham, being twenty minutes longer than the time announced in the company's time tables. This delay of forty-five minutes made the plaintiff to be late by thirty-seven minutes to catch the Great-Western train from Birmingham to Solihull, and the plaintiff therefore took a cab to the latter place, for which he paid 9s. 6d., the sum sought to be recovered in this action. On the plaintiff's ticket was the usual statement, "issued subject to the company's regulations," and to the conditions in their time-tables. These tables were in evidence, and it had been decided in *Denton v. The Great Northern Railway* (5 Ell. & B. 860) that the time tables constitute evidence of the terms of the contract between the parties. But under the general regulations in the defendants' time tables the following condition appeared: "Time bills.—The public train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start before the appointed time. Every attention will be paid to insure punctuality as far as practicable. The directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delay or detention." It was an important question whether the bare fact that there was unpunctuality on the night in question was, in the face of the regulations, sufficient to fix the company with breach of contract, unless they could give satisfactory explanation of the delay. It was, however, not necessary for him to decide that question, about which some difference of opinion existed. For if the plaintiff could prove that the company failed to fulfil its terms that "every attention" would be paid towards ensuring punctuality as far as possible, he (his Honour) was of opinion that the company could not really command the protection which the general regulation would otherwise give. Now, it was proved by the plaintiff's evidence that at Erdington, which was one of the intermediate stations on the line between Sutton Coldfield and Birmingham, the plaintiff complained to the station-master of the lateness and unpunctuality of the train, to which the station-master replied, "It is that stupid fellow of a driver; he loses two or three minutes at every station, although he is already late." It was objected on the part of the defendants that this declaration of the station-master was not admissible evidence as to the cause of the delay; but it appeared to him (his Honour) that all matters relating to the starting and arriving of the trains were particularly within the scope of a station-master's authority; and that the declaration made by the Erdington station-master as to the cause of the delay and unpunctuality was therefore admissible against his employers. The case of *Hurst v. The Great Western Railway Company* (34 L. J. 264, C. P.), which was relied on by the defendants, really decided that no special contract arose from the mere talk of the officials; and what a railway porter may have said, did not constitute a special contract binding the company. But in the present case the evidence was tendered not to prove a special contract, but to prove an admission showing that the contract already entered into was not being duly fulfilled by the company. Treating the declaration of the station master as evidence, and adhering to the fact that the engine driver had not been called to prove that the fault was not his, and that he was not the unskilful person the station master asserted, it appeared to him (his Honour) that he was warranted in drawing the conclusion that the unpunctuality of the train was occasioned by the company having entrusted the driving of the train to an improper person, and having therefore neglected to pay that attention to ensure punctuality, which was promised in the general regulations. Under such circumstances, as the delay was attributable to the company having provided an incompetent engine driver instead of a competent one, they could not well be excused under the general regulations, and a breach of contract had, he thought, been committed. But there was nothing to show that in the contract made at Birmingham the defendants had notice that the plaintiff lived at Solihull, and that if their return train were unpunctual he would be obliged to return there in a cab. He did not think it fairly within the contemplation of both parties that they entered into the contract that such would be the result if the train arrived at Birmingham forty-five minutes late. But on the authority of *Hamlin v. The Great Northern Railway* (26 L. J. 20, Ex.), the defendants, he thought, had committed a breach of contract, for which the plaintiff was entitled to nominal damages, though he could not recover his cab fare to Solihull. He should therefore give him a verdict for 1s., which would carry the costs.

GRAVESEND COUNTY COURT.

Tuesday, Nov. 17.

(Before J. J. LONSDALE, Esq., Judge.)

ROSE AND ANOTHER V. CLEMITSON.

Interpleader—Description of mortgagor under Bills of Sale Act 1854 (17 & 18 Vict. c. 36), s. 1. THIS was an interpleader claim by Bridget Clemitson to goods seized in process of execution issued by the plaintiffs against Margaret Clemitson. The ground of the claim was that by bill of sale dated 17th June 1874 the defendant had mortgaged the property seized to the claimant, her daughter.

G. Whale, solicitor (Woolwich), appeared for the plaintiffs.

E. W. Bewley, solicitor (Gravesend), for the claimant.

The due execution and negotiation of the bill of sale was proved, and the evidence of the claimant and others to the effect that the bill of sale was given *bona fide* and for valuable consideration was not contradicted. In cross-examination by Whale, however, the claimant admitted that at the date of the bill of sale her mother, the defendant, was a baker, but said that in and since May 1874 she, the claimant, had managed the business for defendant. In the bill of sale and affidavit of its execution the defendant was described as of a certain street in Gravesend and as a "widow."

Whale contended that "widow" did not comply with the Bills of Sale Act 1854 (17 & 18 Vict. c. 36, s. 1), which required the occupation of the person making or giving the bill of sale to be stated in the affidavit. "Widow" was no description of an occupation, and here it was shown that defendant was a baker. This should have been stated in the affidavit. He also cited *Broderick and another v. Scale* (L. Rep. 6 C. P. 98), (where an attorney's clerk who was the attesting witness was described in the affidavit as a "gentleman"), and *Ex parte Horman, re Vining* (L. Rep. 10 Eq. Cas. 63) (where the mortgagor being the lessee and manager of a theatre was described as "esquire"). In both these cases the bill of sale had been held void on account of informalities of this kind which were likely to mislead creditors.

HIS HONOUR said, that one would almost be inclined not to allow force to such an objection, but the Legislature had evidently intended to prevent creditors from being deceived, and hence the affidavit was required to be in exact conformity with the Act. The authorities cited by Mr. Whale were conclusive. In no sense could "widow" be held to be an "occupation." The claim would be barred and the costs of the plaintiffs on the interpleader summons paid by the claimant.

Claim barred.

CAMBRIDGE COUNTY COURT.

Wednesday, Nov. 11.

(Before EDMOND BEALES, Esq., Judge.)

MARKING V. HEADLEY.

Measure of damages—Breach of contract by non delivery.

THE plaintiff, a raiser of coprolites, claimed £32 15s., damages alleged to have been sustained by the non-delivery of about 400 yards of piping required for his mills.

Cockerell, of the Norfolk Circuit (instructed by James Hunt, of Cambridge), was for the plaintiff.

Horace Browne, of the Norfolk Circuit (instructed by H. J. Whitehead, of Cambridge), for the defendant.

On the 7th Sept., the plaintiff called at the defendant's place of business, at Cambridge, and wanted some piping for his works. He was supplied by defendant's son with about fifty yards, which was all that they had in stock, and the defendant's son promised to get the rest from another ironmonger in the town, and said that it should be ready next morning. The terms were cash in a month. After the plaintiff left, and when defendant heard of the contract, he wrote to the plaintiff saying he should refuse to supply the piping unless the plaintiff paid ready money. Plaintiff subsequently called upon defendant, who told him that he could only supply the piping for ready money, as he understood that the plaintiff had had some unpleasantness with another person in the trade with reference to an account. Plaintiff then told him he should get the piping elsewhere, and sue defendant for damages; and he accordingly purchased it of another ironmonger in Cambridge, at precisely the same price, after a lapse of about a week. Plaintiff alleged that he lost £32 15s. by reason of not having the piping Headley had contracted to supply him with. A Mr. Coningsby had made a claim upon him for £8 15s., for a breach of contract, caused by the breach by defendant. He claimed £5 for extra labour he had to engage by reason of not having the pipes; £4 for damage owing to four horses being unable to earn their keep for a week, and £15 general damage to his business, making up a total of £32 15s.

Horace Browne, citing *Mayne on Damages*, 2d

edit. by Lumley Smith, contended that the damages sought to be recovered could not be awarded. The simple measure of damages was, he contended, the difference between the contract price and that which goods of a similar description and quality bore at the time when they ought to have been delivered: (*Gainsford v. Carroll*, 2 B. & C. 624; *Wilson v. Lancashire and Yorkshire Railway Company*, 9 C.B., N. S., 632; *Roscoe's Nisi Prius*, 12th edit. 475.) And as in this case there was no difference at all, but the amounts were exactly the same, the damages must only be nominal—at the very least, one shilling.

Cockerell contended that those authorities only applied to cases where the contract was to supply on a future day. In *Smeed v. Ford* (23 L. J., 178, Q.B.) it was held that damage occasioned by long exposure of corn, owing to the non-delivery of a thrashing machine for six weeks was recoverable.

Horace Browne pointed out that that case expressly proceeded on the principle of *Hadley v. Baxendale* (9 Ex. 341), and that therefore even if his contention for nominal damages were overruled, the damages must be such as were reasonably in the contemplation of the parties. How could *Headley* know anything about *Coningsby's* contract in this case?

His HONOUR thought that the cases quoted for the defendant only applied to contracts to deliver at a future time. [*Horace Browne*.—This is a future time; the order was a day before the goods were to be delivered.] But he did not think that the small difference of one day was sufficient to support that view of the case. There was much force, however, in the argument about *Coningsby*. How could *Headley* know of that liability in case he neglected to perform his contract.

Cockerell proposed to recall the plaintiff to show that he gave express notice at the time, and this was allowed. He said that he told *Headley's* son that if he did not have the piping next morning his mills would be stopped.

His HONOUR said that he should therefore strike out the claim of £8 15s.

Horace Browne again strongly urged that the doctrine laid down in *Mayne on Damages* applied, and that the damages must be nominal. Such a sum as £15 as claimed for general damages, was obviously too remote to be sustained.

His HONOUR said that he should decide the case by allowing £10 damages in all; that sum consisting of £5 extra labour, £4 for the item of horses, and £1 for general damage. The costs to be taxed on the higher scale.

Notice was given of an appeal by the defendant.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY.

(Before the CHIEF JUDGE in Bankruptcy.)

Tuesday, Nov. 10.

Ex parte WILKES; Re PINCHES.

Fraudulent preference.

This was an appeal on behalf of Mr. E. Wilkes, accountant, of Plymouth, the trustee of the bankrupt, who formerly occupied the Bedford Wine and Spirit Vaults, Plymouth, against an order pronounced by the Judge of the Stonehouse County Court on the 12th Aug. last, whereby he refused the application of the trustee, that Mr. Edward George Lewer, brewer, of Plymouth, should pay to him as trustee the sum of £67 6s. 4d., and likewise ordered the trustee to pay Mr. Lewer's costs from the time of filing certain affidavits used in support of such application.

Robertson Griffiths (instructed by *Abraham Rhodes*, solicitor, of London, agent for *J. E. Curteis*, solicitor, of Stonehouse), appeared for the appellant; and

F. Knight (instructed by Messrs. *Guscombe*, of London, solicitors, agents for *Sparkes*, solicitor, of Crediton), for the respondent, Mr. Lewer.

From the affidavits filed it would seem that at a time when bankrupt was perfectly insolvent the respondent, on behalf of himself and Mr. Badcock, of Crediton, purchased the bankrupt's business, and claimed to deduct the debts due from *Pinches* to himself and *Badcock*. The County Court judge decided that he was entitled to do this, but the trustee being dissatisfied with this decision appealed.

Griffiths contended that the sale by *Pinches* to *Lewer* was for a past debt, and without adequate consideration, inasmuch as the £28 paid was not sufficient, and that not only was *Lewer's* a by-gone debt, but *Badcock's* was one also. He (*Griffiths*) quoted an analogous case of *Newton*, assignee of *Steeles v. Chandler*, in which Lord *Ellenborough* decided in favour of the assignee.

Knight argued that the judge of the County Court was right in making the order.

His HONOUR held that whatever verbal agreement might have been come to on the 17th Dec about deducting the amount of the debts from the

purchase money, not one word to that effect was inserted in the agreement signed on the 19th of that month, and could not therefore be entertained. Anything more of a fraudulent preference to *Lewer* and *Badcock* he could not conceive. *Lewer* could not say he was ignorant of his (*Pinches*) condition, for he was told that the bailiffs were in *Pinches*' house, and knew of his poverty by advancing him £10. *Badcock* likewise showed by his acts that he was aware of *Pinches*' condition. He had not, therefore, the slightest hesitation in saying that the knowledge of *Pinches*' condition had been brought home to *Lewer* before the contract had been completed, and as nothing could be clearer in his mind than that *Lewer* was bound by the express terms of the contract, it was unnecessary to refer to any cases. The trustee being bound to ask *Lewer* to pay the balance of the purchase money, his application to the judge of the County Court was a proper one, and therefore his order was that the order in the court below be discharged. Mr. *Lewer* to pay to the trustee the £67 6s. 4d. and the costs in the court below.

Wednesday, Nov. 18.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Re VON HAFEN, ex parte PASLEY.

Joint and separate estate—Right of joint creditor filing a separate petition to prove on the separate estate.

In this case Sir Thomas Pasley was a creditor of the firm of Von Hafen and Pasley. He presented separate petitions against the partners, and in the bankruptcy of Von Hafen sought to prove as a separate creditor. His claim was rejected by the trustee. From this decision Sir T. Pasley appealed.

De Gez, Q.C., and *Bagley* were counsel for the creditor;

Horace Davey (of the Equity Bar), and *F. Octavius Crump* (of the Common Law Bar), for the trustee.

De Gez, Q.C., reviewed the history of the rules with reference to proofs against joint and separate estates. One of the exceptions to the rule that a joint creditor could not prove against separate estate, was in favour of a petitioning creditor. This was fully established by *Ex parte Elton*, *Ex parte Hall*, *Ex parte Ackerman*, *Ex parte Burnett*, cited in 1 Griffiths and Holmes 657. These cases were previous to the Act of 1849, which, by its 140th section, said that a joint creditor might prove and vote in the choice of assignees under a separate adjudication, but should not receive any dividend out of the separate estate. This section was not repealed by the Act of 1861, and is re-enacted in the Act of 1869. But it was not the intention of the Legislature to override the old rule, and these sections must be taken to refer to joint creditors other than the petitioning creditor. He cited *Hawkins v. Gathercole* (De G. M. & G. 1); *The Liverpool Bank v. Turner* (2 De G. F. & J. 502; *Ex parte Bamed* (1 G. & J. 309); *Robson Bankruptcy* (second edit.), 610; 1 Griffiths & Holmes, 657.

THE REGISTRAR observed in the course of the argument that it was remarkable that there should have been no case on the subject since the passing of the Act of 1849. The section of that Act and the Act of 1861 used negative words. Subsequently, on its appearing that Sir T. Pasley had also presented a separate petition against Pasley the Registrar requested *De Gez* to consider the position of the matter.

The hearing was adjourned to Nov. 25.

LIVERPOOL COUNTY COURT.

Saturday, Nov. 14.

(Before J. F. COLLIER, Esq., Judge.)

COHEN v. HOLDEN.

Status of a bankrupt whose bankruptcy is unclosed—Right to property acquired during continuance of bankruptcy—Its liability to be seized by trustee until bankruptcy closed.

This was a case of considerable importance, and, somewhat singularly, is the first which has raised the question of the status of a bankrupt whose bankruptcy is unclosed and his right to property which he may acquire during the continuance of the bankruptcy. Under former bankruptcy statutes it was considered that all property acquired by a discharged bankrupt he was entitled to retain, but it appears such is not the case now, and that although he may be discharged, his property is liable to be seized by his trustee until the close of the bankruptcy. The present bankrupt was Mr. John Peakman, of Liverpool, metal merchant. His bankruptcy took place two or three years ago, and although there are no assets, the trustee, Mr. Bolland, had not closed the bankruptcy. The question was raised by an interpleader issue, and came before the court on the 4th inst.

Kennedy, instructed by *Nordon*, appearing for the claimant.

Lupton, instructed by *Goodman*, for the execution creditor, when judgment was reserved.

His HONOUR now said: This was an interpleader issue to determine the right to certain furniture taken in execution for a debt. *Holden*, the execution creditor, levied an execution on the household goods of the execution debtor at his house, at *Blundellsands*. The execution debtor was a bankrupt. The furniture in question had been purchased by him, according to his evidence, during the continuance of his bankruptcy, with money acquired in trade. Before he removed to the residence at which the execution was levied, he had given a bill of sale of it to *Cohen*, the claimant. The validity of this bill of sale was not disputed. According to the form in which interpleader issues are tried in the County Court, the claimant is the plaintiff and the execution creditor the defendant. The claimant has, therefore, to establish his title, and this I think the defendant can defeat by showing that the title is in some one else; for this the cases of *Green v. Rogers* (2 Car. & K. 148) and *Gadsden v. Barrow* (23 L. J. 134, Ex.) are sufficient authorities. The title defendant set up was that of the trustee under the bankruptcy of the execution debtor, and it remains to consider whether his title was a good one. By sect. 15, sub-sect. 3, of the Bankruptcy Act 1869, the property of the bankrupt divisible among his creditors (in the Act referred to as "the property of the bankrupt") comprises all such property as may belong to or be vested in the bankrupt at the commencement of the bankruptcy, or may be acquired by or devolve on him during its continuance. By sect. 17, when a trustee has been appointed, the property of the bankrupt forthwith passes to and vests in the trustee. By sect. 19, if the bankrupt shall fail to deliver up possession to the trustee of any part of his property which is divisible among his creditors, and which may for the time being be in his possession or under his control, he is guilty of contempt of court. A bankrupt may be allowed to carry on business, and no doubt in many cases it is for the interest of the creditors that he should do so. If he may carry on business, he may contract and buy and sell and possess goods; but I think the policy and intention of the present bankrupt law is that until the close of the bankruptcy all his dealings should be carried on for the benefit of his creditors. It appears to me that any property he acquires forthwith passes under the Act to the trustee, and that the bankrupt can only deal with it on the sufferance of his creditors. It can hardly be said that a bankrupt's purchase of furniture for his own use is for the benefit of his creditors; and in this case, as the trustee had no notice of his possession, it cannot be inferred that he possessed it by the sufferance of the trustee or the creditors. In my opinion the furniture passed, as soon as purchased, to the trustee, and the bankrupt had no permission, expressed or implied, to part with it. There was no laches by the trustee in asserting his right, for he had no notice of the purchase, and therefore the bankrupt had no power to transfer it, and the claim of *Cohen* must fail. My judgment will therefore be for the execution creditor with costs.

LEGAL NEWS.

THE LORD HIGH CHANCELLOR has ordered that the offices of the County Courts may be closed on the 26th and 28th Dec. next.

SIR WILLIAM VERNON HARCOURT, Q.C., has accepted a retainer, and will appear on behalf of Dr. Kenealey at the inquiry to be instituted by the benchers of his Inn on the 26th inst.

THE DIVORCE COURT.—The annual return made to the Secretary of State by the Registrar of the Divorce Court shows that in the year 1873 the court made as many as 215 "decrees absolute" for the dissolution of marriages. In 1872 the number was only 133; in 1871 it was 166; in 1870 it was 154; averaging 151 a year in those three years. The increased number in 1873 raises the average of the last four years to 167 a year. The Act creating this court came into operation in January 1858.

AT HAMMERSMITH, Mr. Jones, clerk of the Fulham Board of Works, attended in support of a number of summonses against owners of property in Ravenscourt Park-road for their apportioned expenses for the construction of a sewer and the paving of the street. Mr. Cross objected to the way in which the surveyor had made his estimate. Mr. Ingham referred to the words in the Metropolitan Local Management Act, and said that if the Board thought it just and expedient he had no power but to order the amounts to be paid. Mr. Cross said that was an anomaly in the law. Mr. Ingham told him that his remedy was to petition the Legislature to alter the law. Mr. Cross said he raised the objection for the purpose of having it reported in the press, to strengthen the hands

of those who were promoting the new Municipal Bill. Mr. Ingham made an order for the amounts to be paid. Similar orders were made in other cases.

PRACTICAL MEN ON THE NEW BUILDING SOCIETIES ACT.—The London *Mirror* reports numerous speeches on the probable operation of the Act made at a luncheon recently given by the promoters of the first society registered under it (37 & 38 Vict. c. 42), the chairman (Mr. F. Kent, C. C.), stated that the salient feature of the Act was that in future such societies would be recognised by their corporate seal, and there would be no necessity in future for trustees; but a society could enter into contracts under its seal as in the case of limited liability companies. Another thing—and for this they were indebted to their good friend Mr. Williams—building societies would have to send in their accounts yearly to the registrar. That had not previously been the case, and he spoke with authority when he said that heretofore building societies had been despotic in the hands of the few, and it was considered presumptuous to differ from them, and even still more presumptuous to ask for accounts. (Hear, hear.) As to the society they were now starting, one of its greatest features would be that instead of an audit once a year, as in the case of all good building societies, there would be a perpetual audit. (Hear, hear.) One fault of the system, as stated by Mr. Williams before the commissioners, was that their secretaries, however capable in other respects, knew nothing of figures, and in this respect they were like lawyers, not one of whom, out of twelve, was good at accounts. Mr. Williams had not only pointed out this real blot, but he had introduced to the commissioners his own system of accounts, and, on their recommendation, this form of accounts had been adopted in the Act.—Mr. McGeorge spoke with all deference, but he thought that the proposed extension of the period of repayment to twenty-five years, which was a long period in the life of man, required the most careful consideration, although no doubt it had already received it. There was another point on which he desired information—could they, under the new Act, re-borrow money on their deeds? The provisions of the Act were subjected to other useful criticism which want of space precludes our reproducing.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

HILARY EXAMINATION, 1875.

THE attention of students is requested to the following rules:

As an encouragement to students to study Jurisprudence and Roman Civil Law, twelve studentships of one hundred guineas each shall be established, and divided equally into two classes; the first class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in Jurisprudence and Roman Civil Law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

Any student admitted before 1st Jan. 1873, shall be entitled to compete for the studentships above mentioned; provided that at the time of his examination not more than eleven terms shall have elapsed since his admission.

No student admitted after the 31st Dec. 1872, shall receive from the council the certificate of fitness for call to the Bar required by the four Inns of Court, unless he shall have passed a satisfactory examination in the following subjects, viz., first, Roman Civil Law; secondly, the Law of Real and Personal Property; and thirdly, Common Law and Equity.

No student admitted after the 31st Dec. 1872, shall be examined for call to the Bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman Civil Law at any time after having kept four terms.

An examination will be held in January next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship or honours, or of obtaining a certificate of fitness for being called to the Bar, or of passing

the examination in Roman Civil Law, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the Inn of Court to which he belongs, on or before Monday, the 21st Dec. next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or honours, or of obtaining a certificate preliminary to a call to the Bar, or whether he is merely desirous of passing the examination in Roman Civil Law under the above-stated rule.

The examination will commence on Friday, the 1st day of January next, and will be continued on the Saturday, Monday, Tuesday and Wednesday following.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:

Friday and Saturday, 1st and 2nd Jan. at ten until one, and from two until five on each day, the examination of candidates for studentships in Jurisprudence and Roman Civil Law.

The examination of candidates for honours and pass certificates will take place as follows:

Monday morning, 4th Jan., at ten until one, on Constitutional Law and Legal History; in the afternoon, at two until five, on Equity.

Tuesday morning, 5th Jan., at ten until one, on Common Law; in the afternoon, at two until five, on the Law of Real and Personal Property.

Wednesday morning, 6th Jan., at ten until one, on Jurisprudence, Civil and International Law, Public and Private, and Roman Civil Law.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

Candidates for the studentships will be examined in all the following subjects:—

1. Institutes of Gaius and of Justinian.
2. The first book of the Institutes of Justinian (illustrated by corresponding portions of the digest).
3. History of Roman Law (Ortolan).
4. Principles of Jurisprudence, as developed by Bentham, Austin, and Maine.
5. Elements of International Law (Woolsey).
6. Elements of Private International Law (Story).

Candidates for honours will be examined in those numbered 1, 3, and 5; candidates for a pass certificate in the Institutes of Justinian (Sandars' edit.).

The examiner in Constitutional Law and Legal History will examine in the following books and subjects:—

1. Hallam's Middle Ages, chap. 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The Principal State Trials of the Stuart Period.
5. The concluding chapter of Blackstone on the Progress of the Laws of England.

Candidates for honours will be examined in all the above-mentioned books and subjects; candidates for a pass certificate only will be examined in No. 1 and No. 4 only, or in No. 2 and No. 3 only of the foregoing subjects, at their option.

The Examiner in Equity will examine in the following subjects:—

1. Trusts.
2. Injunctions.
3. Specific Performance.
4. Partnership.
5. Notice (Actual and Constructive).

Candidates for honours will be examined in the above-mentioned subjects, under heads 1, 3, 4, and 5. Candidates for a pass certificate only, in those under heads 1 and 2.

The Examiner in the Law of Real and Personal Property will examine in the following subjects:—

1. The Feudal Law, as adopted in England, and the Statutory Changes in it.
2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.
3. Mortmain; Perpetuity or Remoteness; Conditions; Easements; Notice, Election and Satisfaction.

Candidates for a pass certificate only will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The Examiners in Common Law will examine in the following subjects:—

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.

3. The Law of Crimes.

4. The Law of Procedure and Evidence.

Candidates for a pass certificate only will be examined on general and elementary principles of law; and from candidates for honours, the examiners will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

By order of the Council,

(Signed) B. SPENCER FOLLETT.

Chairman (for the day).

Council Chamber, Lincoln's Inn Hall,
7th Nov., 1874.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

SALARIES OF LAWYERS' CLERKS.—I read the letter from "A Managing Clerk" in your issue of the 10th ult., and observe the letter of "A Country Manager" in your paper of the 7th inst., the latter of whom is evidently admitted, and only looks upon the question of salaries paid to law clerks from his own point of view, and those of his set; if, however, the object of "A Country Manager" was to benefit the law clerks as a class, he is entitled to credit, and to our thanks. Perhaps "A Country Manager" will allow me to state that, in my opinion, the cause of the present low salaries paid to law clerks is not far to seek. The Profession is overstocked, and I cannot express myself better than in the words of a well-known author, who says: "How absurdly those parents act who have no fortune to give a son, by bringing him up to be an attorney's clerk, and thus force him to be content with an income more precarious, and not much more certain than that of a journeyman tailor," and it is to be regretted "that so many young men who could fill other situations with honour and respect are now rushing pell mell into the Profession without aim or object." The prospect is anything but cheering to those who may have embarked in such a profession; but it is fair to suppose that, at the time a young gentleman is articulated to a solicitor, either he or his parents, have other and higher ambitions or motives than for him to attain the unenviable and anything but lucrative position of "A Country Manager." I know a firm of solicitors who recently advertised for a managing clerk, they received no less than fifty replies to their advertisement, forty-eight of those replies being from admitted clerks (at merely nominal salaries), and only two from unarticled clerks, this must speak for itself and should open the eyes of "A Country Manager" and others who may aspire to a similar position. Experience must be their schoolmaster, but unfortunately, the admitted clerks not only injure themselves by asking such low salaries but also those clerks, such as myself, who may have entered a solicitors' office at an early age, whose province I maintain is "clerkship," and who are consequently entitled to consideration. Through perseverance and study for the last twenty years I have attained an honourable position as a clerk, and having the confidence of my employers, coupled with a pretty liberal salary, I have no cause to envy my admitted brethren, nor do I wish to trespass on their preserves. I may state that from my experience I conclude that when a solicitor engages a "managing" clerk he does not require one in name only, or as a mere ornament to the office, but expects to find such a clerk thoroughly experienced and well acquainted with the duties he may undertake, and the practical part of the business of a solicitor's office. It is, however, to be feared that this is scarcely attainable after only a five years' clerkship under articles; hence the reason why the preference is generally given by solicitors to

AN UNARTICLED MANAGER.

MANAGING CLERKS.—I am glad attention has been called through your columns to the present rate of remuneration and *locus standi* of managing clerks, but when one considers how much at the present time the supply, which increases every term, exceeds the demand, there is little hope that principals will give larger salaries when there are men glad to get clerkships at really little more than what a well-trained writing clerk can earn. But, sir, I come to another question. Is it unreasonable that men who have had the education of gentlemen, and in nine cases out of ten are on the same level in society as their principals, should expect to be treated as gentlemen, and not, as in many cases, as if they were merely useful pieces of office furniture? Hours 9 or 9.30 to 6, 6.30, and 7 o'clock, or even later if it suits the principal, are as much as most men can bear, but when to these are added an offensive and ungentlemanly behaviour on the part of the principals, it is

really difficult to imagine a more unsatisfactory and trying position than that of, I fear, too many of my brethren. It will hardly be credited that in some offices in Town, even in Lincoln's-inn, the slight luxury of a Saturday half holiday is denied the clerks, who, therefore, have to work long hours from Monday morning to Saturday night without a break, to the detriment of their health and the manifest encouragement of a spirit of discontent throughout the office. On behalf of gentlemen so situated, I would ask you to use your powerful pen in endeavouring to persuade those solicitors in whose offices Saturday is as other days, and oftentimes much more abundant, and who discuss these matters over their chops and sherry at the law club, that their interests would be better served by an alteration in this respect, and that by granting the now almost universal half holiday the cause of a great deal of dissatisfaction which now prevails would be removed. SERIOUS.

CURIOUS DECISION.—The decision of his Honour in *Baverstock v. Cor*, reported in last week's *LAW TIMES*, and commented upon under the above heading by a correspondent who signs himself "Lex," appears to me to be good law. The rule of the road is not, as your correspondent supposes, inflexible. Circumstances may arise where a deviation therefrom would not only be justified but absolutely necessary. In *Chaplin v. Hawes* (3 C. & P. 554), it is laid down that "though the rule of the road is not to be adhered to if by departing from it an injury can be avoided, and there is clear space enough to get out of the way; yet in cases where parties meet on a sudden and an injury results, the party on the wrong side is answerable, unless it clearly appear that the party on the right side had ample means and opportunity to prevent it." And see *Clay v. Wood* (5 Esp. 42), and *Oliphant on Horses*, &c., 2nd edit., p. 242. E. T. TYSON.

OFFICIOUS GOVERNMENT OFFICIALS.—A client of ours has received one of those "interesting documents" referred to in the 25th page of your issue of last week, sent from the office of the Comptroller of the Savings Bank Department. It is too bad that the Profession, paying so much to Government, should be encroached upon by clerks and officials in Government offices. We are obliged to you for bringing it before the notice of the Profession in your valuable journal, and write this to express our warm approval.

BURTON AND SON.

THE JUDICATURE ACT AND LAW EXAMINATION.—Can you inform me in the next issue of the *LAW TIMES*, whether it has been decided not to ask any questions on the Judicature Act during the examination in 1875; or how otherwise. I was informed by Mr. Williamson (the Law Society's secretary) about three weeks ago, that "the examiners had not decided the point;" so that I am wholly at a loss to know what to read in that particular branch of study affected by the Act. I am going up in April 1875.—S. W. [Our correspondent must pursue the usual course of study, including the provisions of the Act in question; due notice will no doubt be given by the examiners however, and we shall take care to make the earliest possible announcement on the subject.—ED. SOLS'. DEPT.]

DUTY ON BUILDING SOCIETY MORTGAGE.—Referring to the inquiries made by two of your correspondents, I regret to say I see no room for doubt of the fact that under the recent Building Societies' Act the exemption from stamp duty on mortgages is entirely abolished. The exemption was originally created by the 6 & 7 Will. 4, c. 32, s. 4, which extended to building societies the exemption of the Friendly Societies' Act (10 Geo. 4, c. 56, s. 37). The Act of 7 & 8 Will. 4, c. 32, is repealed, hence I take it there can be no doubt the exemption falls with it, and in the new Act mortgages are expressly excluded from the exemption contained in the 41st section of the Act. True the Stamp Act (33 & 34 Vict. c. 97) confirms the exemption contained in 6 & 7 Will. 4, and is not repealed; but it does not create the exemption, and only defines the terms of it. I should be very glad if any of your correspondents can show that I am wrong, as I am concerned for a building society that does a very large business, and already fear the inconvenience of having to get our deeds stamped.

AN IRISH SOLICITOR.

SOLICITOR ELECTED MAYOR—CORRECTION.—In your edition of last Saturday you place amongst the number of solicitors who were on the 9th inst. elected to the office of mayor the name of "W. H. Stewart, sen., Wakefield." Now instead of "sen." it ought to be "jun." and therefore, as corrected, it will read "W. H. Stewart, jun." Further than this I may state he is the youngest member in the Wakefield Town Council.—H. MOSELEY, solicitor, 42, New-street, Huddersfield.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits. N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

16. WILL—CONSTRUCTION.—In "Comyn's Exercises on Abstracts" it is in a probate copy will recited that Robert Limond gave and devised his farm, called Dairy Farm, to the use of his trustees therein named, their executors, and assigns, for ever upon trust for testator's son, Christopher Limond, and his assigns during his life. Remainder. In trust for the first and every son and sons of said Christopher Limond severally and successively one after another, and the heirs male of the body and bodies of such son and sons lawfully issuing. Remainder in trust for the right heirs of said Christopher Limond for ever. Christopher Limond, on the 23rd June 1864 (twenty years after), conveys in fee the said farm, called Dairy Farm, to Benjamin Goodwin, and in the assurance it is recited that Christopher Limond had no issue. I should feel much obliged to any correspondent who would answer me the following questions: 1. Are not the words "son and sons" in the said will mentioned, words of purchase? 2. How is it that Christopher Limond is enabled to make a valid conveyance in fee in the face of this limitation? 3. What is the necessity for reciting that Christopher Limond had no issue? 4. The trustees in the will mentioned did not join in the indenture of the 23rd June 1864. Would not their interest be consequently outstanding? LANCASTER.

17. ACKNOWLEDGMENT BY MARRIED WOMAN.—A leasehold estate is assigned to a man and his wife, "their executors, administrators, and assigns as tenants by entireties." Can the husband deal with the property without the consent of the wife in accordance with the rule that a husband has the sole disposing power of his wife's leaseholds by act *inter vivos*, or does the fact of the estate being assigned to them as "tenants by entireties" render necessary the concurrence and acknowledgment under the Act of William of the wife, as would undoubtedly be the case with freeholds. Does a tenancy by entireties strictly apply to leaseholds at all? POMPEY.

18. NATIONAL SCHOOLS.—A clergyman of the Church of England has dismissed three children from the national schools in his parish for wearing earrings, stating, as his reason, that their use is forbidden by one of the written rules of the schools; but he refuses to allow such rules to be seen. Is he not bound to post up the rules in the schools, or permit their inspection? What are his powers to dismiss children, or to make or enforce rules? Have not the pupils' parents any, and, if so, what redress? The schools referred to have received Government grants, and are subject to Government inspection. J. K.

19. REVERSION—MORTGAGE.—A. agrees to lend B. a certain sum upon mortgage of a reversionary interest of the latter in real and personal property, and A. has incurred considerable costs in investigating B.'s title. B. subsequently declines to proceed with the matter as not then requiring the money. Can any correspondent inform me whether A. has any equitable charge on the reversion in respect of the costs incurred by him; or is his only remedy against B. by action at law in the event of the latter declining to pay the costs? F. R. H.

20. NOTICE TO QUIT.—A. B. and C. (married women) become entitled as co-heiresses to a freehold house under the intestacy of their father. A. becomes a widow, and afterward marries D., the tenant of the house. D. leaves the house and relets it himself. How are B. and C. to proceed to give the new tenant notice to quit or raise the rent? Will a notice signed by them and their husbands be valid and binding upon the new tenant? If not, what other steps can B. and C. take to give a proper notice to quit or raise the rent. H. DICKSON.

21. RAILWAY UNPUNCTUALITY.—Will some one refer me to any cases, other than those mentioned below, on the subject of the liability of railway companies for the unpunctuality of trains? If reference could be given to *The Law Times* or *LAW TIMES REPORTS*, it would facilitate the perusal of the cases. I have at present *Turner v. The G. W. R. Co.*; *Clough v. The Lancashire and Yorkshire R. Co.*; *Russell v. The G. W. R. Co.*; *Cooper v. The L. & N. W. R. Co.* SENEX.

22. ARTICLED CLERK—ASSIGNMENT.—E. is articulated to Y., who is in partnership with C.; when about a year and a half of E.'s term of clerkship is over, Y. dies; E. continues to attend and to work at the office under the surviving partner C., to whom, at the end of a month, he is assigned. Will the time that elapsed from the death of Y. to the assignment of E. to C. be reckoned in the computation of the five years required by 6 & 7 Vict. c. 73? In *Ex parte P. J. Wallis* (31 L. J., N. S. 176, Q. B.), a case rather similar to this, the articulated clerk's deceased principal had no partner under whom the articulated clerk could continue to serve. Are Y.'s executors the right persons to assign, and can they assign till Y.'s will be proved? A SUBSCRIBER.

23. DOWER.—A. was married in 1832, and on the death of his mother shortly afterwards, he became entitled to certain freehold property as devisee under her will. A.'s wife is still alive, and is clearly entitled to dower. Upon the death of A.'s wife, can her representatives make any claim for any arrears of dower, and if so, for what period? B. W.

24. STAMPS ON ARTICLES OF CLERKSHIP.—Can any of your readers inform me whether, under sect. 43 of 33 & 34 Vict. c. 97, articles of clerkship can be stamped

within six months of date and execution, without payment of a penalty, as I am informed that in a recent case a solicitor having been misled by this section, delayed stamping articles till after the date and execution; and, though he memorialised the commissioners they declined to stamp without the penalty of £10. It thus appears in articles of clerkship that even the customary two months grace for deeds is not allowed to intervene without penalty. A. READER.

25. TRUSTEES—POWER OF TRUSTEES TO REDUCE INTEREST ON TRUST FUND.—Can any of your correspondents give me an opinion as to whether a trustee is or is not justifiable in reducing interest on the trust fund, say in case of a bond at 5 per cent. to 4 per cent., without special authority in the trust instrument so to do? My own idea would be that if the circumstances of the case would justify a reasonable man doing so in his own concerns, so would in similar circumstances a trustee be justified. A reference to cases decided or other authorities would oblige. LEX.

26. RIGHT TO DISTRAIN.—A. is adjudicated a bankrupt, and the trustee in bankruptcy takes possession of his goods. Would they be considered to be in *custodia legis*, and the landlord of A. be thereby debarred from distraining upon them for rent? Or could the landlord distrain upon them by virtue of 32 & 33 Vict. c. 71, s. 34, notwithstanding the rule that things in the custody of the law cannot be taken in distress? and what is the usual mode of proceeding in such a case? TYNO.

[The landlord has his right to distrain for a year's rent.—ED.]

27. DEVISE.—Does the following devise of trust and mortgage estate carry the fee? or is it limited simply to estates *pur autre vie*, thereby rendering it necessary to make an heir-at-law a party to the conveyance? "I devise an estate which at my death shall be vested in me for an estate *pur autre vie*, which would devolve on my heirs, upon any trusts or by way of mortgage, and of which I shall at my death have power to dispose by will unto my trustees A. B., C. D., and E. F., and their heirs upon the trusts, and subject to the equities of redemption, which at my death shall be subsisting and capable of taking effect therein respectively. B. W.

Answers.

(Q. 113.) **VENDORS AND PURCHASERS ACT.**—I unaccountably overlooked sect. 6 of this Act. I do not think a conveyance by an administratrix under the Act can be regarded as the exercise of a power, for a power acts only on the use, and the word used ("convey") is inappropriate to designate the exercise of a power, but must refer to some kind of estate. I should rather be inclined—premising that the administratrix has an equitable estate in the land, subject to the equity of redemption (for the heir is to this extent a trustee for the personal representative of the mortgagor)—to regard it as a conveyance of the administratrix's equitable estate, upon which it is the intention of the statute that the legal estate shall vest in the mortgagor by virtue of the statute, in which case no acknowledgment will be necessary; or else to consider that at the moment of reconveyance and not before, the equitable estate, which exists only against the heir, is, as between her and the mortgagor, supplanted by the bare legal estate divested from the heir by the statute and vested in her, and in this case she can dispense with acknowledgment under sect. 6. I am inclined to think the latter the right view, because all that the mortgagor wants to restore him to his former position is the bare legal estate: (Byth. Prec. 5, 349, 498.) J. M.

(Q. 7.) **DEED—ACKNOWLEDGMENT.**—As the interest of the married women which will pass by the deed, is equitable and for their separate use, I do not think there is any need for acknowledgment: (*Taylor v. Meads*, L. C. 13 W. R. 394; 11 Jur. N. S. 169; *Wms. Real Pr.*, 218.) B. A.

(Q. 11.) **SALE OF COPYHOLD.**—The lord cannot compel B. to be admitted on A.'s surrender (except by special custom); but A. continues tenant on the Rolls, and if he dies his heir must be admitted and pay a fine, or the lord may seize *quousque*. B., however, cannot surrender to C. until he has been admitted, and if the lord should happen to admit C. instead of B., on A.'s surrender, the admittance would be void and B. might afterwards be admitted. There must be no variance either in the person or estate, between the admittance and surrender. "Copyhold" had better consult the steward of the manor, and not attempt by sharp practice to deprive the lord of his fine. B. A. M.

—Under the proposed surrender, B. will gain nothing. The lord will not admit C., until B. has been admitted and has surrendered to C.'s use. If the lord will accept a surrender from A. to such uses as B. shall appoint, and in default of appointment to the use of B., his heirs and assigns, B. may at any subsequent time appoint the copyholds to a purchaser, and the lord will be bound to admit the purchaser without the previous admittance of B. But there is no obligation on the lord to accept such a surrender: (*Plack v. The Master &c. of Downing College C. P.*, 17 Jur. 697; 13 C. B. 945; *Rees v. The Lord of the Manor of Omdale 1 Ad. & E. 283*; *Wms. Real Pr.* 371). I am unable to suggest any other means of avoiding the fine. J. M.

LAW SOCIETIES.

HULL LAW STUDENTS' SOCIETY.

A MEETING of this society was held in the Hull Law Library, on Tuesday, the 10th inst., W. F. Glover, Esq., in the chair. There was an average attendance of members. The subject for discussion was Sir Wilfrid Lawson's Permissive Bill.

Mr. Winter (who was supported by Mr. Daly) contended that it was desirable that the Bill should become law; whilst Messrs. Babington,

McBride, and Lambert held to the contrary. After some remarks from Messrs. Taylor and Moore the Chairman summed up, and put the question to the meeting, when it was found that the opponents of the Bill had a majority of 1. The usual vote of thanks to the Chairman concluded the business of the meeting.

PORTSMOUTH LAW STUDENTS' SOCIETY.

FRIDAY evening last week, Mr. Thomas Cousins, the president of the above society, delivered his inaugural address to the members in the Masonic Hall, Highbury-street, Portsmouth. The address was to have been delivered in the previous week, but, owing to the indisposition of Mr. Cousins, it was unavoidably postponed (and on that occasion the chair was taken by Mr. R. W. Ford, the Vice-President, who delivered an interesting address to the students). He, however, apologised for the delay, and then thanked the members for having elected him as president. It was very unexpected, but none the less appreciated by him, and he should discharge the duties with a very great deal of pleasure. He congratulated them on having formed such a society, as he believed it was a step which was very necessary to be taken in this locality, and, if carried out in a proper manner, would prove very beneficial. Great changes had taken place in the Profession during the last half century. When he served his time, there were about half a dozen articulated clerks in the town, but now they had about twenty. They formed themselves into a society, but from various causes it fell through, but he had had the pleasure of presenting their secretary (Mr. Bramson) with the seal of it, which, curiously enough, was stamped with "The Portsmouth Law Students' Society," the name which they had chosen to adopt. He referred to the examinations, which as students in law they had to pass, and said that they were very necessary and useful, as they tended to raise the standard of the Profession. He gave them some good advice as to how to proceed in their studies, and strongly recommended them to endeavour to secure some of the prizes which were offered by the Incorporated Law Society. With regard to law lectures he did not place much value on them, although they, no doubt, imparted an occasional hint. The spending of the last year of their articles in London was very useful if they pursued their studies while there. He recommended them to attend the Judges' Chambers, and before the chief clerks in Chancery. He also strongly advised them not to leave their reading until the last year of their articles. The study of legal history, the constitutional law of the Romans, civil law and ecclesiastical law, were also recommended to their study. Those who intended to cultivate the practice of an advocate should study maritime and naval law. Medical jurisprudence should also be a portion of their studies. He recommended them to pursue a methodical course of reading, and not wander from one book to another. With regard to public speaking, he thought it absolutely necessary for a solicitor in the present day. The solicitor who could speak well and fluently, and in a convincing manner, would gain great ascendancy over a solicitor who was not in a position to perform that important duty. He thought a society like this eminently calculated to give that confidence which was necessary for young gentlemen when admitted into their profession. If this society were properly carried out many friendships would be formed amongst themselves, and those already formed could not fail to be very much cemented. He also recommended them to study the law of evidence. He would sooner read Taylor's Law on Evidence than many of the novels of the present day, as it was a very entertaining book. A law library was much needed, as it was most lamentable that in a large town like this they had to depend mostly on text books. He hoped the day was not far distant when a law library would be established in the borough. The learned gentleman concluded by drawing the attention of those present to various matters connected with the profession, on which he gave them excellent advice.

On the motion of Mr. Dummer, seconded by Mr. Sims, a vote of thanks was accorded to Mr. Cousins for his address.

The Chairman briefly replied to the compliment, and commended them for having selected such a gentleman as Mr. Serjeant Cox as the Honorary President of the society.

SHEFFIELD LAW STUDENTS' SOCIETY.

At a meeting of this society, held on Tuesday evening last at 21, Church-street, the question under discussion was, "Is a husband entitled to curtesy out of lands settled to the separate use of his wife?" Mr. S. B. Auty occupied the chair. Mr. Henry Ashington opened the debate in the affirmative, and was supported by Mr. Henry

Auty. Mr. Frederick Stone and Mr. F. W. F. Brown conducted the negative. Several other gentlemen took part in the proceedings, and the subject was, after an animated discussion, decided in the affirmative by a majority of one.

LEGAL PRACTITIONERS' SOCIETY.

THE following is the report of the Parliamentary Committee to be read at the meeting to be held yesterday (Friday):—

The committee appointed to consider whether any and (if any) what steps should be taken "for the amendment of the law relating to legal practitioners" beg to report that they held several meetings for that purpose in January and February last. At their first meeting your committee, after a full discussion, unanimously resolved: "That the existing law is insufficient for the effectual protection of the legal profession against the encroachments of unqualified persons, and recommends that further legislation be initiated without delay."

A bill, founded on this resolution, was draughted by your committee, and was introduced into the House of Commons by the Honorary Treasurer of the society (Mr. W. T. Charley, M.P.) and Mr. Charles E. Lewis, M.P., on the earliest available day, the 20th March last. On the 23rd March a Bill to amend the Law relating to attorneys and solicitors was introduced into the House of Lords by Lord Chelmsford, on behalf of the then vice-president (and now president) of the Incorporated Law Society. The object of this Bill was, first to obviate the hardships imposed on articulated clerks by the decision in *Ex parte Greville* (29 L. T. Rep. N. S. 542; 22 W. R. 160); and, secondly, to empower the Incorporated Law Society, as Registrar of Attorneys and Solicitors, to intervene, where an application is made by a third party to strike an attorney or solicitor off the rolls. This Bill was read a second time, without opposition, in the House of Lords on the 27th March, was considered in committee and reported on the 30th March, and was read a third time and sent down to the House of Commons on the 14th April.

A letter, signed by your honorary secretary (Mr. Charles Ford), appeared in the *Times* of the 6th April, urging that the Attorneys' and Solicitors' Bill and the Legal Practitioners' Bill might, with advantage, be comprised in one statute. Your committee felt it their duty to support the suggestion of your honorary secretary, and accordingly Mr. Charley, in his place in Parliament, gave public notice that, on the motion for the second reading of the Attorneys' and Solicitors' Bill, he would move that it be referred to a select committee; but, subsequently, finding that this notice was unacceptable to the promoters of that Bill, he withdrew it, and replaced it by a notice that, on the motion for the second reading of the Attorneys' and Solicitors' Bill, he would move that it be read a second time that day six months. This notice was not conceived in a hostile spirit to the Attorneys' and Solicitors' Bill, but was given with a view to postponing the second reading of that Bill until after the second reading of the Legal Practitioners' Bill, so that the two Bills might be considered *pari passu*. Mr. Lopes, Q.C., M.P., who had charge of the Attorneys' and Solicitors' Bill, used every effort to obtain, but was unsuccessful in obtaining a hearing for it, and ultimately, being obliged to leave town to go on circuit, abandoned it. On the 8th July, Mr. Charley moved the second reading of the Legal Practitioners' Bill, and after an animated discussion, the society's Bill was unanimously read a second time. The debate is very fully reported in *Hansard*, vol. 220, pp. 1271-1281. On the same day Mr. Charley withdrew his opposition to the Attorneys and Solicitors Bill, and on the following day—9th July—himself moved the second reading of that Bill, which was carried *nem. con.* On the 11th July Mr. Charley received a courteous communication from the Vice-President of the Incorporated Law Society, agreeing to the amalgamation of the two Bills. In committee on the Attorneys' and Solicitors' Bill the portion of the Legal Practitioners' Bill which the law officers of the Crown had, on the second reading of the latter, accepted, was introduced into the former, and now forms sect. 12 of the Attorneys' and Solicitors' Act 1874. Mr. Charley carried the Legal Practitioners' Bill through its remaining stages, leaving out in committee that part of it to which the law officers of the Crown had objected. Mr. Marten, Q.C., M.P., carried the Attorneys' and Solicitors' Bill through its remaining stages in the Lower House. On the 20th July the Legal Practitioners' Bill, as amended, was read a third time and passed. It was sent up to the House of Lords and read a first time in that House on the following day, the day on which the Attorneys' and Solicitors' Bill, as amended, was read a third time in the House of Commons. Every precaution was thus taken to insure the portion of the Legal Practitioners' Bill which had been accepted by the law officers of the Crown

passing into law, for it was sent up to the House of Lords in two Bills.

Your committee regret that, while agreeing to accept the second reading of the Legal Practitioners' Bill, Her Majesty's Solicitor-General (Mr. Holker) declined to accept the principle of the 3rd clause of that Bill, imposing a small but easily recoverable penalty on unqualified persons drawing instruments, the preparation of which by such persons was already forbidden, in express terms, by the Stamp Act 1870 (33 & 34 Vict. c. 97, s. 60).

Your committee feel it their duty to direct special attention to the following passage in the Solicitor-General's speech:—

"When they came to the definition of the word 'instrument,' they found it meant every document relating to real or personal estate, or to any proceedings in law or equity; but it did not include wills and testamentary documents, or powers of attorney. Under that provision, the contingency would arise that, perhaps, the very best persons qualified for any particular work might find themselves highly penalised: for example, an accountant who drew up a document for a man on the eve of bankruptcy, with reference to his bankruptcy, would be liable to a penalty of £10. Why that should be he could not understand, as it was more the business of an accountant than of an attorney, and he was more qualified than an attorney to transact it. Again, an auctioneer who prepared a document with regard to a sale of property would be subject to the same penalty, and would not be able to recover the remuneration for his work. He thought it would be most dangerous to sanction any provision leading to these results."

Your committee feel that the society will unite with them in strongly protesting against the principles enunciated in the foregoing observations of the Solicitor-General; and desire to express their satisfaction that the council of the Incorporated Law Society have emphatically condemned these principles. Mr. C. E. Lewis, in his reply to the Solicitor-General, pointed out that "The 3rd clause only embodied a principle that was contained in earlier statutes, and which was substantially now the law of the land, as the 68th section of the 33 & 34 Vict. c. 97, showed."

Your committee have observed with satisfaction that the new enactment which they framed and succeeded in passing has already been put in force in the city of Manchester. The following report of the first case under the new enactment is taken from the *LAW TIMES* for Oct. 17, for which it was specially reported.

[Here follows the report.]

Your committee rejoice to know that, in the opinion of the Committee of the Manchester Incorporated Law Association, the most important of the Provincial Law Societies, the 37 & 38 Vict. c. 68, s. 12, the principal clause of the Legal Practitioners' Bill is a valuable working measure.

Your committee regret to have to record the death of one of their most active members, Mr. Henry Webster, solicitor, who took a leading part in framing the society's bill.

Your committee cannot conclude their report without expressing their conviction that further legislation "for the amendment of the law relating to legal practitioners" is needed, in the interests of the public as well as of both branches of the Profession.

Signed on behalf of the Parliamentary Committee,
J. SEYMOUR SALAMAN,
Chairman of the Committee.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, 18th Nov. 1874, Mr. F. J. Baker in the chair. (Mr. Wingfield opened the subject for the evening's debate, viz.: "Is a condition defeating a gift to a man on his second marriage good?") The motion was carried by a majority of one.

The subject for next week's discussion is, "That the power given to the judges of dispensing with the preliminary examination should be taken away." To be supported by Messrs. W. Girling and Kisbey. To be opposed by Messrs. Davies and Collyer, B.A.

LEGAL OBITUARY.

NOTE.—This department of the *LAW TIMES* is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the Law Times Office any dates and materials required for a biographical notice.

J. W. ROTH, ESQ.

THE late John Wilcoxon Roth, Esq., barrister-at-law, of 44, Camden-square, Camden Town, who died on the 19th ult., at Teignmouth, Devonshire, after a short illness, was born about the year 1834. He was called to the Bar by the Honourable

Society of the Middle Temple in Trinity Term 1858, and practised as an equity draftsman and conveyancer at his chambers in New-square, Lincoln's Inn. Mr. Rooth married a Miss Smith, of Jersey, by whom he has left a family of two or three children.

THE HON. W. K. POMEROY.

THE late Hon. William Knox Pomeroy, barrister-at-law, who died somewhat suddenly on Sunday, the 1st inst., in the sixty-second year of his age, was the youngest son of John, fourth Viscount Harbington, and uncle of the present peer; his mother was Esther, eldest daughter of the late James Spencer, Esq., and he was born in the year 1813. He was educated at Trinity College, Dublin, where he took his bachelor's degree in 1834, and was incorporated in 1840 at Magdalen Hall, Oxford. He was called to the Bar by the Honourable Society of the Middle Temple in Trinity Term 1844. According to Lodge's Peerage, Mr. Pomeroy has lived and died unmarried.

G. G. ELGER, ESQ.

THE late George Gwyn Elger, Esq., barrister-at-law, who died on the 31st ult., at his residence, Bricklampton Hall, Pershore, Worcestershire, in the forty-fifth year of his age, was the only son of John Elger, Esq., of Kemp Town, Brighton; his mother was Catherine, daughter of George Inskip, Esq., of Caldecot, Bedfordshire, and he was born in the year 1830. He was educated at Trinity College, Oxford, where he graduated B.A. in 1852, and proceeded M.A. in 1853; and he was called to the Bar by the Honourable Society of Lincoln's Inn in Hilary Term 1856. Mr. Elger, who was a magistrate for the county of Worcester, married in 1852 Miss Elizabeth Haydon, daughter of Thomas Haydon, Esq., of Guildford, Surrey, by whom he has left a family.

SIR J. ROWE, C.B.

THE late Sir Joshua Rowe, C.B., of Torpoint House, near Devonport, Cornwall, formerly Chief Justice of the Island of Jamaica, who died on the 30th ult., at his residence in Queen Anne-street, Cavendish-square, in the seventy-eighth year of his age, was the son of the late Joshua Rowe, Esq., of Torpoint House, Cornwall, and was born in the year 1797. He entered as a student of the Inner Temple in 1818, was called to the Bar by the Honourable Society of the Inner Temple in 1824, and in 1832, shortly after the rebellion of the slaves, he was appointed Chief Justice of Jamaica, and Chief Judge of the Supreme Court of Judicature of that island, on which occasion he received the honour of knighthood. In 1835 he was appointed judge of the Vice-Admiralty Court; he was also a member of the Legislative Council in Jamaica. Sir Joshua retired from the Bench on a well-earned pension in 1856. He married in 1823, Frances Ann, daughter of James Bate, Esq., of St. Leonard's, near Exeter.

PROMOTIONS AND APPOINTMENTS.

MR. H. P. WICKS, of Cockermouth, solicitor, has been appointed by the Lord Chancellor a Commissioner to administer oaths in Chancery, in England.

MR. T. G. REID, 2nd class clerk, Solicitor and Controller General's Department, has been promoted to be 1st class clerk; Mr. J. C. Paterson, 3rd class clerk, Solicitor and Controller General's Department, to be 2nd class clerk; Mr. G. Millar, 3rd class clerk, Solicitor and Controller General's Department, to be 2nd class clerk; Mr. T. C. Addis, 4th class clerk, Solicitor and Controller General's Department, to be 3rd class clerk; Mr. W. Andrews, 4th class clerk, Solicitor and Controller General's Department, to be 3rd class clerk; Mr. R. Poorch, Joint Magistrate and Deputy Collector, Rungpore, has been appointed to act as Magistrate and Collector of Noakhelly during the absence on leave of Mr. L. B. B. King; Mr. G. H. Atkinson, Assistant Magistrate and Collector, Bograh, has been transferred to Outback; Mr. J. J. Livesay, acting Joint Magistrate and Deputy Collector, 1st grade, Maladah, to Burneah; Mr. A. T. Maclean to be District and Sessions Judge of the 24 Pergunnahs; Mr. W. Macpherson, on furlough, to be District and Sessions Judge of Bunglepore; Mr. T. Walton to be Additional Judge and Additional Sessions Judge of Dacca, Backergunge, Chittagong, and Tipperah, with headquarters at Furreedpore, continuing to act as District and Sessions Judge of Dacca; Mr. C. F. Manson, Extra Assistant Commissioner, to be Assistant Settlement Officer for the Sonthal Pergunnahs; Mr. P. Whalley, officiating Joint Magistrate and Deputy Collector, to officiate as Magistrate and Collector of Moradabad during the absence on leave of Mr. R. H. Clifford.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 6.

WHITE, GEORGE, and FRANKLIN, JOHN VEAHEY, attorneys and solicitors, Epsom, and Tunfield-st, Temple. Nov. 3

Gazette, Nov. 10.

VANDERBOM, LAW, HARDY, and ASTON, attorneys and solicitors, Bush-la (Henry) Shepherd Law, John Charles Hardy, and Frederick Tucker Aston. Nov. 2

Bankrupts.

Gazette, Nov. 13.

To surrender at the Bankrupts' Court, Basinghall-street.

BENNETT, THOMAS HAROLD, and BENNETT, FREDERICK, merchants, St. George's-rd, Southwark; Exmouth-st, Clerkenwell; and Edgware-rd. Pet. Nov. 9. Reg. Spring-Rice. Sur. Nov. 26

To surrender in the Country.

MARTIN, WILLIAM HAIGH, woolstapler, Bradford. Pet. Nov. 10. Reg. Robinson. Sur. Nov. 24

MAUNDER, WILLIAM DALL, silversmith, Tiverton. Pet. Nov. 10. Reg. Nov. 13. Reg. Roche. Sur. Nov. 3

THURBON, RICHARD, and THURBON, MATTHEW HENRY, merchants, South Shields. Pet. Nov. 10. Reg. Mortimer. Sur. Nov. 24

Gazette, Nov. 17.

To surrender at the Bankrupts' Court, Basinghall-street.

CLEGHORN, JOSEPH JOHN, licensed victualler, Carnaby-st, Golden-sq. Pet. Nov. 14. Reg. Hazlitt. Sur. Nov. 27

FITCH, HENRY ALFRED, wholesale sugar dealer, Little Tower-st. Pet. Nov. 13. Reg. Roche. Sur. Nov. 3

HART, DAVID, and WHITE, GEORGE, wine merchants, George-st, Tower-hill. Pet. Nov. 4. Reg. Roche. Sur. Dec. 3

OSWALD, HARRIET LOUISA, widow, Burlington-rd, Bayswater. Pet. Nov. 13. Reg. Roche. Sur. Dec. 3

SPRY, JAMES, corn merchant, Union-rd, Rotherhithe. Pet. Nov. 12. Reg. Hazlitt. Sur. Dec. 3

To surrender in the Country.

ASHTON, GEORGE, and EVANS, WILLIAM, provision merchants, Liverpool. Pet. Nov. 14. Reg. Watson. Sur. Nov. 30

CAVE, GEORGE, builder, Tunbridge. Pet. Nov. 12. Reg. Cripps. Sur. Nov. 23

JACKSON, GEORGE, grocer, Sunderland. Pet. Nov. 11. Reg. Ellis. Sur. Nov. 23

LOCKYER, HENRY, saddler, Westerham. Pet. Nov. 13. Reg. Cripps. Sur. Nov. 23

MALCOLM, ALEXANDER, forwarding agent, Kingston-upon-Hull. Pet. Nov. 12. Reg. Phillips. Sur. Nov. 23

MINTON, JOHN, postmaster, Mortlake. Pet. Nov. 10. Reg. Wilmoughby. Sur. Dec. 4

PLANT, THOMAS, earthenware dealer, Neath. Pet. Nov. 14. Reg. Morgan. Sur. Dec. 1

BANKRUPTCIES ANNULLED.

Gazette, Nov. 6.

HODGES, JAMES CLIFFORD, gentleman, Marlborough-rd, St. John's-wood, and Mitre-st. July 23, 1874

ROBINSON, RAWDON BRIGGS, surgeon, Dulverton. June 15, 1874

Gazette, Nov. 10.

HAINSWORTH, JOSEPH FISHER, manufacturer, Ossett. July 23, 1874

Gazette, Nov. 13.

FAWCETT, THOMAS, Upper Brixton-rise, Brixton. Aug. 19, 1874

HARRIS, WILLIAM, innkeeper, Blockley. Aug. 11, 1874

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 13.

ALLMAN, SAMUEL, boot and shoe maker, Middlesborough. Pet. Nov. 6. Nov. 26, at one, at office of Sol. Dobson, Middlesborough

ARNOLD, RICHARD, builder, Summer-rd, Peckham. Pet. Nov. 4. Nov. 23, at three, at office of Sol. Terry, King-st, Chesham

BARNES, EDWARD HENRY, wine merchant, Tewkesbury. Pet. Nov. 10. Nov. 27, at eleven, at office of Sol. Moore and Romney, Tewkesbury

BARRY, WILLIAM BARNETT, draper, Leeds. Pet. Nov. 6. Dec. 1, at three, at office of Sol. Craven, Leeds

BEND, ANDREW, and BELL, JOHN, contractors, Bury. Pet. Nov. 9. Nov. 26, at three, at office of Sol. Anderson, Bury

BLACKLOCK, DAVID, draper, Middlesborough. Pet. Nov. 10. Nov. 23, at twelve, at the Queen's hotel, Wellington-st, Leeds. Sol. Dobson, Middlesborough

BOWEN, RICHARD, victualler, Shrewsbury. Pet. Nov. 11. Nov. 23, at eleven, at the George hotel, Market-st, Shrewsbury

BROWN, HENRY, out of business, Wanless-rd, Camberwell. Pet. Nov. 4. Nov. 23, at three, at office of Sol. Butten and Co., Hendon-garden

BROWN, JOHN ELLIS, cashier, Liverpool. Pet. Nov. 9. Nov. 26, at one, at office of Sol. Quetch, Liverpool

BROWN, RICHARD, linen draper, Halifax. Pet. Nov. 9. Nov. 27, at eleven, at the Home Trade Association rooms, York-st, Manchester

BRUNDLE, THOMAS, tailor, Wrentham. Pet. Nov. 10. Nov. 27, at eleven, at office of Sol. Watts, Ipswich

BURKE, JOHN LANCELOT CASWELL, coach builder, Southgate. Pet. Nov. 10. Nov. 26, at two, at 39, Chancery-la. Sol. Creators

BURGOYNE, JOHN, victualler, Leominster. Pet. Nov. 11. Nov. 26, at two, at the Greyhound inn. Sol. Andrews, Leominster

CHAPMAN, JOSEPH, commercial traveller, Stanhope-st, Hampstead-rd. Pet. Nov. 7. Nov. 24, at a quarter-past ten, at office of John Rowland, 123, Globe-rd, Mile-end. Sol. Hicks, Annis-rd, South Hackney

CLARKSON, WILLIAM ALFRED, cabinet maker, Hedsford. Pet. Nov. 6. Nov. 21, at eleven, at office of Sol. Barrow, Wolverhampton

COLLIER, JOHN HENRY, commission agent, Wolverhampton and Wednesbury. Pet. Nov. 11. Nov. 23, at one, at office of Sol. Bill, Walsall

COOKMAN, THOMAS, lodging-house keeper, Torrington-sq. Pet. Oct. 30. Nov. 19, at three, at office of Sol. Lind, Seric-st, Lincoln's-inn-fields

CORDERY, ARTHUR, plumber, Watford. Pet. Nov. 7. Dec. 7, at three, at 9, King Edward-st, Newport-st. Sol. Miles

COZENS, BENJAMIN, clothier, Liverpool and Waverley. Pet. Nov. 11. Dec. 2, at two, at office of Sol. Crozier, Liverpool

COX, JAMES, dealer, Handsworth. Pet. Nov. 5. Nov. 21, at twelve, at office of Sol. Fallows, Birmingham

COX, THOMAS, hatter, Leicester. Pet. Nov. 10. Nov. 23, at twelve, at office of Sol. Fowler, 24, 1, a quarter-past ten, Leicester

CRAWFORD, HENRY, nail maker, Bideford, near Broomsgrove. Pet. Nov. 5. Nov. 26, at eleven, at office of Sol. Eaden, Birmingham

CUNDICK, ALBERT WILLIAM, mason, Warminster. Pet. Nov. 9. Nov. 23, at one, at office of Sol. Chapman and Ponting, Warminster

DAY, JAMES HENRY, hatter, Birmingham, Dowdall, and Merthyr Tydfil. Pet. Nov. 10. Nov. 24, at three, at office of Sol. Parry, Birmingham

DREDGE, JOSEPH, upholsterer, Prospect-hill. Pet. Nov. 10. Nov. 23, at twelve, at the Guildhall office-house, Gresham-st

EVANS, JOHN, bookbinder, Machynlleth. Pet. Nov. 10. Nov. 26, at twelve, at office of Sol. Jones, Aberystwyth

EVANS, JOHN, shoemaker, Warwick. Pet. Nov. 3. Nov. 19, at twelve, at the Globe hotel, Warwick. Sol. Sanderson, Warwick

FOWLER, JOHN, plumber, Thame. Pet. Nov. 21. Nov. 27, at one, at office of Sol. Bewick, Bedford-row

FREEMAN, EDWARD, farmer, Liverpool All Saints. Pet. Nov. 9. Dec. 4, at three, at the Gledhill, Bury St. Edmunds. Sol. Messrs. Salmon, Bury St. Edmunds

FURLEY, FELIX, draper, High-st, Notting-hill. Pet. Nov. 7. Nov. 21, at twelve, at office of Ludbury, Colliion, and Ninoy, 16, Chesapeake-st, Lincoln's-inn-fields

GOODCHILD, JAMES, ironmonger, Baldock. Pet. Nov. 11. Nov. 30, at one, at office of W. Sharp, accountant, 62, Cornhill. Sol. Halse, Trustram, and Co., Chesham

GREENWOOD, JAMES, doctor of medicine, Canonbury-sq, Islington. Pet. Nov. 9. Nov. 23, at ten, at office of Sol. Nicholls, Lincoln's-inn-fields

HAMILTON, AUGUSTUS MATTIAND RONALD, Lieutenant in the royal navy, Portsmouth. Pet. Nov. 9. Nov. 23, at four, at office of Sol. King, Portsea

HAZLEDER, CHARLES, eating-house keeper, Bath. Pet. Nov. 10. Nov. 23, at eleven, at office of Sol. Wilton, Bath

HODGSON, THOMAS STEPHENSON, bookseller, Dewsbury. Pet. Nov. 10. Nov. 23, at eleven, at office of Sol. Walker

HOOPER, THOMAS, earthenware dealer, Birmingham. Pet. Nov. 10. Nov. 23, at three, at office of Sol. Pery, Birmingham

HOWARD, HARRISON, innkeeper, Collyweston. Pet. Nov. 11. Dec. 1, at twelve, at office of Sol. Stapleton, Stamford

HOWLETT, ALFRED, baker, Greenwich-rd. Pet. Nov. 5. Nov. 24, at three, at office of Sol. Messrs. Scott, Gracechurch-st

HUGHES, BENJAMIN STONEMASON, Hailton. Pet. Nov. 6. Nov. 23, at three, at office of Sol. Ashton and Garratt, Runcorn

HUNTER, THOMAS EDWARDS, tailor, Sheffield. Pet. Nov. 7. Nov. 23, at three, at office of Sol. Crang, Sheffield

JONES, HUGH, farmer, Ballt, in Llandisilio. Pet. Nov. 9. Nov. 23, at two, at the Victoria hotel, Menai-bridge. Sol. Jones, Menai-bridge

JONES, WILLIAM, sen., and JONES, WILLIAM, jun., carpenters, Blackney, in Ayr. Pet. Nov. 23, at twelve, at the Victoria hotel, Newcastle

KERSHAW, JAMES FREDERICK, dentist, Quick View, Saddleworth. Pet. Nov. 10. Nov. 23, at three, at office of Sol. Buckley and Clegg, Oldham

LALAW, WILLIAM, draper, Leeds. Pet. Nov. 7. Nov. 23, at eleven, at office of Sol. Rooke and Midgley, Leeds

LATTER, THOMAS PHILIP, LATTER, GEORGE JAMES, and LATTER, LOUIS ADOLPHUS, upholsterers, Portsmouth. Pet. Nov. 6. Nov. 23, at half-past one, at the Chamber of Commerce, 145, Cheap-side, Sol. Ford, Portsmouth

LOWTHER, JAMES, wine merchant, Bristol. Pet. Nov. 10. Nov. 23, at two, at offices of Denning, Smith, and Co., accountants, Shannon-ct, Corn-st, Bristol. Sol. Fussell, Prichard, and Swann, Bristol

MADG, MICHAEL PALMER, plumber, Clifton, in Bristol. Pet. Nov. 11. Nov. 21, at one, at office of Sol. Essey, Bristol

MAWREY, ALFRED, sewing machinist, Edgware-rd. Pet. Nov. 9. Nov. 23, at three, at office of Sol. Davis, Moorgate-st

MCARTHUR, GEORGE RICHARD, ship broker, Barrow-in-Furness. Pet. Nov. 11. Nov. 27, at eleven, at the Ship Inn, Barrow-in-Furness. Sol. Bradshaw and Pearson, Barrow-in-Furness

MELLOWES, THOMAS, currier, Mayorhold, in Northampton. Pet. Nov. 9. Nov. 23, at twelve, at office of R. Howes, Abington-st, Northampton. Sol. Percival, Towcester

NICHOLSON, JAMES, farmer, Beckenham. Pet. Nov. 4. Dec. 1, at three, at office of Sol. Jenkins, Tavistock-st, Covent-gdn

NUNN, VERRELL, beerhouse keeper, Tyrrill Arms, Nunhead-lane, 145, Cheap-side, Sol. Simmonds and Clark, Bath

ORD, ROBERT, and PURVIS, JAMES, tailors, Berwick-on-Tweed. Pet. Nov. 11. Nov. 23, at half-past two, at the Red Lion hotel, Berwick-on-Tweed. Sol. Douglas, Berwick

OSBORN, THOMAS, baker, Olney. Pet. Nov. 9. Nov. 23, at three, at office of Sol. Bull, Olney

OWENS, FRANCIS FIRTH, tailor, Cwmwrla. Pet. Nov. 10. Nov. 23, at three, at office of Sol. Woodward, Swansea

PARRY, JOHN, builder, Liverpool. Pet. Nov. 11. Nov. 30, at three, at office of Gibson and Board, 110, South John-st, Liverpool. Sol. Stephenson, Liverpool

PICKENS, SAMUEL, painter, Hulme. Pet. Nov. 9. Nov. 23, at three, at office of Sol. Heywood, Manchester

REVIS, JOHN CHARLES, farmer, Sheffield. Pet. Nov. 9. Nov. 23, at one, at the White Hart hotel, Sheffield. Sol. Conquest, Bedford

RICHARDSON, WILLIAM, grocer, Middlesborough. Pet. Nov. 10. Nov. 21, at one, at office of Sol. Dobson, Middlesborough

ROBERTS, ROBERT, and OLIVER, THOMAS WILLIAM, drapers, Oswestry. Pet. Nov. 5. Nov. 23, at two, at office of the Home Trade Association, 8, York-st, Manchester. Sol. Donhe, Oswestry

ROBINSON, GEORGE, shoemaker, Harthorpe. Pet. Nov. 6. Nov. 21, at half-past three, at the Lamb inn, Ashby-de-la-Zouch. Sol. Smith, Swadlowate

SANDERS, HENRY FREDERICK, tailor, High-st, Stoke Newington. Pet. Nov. 9. Nov. 21, at twelve, at office of P. W. Morphet, bankruptcy accountant, 35, Moorgate-st. Sol. Earle, 5, Charles-sq, Hoxton

SAYERS, WILLIAM, needle maker, Great, near Birmingham. Pet. Oct. 22. Nov. 20, at three, at office of Sol. Simmons, Redditch

SMITH, WILLIAM, JUN., commission agent, Nottingham. Pet. Nov. 7. Nov. 27, at eleven, at office of Sol. Black, Nottingham

SNOW, BENJAMIN, farmer, Great Waltham. Pet. Nov. 11. Nov. 27, at one, at the White Hart inn, Chelmsford

SOPER, JAMES, steward in the royal navy, Landport. Pet. Nov. 11. Nov. 23, at eleven, at office of J. Wainscot, 9, Union-st, Portsea. Sol. Walker, Landport

SYLVESTER, WILLIAM THOMAS MAINTWAIN, rector of Castleford. Pet. Nov. 9. Nov. 24, at eleven, at the Bull hotel, Wakefield. Sol. Carter, Pontefract

THOMAS, JAMES, innkeeper, Llanfyll. Pet. Nov. 5. Nov. 23, at three, at the Cross Inn hotel, Cross Inn, par. Llanddeble. Sol. Bishop, Llandilo

THOMPSON, JAMES, turf dealer, Speel Bank, near Haverthwaite. Pet. Nov. 9. Nov. 24, at two, at the Temperance hall, Ulverston. Sol. Pock, Ulverston

TUNE, WILLIAM, innkeeper, Misterton. Pet. Nov. 9. Nov. 23, at eleven, at office of Sol. Bladen, Gainsborough

WARD, WILLIAM, commission agent, Danby. Pet. Nov. 11. Dec. 2, at one, at office of Messrs. Monkhouse, Goddard, and Miller, accountants, Nicholas buildings, Newcastle. Sol. Thornton, Whitby

WEBB, ROBERT, farmer, Crowborough. Pet. Nov. 9. Nov. 23, at one, at office of Sol. Savery, Hastings

WELL, WILLIAM, proceeder, Worcester. Pet. Nov. 11. Nov. 23, at three, at office of Sol. Tree, Worcester

WHALLEY, MARGARET, widow, draper, Sneyton. Pet. Nov. 9. Nov. 23, at twelve, at office of Sol. Acton, Nottingham

WRIGHT, JOHN, and WRIGHT, HENRY, timber merchants, Old-st, Shoreham, and Pownd-rd, Dulston. Pet. Nov. 11. Nov. 23, at eleven, at office of Sol. Blake and Snow, College-hill, Cannon-st

WRIGHT, WILLIAM, general Manchester warehouseman, Leeds. Pet. Nov. 7. Nov. 24, at three, at office of Sol. Messrs. North, Leeds

YOUNG, ALFRED, late glass manufacturer, Leeds. Pet. Nov. 9. Nov. 23, at two, at office of Sol. Harle, Leeds

Gazette, Nov. 17.

ANGELL, JAMES WALTER, tailor, Bath. Pet. Nov. 13. Nov. 30, at twelve, at office of Sol. Ricketts, Bath

ARMISTHONG, JOHN, tailor, Manchester. Pet. Nov. 12. Dec. 1, at three, at office of Sol. Smith and Boyer, Manchester

BAGGS, WILLIAM, blacksmith, Frogfield-green, in par. of Frogfield. Pet. Nov. 14. Dec. 2, at two, at office of Sol. Harvey and Addison, Petersfield

BACSWAYE, JOSEPH, steel manufacturer, Sheffield. Pet. Nov. 13. Nov. 27, at eleven, at the Albert Music Hall, Barker's-pool, Sheffield. Sol. Wake

BARBER, WILLIAM, sen., saddler, Sheffield. Pet. Nov. 13. Nov. 30, at eleven, at the County Court Office, Biggleswade. Sol. Barber and Baynes, Biggleswade

BARKER, JOSEPH, yeast dealer, Birkenhead. Pet. Nov. 11. Nov. 27, at two, at office of Sol. Downham, Birkenhead

BARROW, JOHN, provision dealer, Cuddell, Chardon, Kent. Pet. Nov. 12. Nov. 30, at three, at office of Sol. Hood, Cheltenham

BENNETT, JOHN, chemist, Cheltenham. Pet. Nov. 11. Dec. 1, at eleven, at office of Sol. Cheshire, Cheltenham

BEST, THOMAS WALSH, brush manufacturer, Bolton. Pet. Nov. 13. Dec. 1, at three, at the Falstaff hotel, Market-pl, Bolton

BLAND, GEORGE, worsted spinner, Baldon Bridge Mill, near Shipley. Pet. Nov. 13. Nov. 23, at ten, at offices of Sol. Wood and Killick, Bradford

BOOTH, GEORGE EDMUND, builder, Oldham. Pet. Nov. 13. Nov. 30, at three, at offices of Sol. Murray and Wrigley, Oldham

BOOTH, WALTER, corn merchant, Victoria-rd, Surbiton. Pet. Nov. 13. Nov. 30, at two, at the Southampton Hotel, Surbiton. Sol. Southworth

BRADSHAW, CHARLES WRIGHT, saddler, Saddleworth. Pet. Nov. 12. Dec. 2, at half-past three, at the Hare and Hounds inn, Upper Mill, near Greenfield, Saddleworth. Sol. Toy and Broadbent

(Three doors west of Chancery-lane.)

To Readers and Correspondents.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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the merits." Two of these decisions are in conflict with the third, and also with a decision of the English Court of Queen's Bench. The Irish Judges would do well to follow the example recently set them by the English Bench, and consult when they find the courts in conflict, so as to bring about uniformity of practice.

AN important announcement was made on Tuesday last, in the Probate and Divorce Court, by the JUDGE ORDINARY, to which practitioners in that court will do well to pay good heed. It is known to all of them that the learned judge does not sit in court on Monday, but spends that day in studying the papers for the numerous motions which are made in court on the day following. The result of his Lordship's Monday labours has hitherto been the discovery of a number of sins of omission and commission in the preparation of the various materials on which the Tuesday motions are based. The practice of the court has hitherto been to grant the prayer of each motion subject to the omissions or other mistakes pointed out being subsequently rectified. The effect of this leniency, said his Lordship, has been that carelessness in the preparation of these materials has increased, and great trouble has, in consequence, been given at the registry. For the future, his Lordship expressed his determination to exact a strict compliance with the provisions of the Act of Parliament, and the rules regulating the procedure of the court, and to postpone in every case the making of the order prayed for till the requirements of the statute and rules had been strictly observed.

CASES are occasionally brought before the courts which make one wonder, from their extreme simplicity as to the question of moral right and wrong, how they could have been made the subject of litigation. The case of *Rhys v. Dare Valley Railway Company* is an instance in point. It is the more astonishing that it should have been thought necessary to obtain a judicial decision on a question which was sufficiently obvious, because the amount involved is not very great. The company gave notice to Messrs. RHYS and RICHARD for the purchase of certain lands in August, 1864. There was great difficulty in ascertaining the amount of compensation payable, and long litigation ensued, owing to the umpire's coming to no decision. The owners at length obtained the verdict of a jury, assessing the compensation at £2000. The only question was as to the date from which interest was payable. The plaintiffs claimed from 1868, when the company took possession. The defendants contended that no interest could be claimed from an earlier period than the verdict of the jury. Vice-Chancellor BACON most properly decided in favour of the plaintiffs, and stigmatised the contention of the defendants as "not consistent with common sense, honesty, or justice." The defendants tried every means in their power to postpone a settlement; and then they coolly propose to pay no rent or compensation for a considerable period during which they enjoyed possession, as if the purchase money were not due from the date of their entry on the land. The period of occupation between 1868 and the award of the jury is not stated. Supposing that period to have been four or five years the vendors, on the company's assumption, would lose four or five years' rent, and the real purchase money to them would have been the present worth of £2000, payable four or five years hence.

THE decision of Vice-Chancellor MALINS in the case of *Coles v. Pilkington*, made on the 9th inst., seems to require an explanation, such as can scarcely be gathered from the short report in the Weekly Notes. The facts are briefly as follows: In 1848, SARAH COLES purchased a leasehold interest in a house in Upper Baker-street. She lived there a short time, but afterwards allowed her half-sister, ANN HEATH, to occupy the house rent free. ANN HEATH died in 1861. At that time the plaintiff, a cousin of SARAH COLES, was residing as servant with ANN HEATH, but on the latter's death, she proposed to begin business as milliner in partnership with a friend. According to her own statement she abandoned this intention at SARAH COLES' request, and instead, agreed to occupy the house on payment of rates and taxes and ground rent only, and indeed occupied the house on these terms till SARAH COLES' death in 1871. The plaintiff contended that SARAH COLES verbally agreed to give her the house for her life on those terms, in consideration of her giving up the intended business. SARAH COLES died in March 1871, and by her will gave all her property to the defendant, who allowed the plaintiff to remain without paying any rent till 31st Oct. 1873, when he commenced an action of ejectment, which action the present bill was filed to restrain. The defendant by his answer stated that the real agreement was for the plaintiff to pay £2 a week for the house. The VICE-CHANCELLOR held that he must, from the circumstances, accept the plaintiff's view of the agreement, and that the abandoning of the business and entering into possession was a part performance which excluded the Statute of Frauds. It does not appear how the plaintiff's desisting from carrying on a particular business was a valuable consideration, in return for which she was to occupy a house rent free. SARAH COLES does not seem to have derived any benefit from the plaintiff's not entering into business.

The Law and the Lawyers.

THE Irish courts are indulging in a conflict of judicial opinion which is simply absurd, and illustrates most forcibly the essential importance of a single High Court sitting in divisions instead of several and distinct courts sitting separately, and considering themselves at liberty to differ from one another to any extent. On the 9th inst. the Irish Court of Queen's Bench decided that: "In consequence of the Judgments Extension Act 1868, a plaintiff resident in England will not be required, by this court, to give security for costs, unless special circumstances be shown to induce the court, in its discretion, to order otherwise." On the 6th the Court of Exchequer had decided that: "A defendant, notwithstanding the passing of the Judgments Extension Act 1868, is entitled to obtain an order to stay proceedings in an action brought by a plaintiff living in England, until security for costs has been given, where a satisfactory affidavit is made that the defendant has a defence upon the merits." And the Court of Exchequer, on the 7th, also determined "that a defendant, notwithstanding the passing of the Judgments Extension Act 1868, is entitled to obtain an order to stay proceedings in an action brought by a plaintiff resident in Wales, until security for costs has been given where a satisfactory affidavit is made, disclosing that the defendant has a defence upon

The whole transaction appears to have been voluntary, and any reference to part performance is consequently irrelevant. The permission to the plaintiff to occupy the premises rent free seems to have been a free gift, made on the grounds of friendship and relationship, to obviate the necessity of the plaintiff's beginning business. Such a permission is surely in its nature revocable; and in case of its revocation there would have been no reason why the plaintiff should not have begun business. Can it be contended that Miss COLES had no right before her death to eject the plaintiff? If she had such a right, it must have become vested in the defendant, to whom she left all her property. It is possible that the fuller report in the Law Reports may disclose important circumstances omitted in the Weekly Notes.

THERE are settled principles of bankruptcy law which it is decidedly dangerous to violate, or even to engraft exceptions upon in particular cases, though the facts of those particular cases appear to justify it. One of the most venerable of these principles is that a partner cannot prove against the estate of his co-partner until all the joint debts are paid. The reason of this rule is well put in *Ex parte Collinge, re Holdsworth* (9 L. T. Rep. N. S. 309). The second paragraph of the head-note there is: "The rule . . . is not framed for the benefit of the joint creditors solely, the ground of it being that a man is not to be allowed to do that whereby he may come into competition with his own joint creditors." The facts of that case were that two partners had dissolved partnership. The terms were that A. should hand over to B. his share of the joint assets, B. entering into a bond to pay A. a sum of money. B. became bankrupt, but A. was not allowed to prove for his debt against B.'s estate, although A., since B.'s bankruptcy, had handed over all his estate to trustees for the benefit of creditors, and it appeared that the proof would, by the events which had happened, enure to the benefit of the joint estate. This case was held to govern one which was decided in contravention of the rule by the Chief Judge in Bankruptcy, and whom, therefore, the Lord Justices overruled: (*Ex parte Gordon, re Dixon*.) There the claim to prove was by the executors of a deceased partner, whose share of the business had been agreed before his decease to be paid by instalments. It was, however, left in the business, but no bond was given for the amount, nor had any instalments been paid. Proof against the estate of a partner, under a separate liquidation petition, was expunged by the Judge of the Carlisle County Court, but restored by the Chief Judge. Lord Justice JAMES said it would really be unsettling the law to affirm the judgment of the Chief Judge.

THE very highest authorities have long differed as to whether the words "cause of action" in the 18th section of the Common Law Procedure Act 1852 meant whole cause of action or a substantial part of the cause of action, such as "the act on the part of the defendant which gives the plaintiff his cause of complaint," the Court of Queen's Bench, as in *Allhusen v. Margarejo* (18 L. T. Rep. N. S. 323; L. Rep. 3 Q. B. 340) and *Cherry v. Thompson* (L. Rep. 7 Q. B. 573; 26 L. T. Rep. N. S. 791) holding the former, the Court of Common Pleas, in *Jackson v. Spittall* (L. Rep. 5 C. P. 542; 22 L. T. Rep. N. S. 792), holding the latter, and the Court of Exchequer, in *Durham v. Spence* (L. Rep. 6 Ex. 46; 23 L. T. Rep. N. S. 500) being equally divided on the point. "The weight of authority," said Blackburn, J. in delivering the carefully considered judgment of the Court of Queen's Bench in *Cherry v. Thompson*, "may be considered nearly equal." The section, it will be remembered, authorises the court or a Judge upon being satisfied by affidavit that there is "a cause of action which arose within the jurisdiction, or in respect of the breach of a contract made within the jurisdiction," to allow the plaintiff in an action against a British subject residing without the jurisdiction "to proceed in such a manner as to the court or Judge shall seem fit." In the Common Pleas case of *Vaughan v. Weldon*, in which, the long vacation intervening, judgment had been deferred for about nine months, it has been recently announced that the Judges of all the courts have determined to follow the view of the Court of Common Pleas as expressed in the case of *Jackson v. Spittall* (*ubi sup.*), it being understood that the Court of Queen's Bench yield for the sake of order, and not from conviction. The whole series of cases in the three courts may be found carefully reviewed in Day's Common Law Procedure Act, 4th edit., p. 47, the learned editor strongly supporting the view of the Court of Common Pleas. It appears that even in the case of *Allhusen v. Margarejo* itself, WILLES, J., after the Court of Queen's Bench had set aside the writ of that court, issued between the parties for the same cause of action made an order empowering the plaintiff to proceed in the Common Pleas. "I make this order," observed the learned Judge, "according to the practice followed since the Act passed, and according to the construction of the Act, which I have reason to believe was intended." (See LAW TIMES, vol. lxvii., p. 142.) It is, we think, very remarkable that the conflicting courts did not much sooner arrive at a settlement, considering that there is no mode of raising the question in a

court of error, and that each court had so plainly announced the intention to adhere to its own opinion. It is twenty-two years since the Common Law Procedure Act passed; the first judicial doubts appear to have arisen about ten years ago, and two courts have been in diametrical collision upon the point for more than three years. It may be remarked that the new Rules of Court effectually provide for the carrying out of the law as enunciated in *Jackson v. Spittall*. See Order X., Rule 1, where it is laid down that "service out of the jurisdiction may be allowed . . . wherever the contract which is sought to be enforced or rescinded . . . was made or entered into within the jurisdiction, and whenever there has been a breach within the jurisdiction of any contract wherever made. . . ."

It really is not at all surprising that non-professional people should from time to time feel very much aghast at the apparent (and sometimes real) disparity in the punishment of criminals. Many persons indeed are, with much justice, inclined to the belief that the law is more careful of protecting the property than the person of individuals. Last week witnessed the trial of an offender at Warwick, and also that of two offenders at the Guildhall in the City of London. The prisoner who figured in the Warwick Police Court, one THOMAS DUTTON, was charged with having committed a sudden and most unprovoked attack on another man, named PARKER, who was resting himself in the same inn. This attack, more worthy of a wild beast, than of a Christian man, consisted in laying hold of the forefinger of PARKER, getting it into his mouth, and gnawing it like a dog for upwards of two minutes, or rather until forced to leave hold through the interposition of a third party. The evidence went to show that the flesh on the forefinger was torn away to the very bone, the nail split asunder, and that the high probability remained of the entire loss of the first joint. The Warwick Bench of Magistrates, moved by what considerations or by what reasoning we are quite unable to say, sentenced the prisoner to one month's imprisonment, with hard labour. It moreover appeared to have been by no means his first offence, since he had on a former occasion bitten a man's finger entirely off. But the two prisoners charged, on the same or next day, at the Guildhall, had committed very different offences. LOWE and SHERLOCK, maybe not unmoved by more aristocratic assemblies at Baden-Baden and at Homburg, were taken in the act of gambling with a roulette table in the public streets on the preceding Sunday. The case being proved, they were each, in strict accordance with law, sentenced to a term of imprisonment and hard labour, threefold the duration and length of that which in the judgment of the Warwick Bench was sufficient to meet the case of THOMAS DUTTON. The disparity of the punishment in these two cases, and the much greater disparity of the crime, cannot fail to attract attention, and not unnaturally must suggest a belief, among the lower classes, that a mayhem is regarded by the law of England with a much more complacent eye than gambling, even on a Sunday. We do not hesitate, on the facts before us, to express our conviction that the Warwick Bench failed in every respect to do its duty. A serious bodily hurt, such as the disabling of a forefinger, whereby a man becomes less able to protect himself, is certainly a mayhem: (Staunf. P. C. lib. 1, c. 40.) A mayhem is a high misdemeanour, and punishable at common law by fine and imprisonment at the discretion of the court. Moreover, the 24 & 25 Vict. c. 100, s. 18, declares that whosoever shall, unlawfully and maliciously, by any means whatsoever, cause any grievous bodily harm to any person, with intent to maim, disfigure, or disable any person, shall be guilty of felony. The punishment is penal servitude for life, or for not less than five years, with the usual alternative of an imprisonment. There can be no doubt but that the words, "by any means whatsoever cause any grievous bodily harm, &c.," are sufficient to comprise a case of mutilation within the statute (compare with it 7 Will. 4 & 1 Vict. c. 85, ss. 2, 4, and *Re v. Stevens*, M. & M. C. C. R. 409). Then the sect. 46 of the same statute enacts that in case the justices in petty sessions find an assault to have been accompanied by any attempt to commit a felony, or shall consider the same from any other circumstance to be a fit subject for a prosecution by indictment, they shall abstain from any adjudication thereon. Moreover, the summary jurisdiction of magistrates in cases of assault is confined to common assaults and to assaults in the nature of common assaults, and does not apply to an assault accompanied by any circumstances which make it a distinct offence recognised by law, that is something more than a mere assault, such as an assault with intent to commit a felony: (*Re Thompson*, 6 H. & N. 192.) The case should certainly have been remitted for trial, where the prisoner would have met with adequate punishment. Indeed, very serious doubts have been entertained by the Judges whether a summary conviction by justices, under such circumstances as the one before us, is even valid; and in the reported case, above quoted, the equal division of the Judges on this latter point alone prevented a rule to discharge the prisoner from being made absolute. It is not the letter of the law, but its faulty administration by the Warwick Bench, which has caused the apparent disparity and gross anomaly.

THE LORD CHANCELLOR AND DR. KENEALY.

DR. KENEALY has received a communication from the LORD CHANCELLOR concerning the *Englishman* newspaper, which his Lordship refers to as a paper "professing to be edited by you under your style as one of Her Majesty's Counsel." Lord CAIRNS informs Dr. KENEALY that he finds in this publication a series of libellous attacks on Her Majesty's Judges and private individuals, and also a succession of systematic charges of bias, venality, and corruption against the persons connected, whether as judges, jury, counsel, or otherwise in a recent prosecution of *Reg. v. Castro*, all tending and apparently intended to lower the dignity of the Bench, and to degrade and discredit the administration of justice." Having pointed out the impossibility of anyone in the position of a Queen's Counsel being allowed to indulge in attacks and charges of this description, Lord CAIRNS asks Dr. KENEALY to inform him whether the statement that Dr. KENEALY is the editor of the *Englishman* be correct. Dr. KENEALY's reply opens with the statement that he is prostrated by illness and nervous exhaustion, and then proceeds to dispute the right of the LORD CHANCELLOR to make the inquiry at all. "If the paper called the *Englishman*," he says, "has wronged any man, let the fact be proved; but until it is proved your Lordship will do well as a judge not to decide hastily, and not to assume anything against it, or its supposed editor—myself." The latter observation is in reply to the LORD CHANCELLOR's intimation that if Dr. KENEALY does not repudiate the editorship "he will assume that the published notice" of Dr. KENEALY's name as editor is correct. In effect, Dr. KENEALY refuses to give an answer to Lord CAIRNS's inquiry. "At present," he says, "I simply take my stand upon this broad ground, that your Lordship is acting judicially against me, without evidence, and I need go no further." "I dispute any authority in your Lordship to ask me any question which affects my private rights as a citizen and an English gentleman." At this stage we do not think we need make any comment upon this correspondence.

THE REPORT OF THE LEGAL DEPARTMENTS COMMISSION.

THIS report, which has just been published, and which we are reproducing in another column, is in many respects a very important document. The prevailing idea has obviously been to curtail and reduce our legal establishments, and we will, therefore, first notice some of the reductions proposed to be made.

It is suggested that a central masters' department for the common law divisions of the High Court of Justice should be formed which should furnish all the clerks and officials necessary for the due administration of justice in town or on circuit; the fourth class of clerks in the existing masters' offices to be abolished, and non-established writers to be substituted; and that "associates" should become assistant masters, with the powers and duties of masters, and a salary of £1200. Further, that the contingency of circuit overlapping the Nisi Prius sittings in London being provided for, the associates, thus united with the central office staff, or such other of the officers on that staff as may be arranged by the masters, should form part of the circuit staff; that no clerks of assize should be appointed in future, the duty of clerk of assize being discharged by an officer supplied from the central masters' department, such officer to discharge also the duties of clerk of arraigns or of indictments, and other officers required on circuit to be supplied from the same source; that only one master and one master's clerk should attend the court in banco; that as vacancies occur, masterships, to the number of four, should not be filled up without proof of necessity and special approval. It is further proposed that the Queen's Coroner and Attorney should not attend as master except on days when the Crown paper is taken, the plea side master making notes for him on other days; that the title of Queen's Coroner should be retained, and that of Master of the Queen's Bench added to it, with the pay of a master. That the office staff of the Crown Office should become part of the staff of the central department; that the office and title of Queen's Remembrancer should be abolished on the next vacancy, the duties to be discharged in the master's department; that the distinctive offices of registry of judgments, and registry of married women's acknowledgments, should be merged in the central masters' department, and the registrarships be abolished at the first fitting opportunity; that the senior usher in each court should do the duty of tipstaff, having £50 a year added to his pay for that purpose, the Queen's Bench, nevertheless, to retain one tipstaff.

Finally, on this branch of the question, it is recommended that a committee, to be nominated by the Lord Chancellor and other presidents of divisions, in consultation with the Treasury, should be appointed, six months after the Judicature Act shall have come into operation, to consider and report what should be the exact numbers and salaries of officers and clerks in the Central Masters' Department.

Next, as to the Lord Chancellor's officers, &c., it is suggested

that the salary of principal secretary need not exceed £1000; and it is recommended that the post of secretary of commissions should be abolished on a vacancy, and a clerk at £200 a year be appointed on the staff of the principal secretary for commission business.

Some recommendations of a minor character as to ushers are made, and the commission proposes the immediate abolition of the offices of clerk of the patents, messenger or pursuivant of the Great Seal, clerk of the petty bag, Attorney-General's patent bill office, and the transfer of bulk of the duties to the clerk of the Crown, any remaining writ or enrolment business of the petty bag to be transferred to the writ and enrolment offices in Chancery.

The commissioners recommend the abolition of the office of solicitor to the High Court of Chancery. Upon this subject the following observations are made: "This officer is in private practice. He receives £600 a year as salary, and £400 more for expenses, and pays his own clerks. His functions are to protect the Suitors' Fund, and to administer, under the direction of the court, so much of it as now comes under the spending power of the court. He acts for parties in pauper suits, when so directed by the Judge, and for those who have, through ignorance or forgetfulness, been guilty of contempt of court by not answering process. Every quarter he visits Holloway Prison to see and report upon any prisoners of the Court of Chancery, and he takes up immediately any case requiring assistance. He assists the Assistant Paymaster-General in preparing the Chancery estimates for Parliament, and he acts generally as a solicitor in all cases in which the several Courts of Chancery require such services. However useful the services of this officer may have been in former times, it appears to us that the necessity for the office has now, in a great measure, passed away. When all salaries and expenses of the court were paid from the Suitors' Fee Fund, it was perhaps a legal necessity that there should be an order filed in proper form for every payment, and the duties of this officer largely consisted in the preparation of such orders. Now, however, that all such payments are voted by Parliament, we question if these orders have not become superfluous."

Proceeding to the Chancery departments, we find it recommended that two of the clerks of records and writs, and the clerk of enrolments, should be abolished; that two lower grades in the Record and Writ and Enrolment Offices should be filled by writers; that arrangements should, however, be made for constructing a writ, process, judgment, and general record office, common to the High Court and Court of Appeal, under one head, with a deputy. As regards the Registrars' Office, whilst no collective opinion is offered, the following suggestions are submitted as worthy of consideration: (a) The employment of a sworn shorthand writer in court to take down judgments. (b) The drawing of orders by the winning solicitors. (c) Whether more orders might not be drawn at chambers, and the present practice in respect of decrees for winding-up companies be made generally applicable to all matters disposed of in chambers. It is suggested that the salaries of Chancery registrars need not exceed those of corresponding officers in other divisions; that the staff of assistant clerks might be much reduced by concentration of offices. It is remarked that the work of the Chancery pay office seems to admit of simplification by reducing length of titles of accounts, and by this means the number of clerks might possibly be reduced; and that no addition to the staff should be allowed without considering this point. That established clerks in the pay office might to some extent be replaced by writers, and the salaries of the principal clerks might be reduced to £650 or £700 per annum. As regards taxation of costs, it is suggested that the delay now complained of might be remedied if chief clerks had power to tax costs of proceedings originated and completed in chambers. The salaries of taxing masters, it is said, need not exceed £1500 per annum; and their assistant clerks might be reduced in numbers, and should be paid only £150, rising by £10 per annum, after five years' service, to £250 per annum.

Dealing with the Lunacy departments the Commissioners say that two junior clerks need not be attached to the masters in lunacy. The circuit clerks might probably do their work; but, if not, one junior clerk for both masters would be quite sufficient; the work now done by the chief clerk and two junior clerks in the examination of accounts might be done by two clerks at the most. The same may be said of the work now done by the clerk of securities, his assistant clerk, and the clerk of the papers. The mileage allowance to the masters should be stopped, and only their actual travelling expenses reimbursed. In the office of visitors of lunatics, it is said, there appears no necessity for a secretary, and there are more established clerks than the work will justify. The chief clerk to the visitors might do the duties of the secretary, or the office might be combined with that of chief clerk to the masters. The place of the fourth clerk might be supplied by a writer. It is also recommended that the visitors' mileage allowance should be abolished, and only their actual outlay repaid. That the office of registrar in lunacy should not continue on its present footing. His duties might be done by a secretary for lunacy business to the Lord Chancellor, at a salary than £1000 a-year. His staff of clerks also a

reduction. Attention is recalled to the recommendations of the select committee of the House of Commons on lunatics in 1860: first, that increased jurisdiction should be given to the masters, and their position assimilated to that of chief clerks in Chancery, giving power of oral communication with the Lord Chancellor or the Lords Justices, whereby the work of their office and of that of the registrar in lunacy would be reduced; and, secondly, that the visiting of Chancery lunatics should be undertaken by the Commissioners in Lunacy.

We shall in this article only further refer to the London Court of Bankruptcy. As regards the senior registrar's department, attention is drawn to the large list of compensated clerks said to be desirous of re-employment. It is observed that the registrars' salaries were not increased in 1869, when judicial duties were given them, and are less than those of Common Law masters, although their work is not inferior in kind. And it is recommended that the salaries and classification of the clerks should be on a uniform scale throughout the Bankruptcy departments. The above remarks as to employment of clerks on the compensation list, and uniformity of classification are said to apply equally to the office of registrar for arrangement proceedings and of appeals. As regards the office of official assignee, its work, it is urged, might be wound up quicker if it were kept open for six hours a day. Care should also be taken not to fill any vacancy without special approval. The duties of the provisional assignee and receiver in insolvency, and of the examiner and solicitor to the late Court for Insolvent Debtors, might, the Commissioners think, so long as they last, be distributed between the official assignee and the official solicitor to the London Court of Bankruptcy. For this additional duty, the official solicitor might receive an extra £300 per annum, which should diminish and cease with such duty.

THE VENDOR AND PURCHASER ACT 1874.

HOWEVER inactive the past session may have been in a purely political sense, it has certainly been far from barren in enactments which affect the general character of our jurisprudence. The law of real property has in particular undergone many important modifications. We have had a Married Women's Property Act, a Powers Amendment Act; the Statutes of Limitations have been altered, or rather in effect repealed, and we now have an "Act to Amend the Law of Vendor and Purchaser, and further to simplify Title to Land." The latter statute, which is one of truly commendable conciseness and brevity, may be described as being simply of a revolutionary character. The effect of reading the present statute upon a conveyancer of the old school, nourished upon Fearn's Contingent Remainders, versed in the mysteries involved in attendant and satisfied terms, the supposed *scintilla juris* and other metaphysical abstractions which one finds in old law books, would, we imagine, be startling in the extreme, especially when he came to that section which for some purposes practically abolishes the distinction between real and personal property. In this connection it may be useful to notice the striking analogy between the English and the Roman law in this respect. The history of Roman law, as Sir Henry Maine has pointed out, is the history of the assimilation of *res mancipi* to *res non-mancipi*; and though these two divisions of property do not precisely correspond with our "real" and "personal," still the process is closely analogous to what has taken place in our own jurisprudence, where the law of real property has been more or less simplified on the model of personal.

We must, however, notice the provisions of the Act more in detail; as almost every paragraph embodies a charge of momentous importance. The first section enacts that forty years instead of sixty shall be the period for commencement of title; subject, however, to the proviso that an earlier title may be required in those cases where a purchaser may now demand more than sixty years. An earlier title may now be required where the documents give rise to the suspicion that estates tail still subsist, or where, in a word, there are doubtful and suspicious circumstances connected with the earliest document produced. It is well, perhaps, that this saving clause is added. If, however, we were to measure the probable results of an Act like the present, simply by the difference between the periods marked as the root of title, we should greatly underrate its magnitude. The indirect consequences of such an enactment are of even greater importance than the direct. It is not as though purchasers never gave a fair price for property with less than a strictly marketable title. On the contrary, full value is often given where fifty, and even forty years is the longest period during which the title can be traced; and that too, even by the Court of Chancery itself. "In fact such purchases are constantly sanctioned by the Court of Chancery," and in some circumstances the court will sanction purchases "with a title very far from marketable:" Dart's V. & P., p. 80. We may therefore infer that hereafter it will be a very common practice to buy land on a twenty-five or thirty years' title—nay the court itself may invest the funds of its suitors in property as questionable. The old period was fixed on the measure of a tolerably long life; the present period is practically half such a lifetime or a little more. Of course much may be said in favour of the change on the

ground of the greater publicity given in modern times to sales and transfers of lands, by means of advertisements circulated far and wide, and of the consequent multiplication and greater accessibility of documentary evidence of different kinds. Prediction in such a case is obviously out of the question, but we trust that our law-makers have long and earnestly considered the question from all points of view before introducing a measure so sweeping.

The second section, with its sub-divisions, is of scarcely less importance. The first of these sub-sections is that a lessee or assignee of a lease is no longer to be entitled to examine the title to the freehold. To estimate this change aright, we must consider it in connection with the foregoing paragraph. A twenty-five or thirty years' title will hereafter, as we have seen, probably in many cases be the ultimate foundation for a lease of sixty or seventy years or longer, and perhaps one or two under leases for twenty-one years or less. We presume, however, that the lessee or assignee, if he discover from independent investigation, a flaw in the freehold title, will be allowed to plead that knowledge so as to avoid specific performance. It will, no doubt, be open to the intended lessee or assignee to stipulate in the agreement or before the actual execution of the lease, for an inspection of the freehold title; but we are not sure that it would not have been better to leave the lessor to take care of his own interests. The second sub-division embodies what is commonly inserted in conditions and agreements for sale, that recitals, statements, and descriptions of facts, &c., contained in deeds, Acts of Parliament, or statutory declarations twenty years old, shall form what is termed by writers on jurisprudence a *presumptio juris*, not a *presumptio juris et de jure*; a presumption, that is, which is to be taken as true until proved to be false. To this probably no serious objection will be taken, nor to that which follows, which makes an equitable right to have copies of documents of title produced of equal value with a legal right of the same kind. But it is not equally obvious why the present rule as to the possession of deeds when an estate has been sold to different purchasers should be altered. It certainly seems the preferable plan for the purchaser of the most valuable part to take the deeds and covenant for their production, rather than for the vendor to keep them, however small a portion he may retain. Such alterations of the law seem to be gratuitous, especially where it is so easy in each particular case to modify the ordinary practice. Questions of this kind are surely best left to the operation of voluntary contract. The new rule, however, may be beneficial in freeing vendors from the necessity of obtaining valuations of the unsold part of their property, in order to determine which lot is of the greater value. The 3rd section of the Act appears to be *otiose*. We cannot see why it should be necessary to state explicitly that trustees are to be subject in sales and purchases to the same rules as govern other vendors and purchasers. And the marginal note here, is, as usual, obscure, "Trustees may sell, &c., notwithstanding rules." The words of the section are: "Trustees who are either vendors or purchasers may sell or buy without excluding the application of the 2nd section of this Act." The true analysis would therefore be, "Trustees may sell, &c., in accordance with rules." The latter, perhaps, is so exceedingly like an identical proposition that it probably never occurred to the writer that it was, nevertheless, the true significance of a law solemnly passed by the Legislature. The 4th section goes very far in the direction of Lord Mansfield's wish to make a mortgage a simple charge upon the land, and in all respects personal property. As so great a step has been taken, it is perhaps a pity that a complete measure has not been passed. The law of mortgage is made unnecessarily complex; as, for some purposes, a mortgage is real property, being an out-and-out conveyance of the legal estate, whilst for others it is personal, as the mortgage debt passes to the personal representatives of the mortgagee. The present statute leaves the law still more anomalous than it was, and will, we suspect, require to be supplemented. The form of the deed will apparently still be a conveyance of the legal estate to the mortgagee, his heirs, and assigns; but the new law makes that legal estate transferable by the personal representatives of the mortgagee, in whom it never vested. Truly English statute law partakes of the illogical character which belongs to most of our institutions. It is noticeable, too, that the form of the section is permissive: The legal personal representative *may* convey. Are we to infer from this that the mortgagor, on payment of the debt and interest, can elect from whom to demand a reconveyance? The succeeding section tends equally to render uncertain and indefinable the lines which separate real from personal property. The bare legal estate in fee simple of a trustee is to vest in his executor or administrator. There are many difficulties and ambiguities attending the present Law of Mortgages and Trusts, but it seems a singularly strange way of remedying them to enact, as the present Act apparently does, that a conveyance to persons, their heirs and assigns, shall by implication, vest an estate in their executors and administrators. We were under the impression that our law did not favour estatutes by implication. The purpose which actuated the framers of this Statute was unquestionably good; but they have not considered all that was involved in those branches of law which they set themselves to alter, and consequently their work

is onesided and only tends to make confusion worse confounded. The great underlying question is whether the existing difference in the devolution of real and personal property is right and desirable. Mr. Joshua Williams thinks not, and we are of the same opinion. If the distinction in this respect were done away in addition to the greater fairness and justness in the law, there would also be greater clearness and freedom from ambiguity.

That object of unflinching solicitude on the part of the Legislature, the married woman, does not of course escape notice in this most comprehensive statute. Fortunately so little is said about her that she will have no cause of complaint, and that little is perfectly unexceptionable. It is to the effect that when she is a bare trustee she may convey or surrender as if she were a *feme sole*. The succeeding section, however, the seventh, is more startling. It seems that tacking of mortgages, and other charges and interests, is no longer to be allowed. We do not question that this is a most salutary change. It will give both greater scope and greater safety to investments on real securities. The old rule was founded on technicalities of English law, and certainly had no foundation in the first principles of morality. Hereafter the security of a loan upon mortgage will be exactly proportioned to the value of the property minus incumbrances already created. Equitable owners will find it easier to borrow on reasonable terms, and a wider field will be open to investors. And even the Court of Chancery itself will not hesitate to lend the funds at its disposal upon a second charge.

The 8th section deals with a question which sadly needs authoritative determination—we mean the question of registration. Where a will devising land in Middlesex or Yorkshire has not been registered, an assurance by the devisee or anyone claiming under him, if registered before, is to prevail over any assurance from the testator's heir at law. As we might expect, the enactment is too narrow and not explicit enough. It only deals with one class of cases, and it seems doubtful how far it really alters the law as to them. Are we to infer that if it is not registered in due time, it shall not in any case take such precedence? If we are, then the present rule is repealed by implication. For "in equity registration is no protection against an unregistered assurance of which the party claiming under the registered instrument had notice prior to the completion of his purchase or security": *Dart's V. & P.*, p. 780. If we are to gather that the purchaser from the heir is, upon registration, to have precedence only in case he has not had notice, express or constructive, of the prior unregistered deed, then it is a great pity that the Act does not say so; and it only adds another difficulty to a subject which was already sufficiently intricate. We need only notice of the concluding sections that they seem to provide a rapid remedy for difficulties arising from contracts for sale.

THE SUPREME COURT OF JUDICATURE ACT.

RULES OF COURT.

(Continued from page 22.)

ORDER XXIV.—AMENDMENT OF PLEADING.

THE rules of pleading now in force often impose upon a plaintiff or defendant great hardship, by reason of the conditions under which amendment is allowed. A party desiring to amend at present must apply for leave to the court or a judge, and he only obtains leave upon the payment of all costs. It frequently happens that, by reason of a slip on the part of the pleader, an omission of importance, or an averment which cannot be supported, is made. To require a party to go through the formula of applying to the judge for leave to amend is simply to impose upon him the cost of attendance in court or at chambers with no real benefit, for such amendments are practically allowed in all cases upon the payment of costs. The new rules propose to remedy this. A plaintiff will be entitled to amend his statement of claim once, without leave, at any time before the expiration of the time limited for replying, or, where no defence is delivered, at any time before the expiration of four weeks from the appearance of the defendant who shall have last appeared. A defendant who has set up in his defence any set-off or counter-claim may, without any leave, amend his set-off or counter-claim, at any time before the time for pleading to the reply, and before pleading thereto, or, if there be no reply, then at any time before the expiration of twenty-eight days from the filing of his defence.

There would seem to be two defects in these provisions. First, there is nothing which enables a plaintiff, where his writ is specially indorsed and a statement of claim has been dispensed with, to amend his indorsement. An indorsement is in the nature of a statement of claim, and ought to be similarly capable of amendment. Secondly, a defendant is only allowed to amend his defence without leave if he sets up a set-off or counter-claim. Now it is evident that if a plaintiff amends his statement, a defendant may have to amend his defence so as to meet the amended statement. Why should a defendant in such a case be required to obtain leave to amend his defence? Under the rules, as they now stand, a defendant would clearly have to apply in that case to amend his defence, and this would impose costs upon both himself and the plaintiff which are wholly unnecessary. There ought to be a rule

providing that where a plaintiff amends the defendant should be at liberty to amend without leave. It is true that something of this sort is provided by the third and fourth rules of the order, but it is unsatisfactory. Where any party has amended his pleading under the preceding rules, the opposite party may, within eight days of the delivery to him of the amended pleading, apply to the court or a judge to disallow the amendment, or any part thereof, and the court or judge may, if satisfied that the justice of the case requires it, disallow the same, or allow it, subject to such terms as to costs or otherwise as may seem just, or the other party may apply to amend his former pleading. It is no doubt quite right that power should be given to disallow an amendment, but to impose an obligation to apply to the court to put the amending party under terms as to costs or as to allowing an amendment of the defence or reply, is imposing an obligation which simply incurs unnecessary costs. It would be far simpler to allow any amendment to be made without leave in a pleading answering an amended statement or reply, requiring a party to apply only in case he wishes to have the amendment rejected, or terms as to trial imposed.

Very general powers of amendment are given; any party may apply, in cases not provided for by the rules already mentioned, for leave to amend either to the court or judge at chambers, or to the judge at the trial of the action, and such amendment may be allowed upon such terms as to costs or otherwise as may seem just. At the same time to provide against these powers of amendment being used for purposes of delay, it is provided that if a party who has obtained an order for leave to amend a pleading delivered by him does not amend the same within the time limited for that purpose by the order, or if no time is thereby limited, then within fourteen days from the date of the order such order to amend shall, on the expiration of such limited time of a such fourteen days, as the case may be, become *ipso facto* void, unless the time is extended by the court or a judge.

It will be remembered that every pleading containing more than three folios must, under these rules, be printed. To require amendments of printed pleadings to take place in all cases by having the whole reset and reprinted in accordance with the amendment would entail great and unnecessary expense upon the party amending. Where the amendment required is only of a few words, a correction in writing of the printed pleading is clearly intelligible and amply sufficient. Where, however, the amendment requires great alteration of the original pleading, it is obviously right that the party amending should be required to amend in a way which will make his pleading intelligible to his adversary and to the court trying the case. This is provided for by the seventh rule of the order. A pleading may be amended by written alterations in the pleading which has been delivered, and by additions on paper to be interleaved therewith if necessary, unless the amendments require the insertion of more than 144 words in any one place, or are so numerous, or of such a nature that the making them in writing would render the pleading difficult or inconvenient to read, in either of which cases the amendment must be made by delivering a print of the pleadings as amended. This is a reasonable provision, but its operation might be extended so as to cover pleadings which, although not delivered, have been printed; when once printed, any alteration is expensive, and there is no reason why short amendments should not be made in writing before delivery. To effect this object, it is necessary to express it in a rule, on account of the express provision requiring pleadings over a given length to be printed.

Whenever any pleading is amended, it must be marked with the date of the order, if any, under which the same is so amended, and of the day on which such amendment is made. In the rule by which this is prescribed (Rule 8), the framers of the rules have departed from their usual custom of placing all forms in the schedules to the rule and confining the rules to directions, the illustrations of which are given in the schedules. Nor is this departure from their practice any advantage, for it certainly does not clearly illustrate the rule. Two dates have to be placed upon an amended pleading; the date of the order under which the amendment is made, and the date of the amendment itself. If the form given in the rule were followed, only the date of the amendment would appear on the pleading.

An amended pleading must be delivered to the opposite party within the time allowed for amending the same. For instance, if a plaintiff amend his statement of claim without leave, he must deliver his amended statement to the defendant before the time for the delivery of his reply has expired. If a party amends by leave of the court he must deliver his amendment within the time limited by the order for amendment, or if no order be made as to time, then within fourteen days of the date of the order. We presume that the intention of these rules is that if a party does not deliver an amendment for which he has obtained leave within the time allowed, the original pleading shall stand good, and the action proceed as if no order for amendment had been made. It would be very desirable that some rule should be inserted under this order, showing what time a party is to be allowed to answer an amended pleading, and what effect such amendment is to have in delaying the trial of the action.

LEGISLATION AND JURISPRUDENCE.

SUPREME COURT OF JUDICATURE.

SECOND REPORT of the Commissioners appointed to inquire into the Administrative Departments of the Court of Justice.

(Continued from page 42.)

IN 1815, the nomination of clerks and assistants was vested in the hands of the several officers, and their salaries were regulated by custom, or in some cases according to special arrangements between appointer and nominee. No special qualification was required, and no examination for fitness was prescribed; but with regard to what still seems to be looked upon as an exceptional office in chancery, the Registrar's office it appears that even in 1740 the Deputy Registrars' clerk of the reports, and two clerks of the entries, "have from time to time been nominated and appointed out of the clerks bred up under the Deputy Registrars."

Hours of attendance were, in 1815, seven daily in many of the offices, viz.: from 10 till 3, and again from 6 till 8 in the office of Masters in Chancery; from 10 till 2 and from 5 till 8 in the Registrar's office; whilst in the Accountant-General's office eight hours were prescribed, viz., from 9 till 2 and from 4 till 7; in the Crown office of the King's Bench, the hours were from 10 a.m. till 2 p.m., and from 4 till 8 p.m.; in some of the other offices from 11 till 2, and from 5 till 7. Distinction was made between term and non-term, in favour of less attendance out of term, and there were numerous whole holidays, equal in the aggregate, in some offices, to ninety working days in the year.

As we have said, for some reason which does not now appear the Commissioners appointed in 1732 did not present any report upon the common law courts or offices. Moreover, as already noticed, their report on the chancery, though presented in 1740, was not made public till 1815, and no attempt appears to have been made by the Government before that date to understand and deal comprehensively with the courts administering the common law. The Commissioners appointed in 1815 laid stress on the difficulty under which they laboured in dealing with the common law courts, by the absence of the same sort of guide as they had in the Commissioners' report of 1740, for dealing with the Court of Chancery. They proceeded, however, with their work by the light of the reports furnished by the sub-commissions in 1740, and of certain Parliamentary returns, presented to the House of Commons in 1693 and again in 1730 and 1731, showing the fees payable to judges, officers and clerk in all courts of the Kingdom. But in discharging their duties the Commissioners confined themselves, as they had done in chancery, to ascertain the propriety of fees payable at the time of their inquiry, to describing the functions of judges and officers, and to statements as to the hours of attendance and the number of holidays taken. They do not appear to have considered themselves warranted in making any suggestions for altering the departmental machinery as they found it.

Reports were presented on the—

Court of King's Bench	5th Jan., 1818.
Court of Common Pleas	3rd July, 1819.
Court of Exchequer and Exchequer Chamber	9th Feb., 1822.
Court of Arches	16th May, 1823.
Prerogative Court	
Court of Peculiars	
Consistory Court and the Court of Commissary of the Bishop of London and the Deaconries of Middlesex and Barking	4th July, 1823.
High Court of Admiralty	
High Court of Delegates	7th Feb., 1824.
High Court of Appeals for Prizes	

From this time the work of law revision and law reform was vigorously pushed on. The report of the Chancery commissioners in 1826, the six reports made between 1829 and 1834, by the Commissioners for inquiring in the practice and proceedings of the Superior Courts of Common Law; the report in 1832, on the practice and jurisdiction of the Ecclesiastical Courts; the four reports of the Real Property Commissioners (1829-1833); the eight reports on the criminal law (1834-1845); and the report in 1840 on bankruptcy and insolvency, were the parents of statutes which changed the character of English law, and altered its practice and procedure.

Between 1809 and 1845 numerous reports were received from Commissioners appointed to inquire into the administration of justice in Scotland. Between 1817 and 1831 Irish Commissioners presented twenty-one reports on the duties, salaries, and emoluments of the several officers, clerks, and ministers of justice in all temporal and ecclesiastical courts in Ireland. In 1842 was given a report from commissioners directed to enquire, with a view to revision, into the superior courts of common law in Ireland; and in 1866 a further exhaustive statement, largely used by us in our present

inquiries, was presented by commissioners appointed to inquire into the differences of practice between the courts of chancery and common law in England and Ireland. Finally, the labours of the judicature commission, resulting as they have already in the Supreme Court of Judicature Act, have once more changed the aspect of legal procedure, and have necessitated those inquiries into the administrative departments of the courts of justice which the present commissioners have been directed to prosecute.

It will not be necessary for the furtherance of those inquiries to refer to all the reports of commissioners thus enumerated, nor to cite all the statutes which were founded on them. Those relating to Scotland and Ireland will be reserved for future consideration; and of those relating only to England, it will be enough to quote such as are strictly germane on the objects entrusted to us. Chief among these are the statutes which abolished fees as a means of remunerating officers and clerks, &c., and gave them salaries payable from public or special court funds; the report of a departmental commission, which, in 1834, recommended the consolidation of certain common law offices; that of a committee, which, in 1867, recommended the abolition of the offices of clerk of the patents, clerk of the petty bag, messenger to the great seal, and the Attorney General's patent bill office; and the statutes which authorised the last changes which took place in chancery and common law offices, and which left them as we now find them.

The effect of these statutes and alterations upon the legal departments as they stood in 1740 and 1815, may be seen quickly in the tabular statements annexed. These statements show the staff of each court as it existed at those dates, so far at least as officers and their recognised deputies and clerks are concerned. It shows also the present staff, and quotes the statutes under which successive changes took place.

Under the head of each officer or office in each of the courts within the scope of our inquiry we propose to give—

- A condensed history of the office.
- A condensed account of its present duties.
- A statement of the present cost, and of the salaries and numbers of officers and clerks attached.
- A statement of the conditions of entry, service, promotion, superannuation, and retirement.
- A summary of the evidence taken before us, both in full commission and on visits to the offices.
- Such remarks as we have considered it within our province to make upon the facts as we have ascertained them.

We shall offer, in addition, certain suggestions upon matters affecting the legal departments as a whole, including questions of attendance and holidays, and questions of consolidation of offices discharging kindred functions. In doing this we have endeavoured, as far as possible, to avoid interference in matters relating to practice and procedure, deeming such matters to be foreign to our inquiry and beyond us. It has not been possible, however, in all cases to accomplish this. Questions of organisation depend very largely upon practice, and in dealing with the one subject we have not always been able to avoid touching upon the other. In such cases we have endeavoured to fortify our conclusions by reference to experienced officers and to some distinguished judges who have favoured us with their opinions.

We further beg, in this place, and in view of any changes of staff which may flow from the recommendations we shall venture to make to your Majesty, to repeat the opinion expressed at page 5 of our first report, viz. :—

"6. We would, moreover, express our entire concurrence in the recommendation contained in the eighth paragraph of the third report of the select committee on civil service expenditure, 1873, 'that reductions should be effected rather by an entire cessation of appointments to the clerical service, and by transfers from one department to another, than by superannuating (on terms of abolition of office) the clerks who may be found to be redundant in particular offices.'"

SUPERIOR COURTS OF COMMON LAW (ENGLAND). Considering first the Superior Courts of Common Law according to the method indicated in our preface, we beg reference to the tables A, B, and C, which show at a glance the changes that have taken place in the staff of the three courts between the dates of the three commissions of inquiry into their constitution.

It may be as well, however, to interpret the table by the following remarks, viz. :—

The first legislative alteration of the administrative departments, as they existed in 1815, was the 6 Geo. 4, c. 82, which made due provision out of the Consolidated Fund for the Chief Justice of the Court of King's Bench, and took away the right of the Chief Clerk (an office commonly held by the Chief Justice himself) and of the Custos Brevium on the plea side of the court to sell a

number of offices paid by fees, which were allowed to be within the power to sell of those officers. The 6 Geo. 4, c. 83, did the same thing with regard to a number on offices in the Court of Common Pleas.

An Act passed in the same session, 6 Geo. 4, c. 89, authorised the purchase by the State of the office of Receiver and Comptroller of the Seal of the Court of King's Bench and Common Pleas, and of the office of Custos Brevium of the Court of Common Pleas. This office was one of large profit. It was exercised by deputy, and it was the fruitful source of delay and expense to the suitors. It appears from the recital of the Act that the office of Comptroller of the Seal was granted by letters-patent under the Great Seal of England, dated the 30th April, in the twenty-fifth year of the reign of King Charles the Second, to Henry, Earl of Euston, afterwards Duke of Grafton, in tail male; and that the office of Custos Brevium was, after the determination of certain lives then subsisting, granted in trust from the then Earl and Countess of Lichfield, and for the issue of the Countess in tail. Though power was thus given in 1825 to buy up these rights, it was not till 1845 that any bargain was struck as regards the first named office. Then, by virtue of 8 & 9 Vict., c. 34, the office was abolished in consideration of an annuity of £843 to the Duke of Grafton, and of £300 to his deputy, John Pimlott. The duty of sealing writs was ordered thereafter to be discharged by the masters of the courts respectively. The office of Custos Brevium was abolished by 1 Vict., c. 30, which empowered the Treasury to award compensation to the persons entitled, of which they are still in the receipt.

In 1830 the Act of 11 Geo. 4, & 1 Will. 4, c. 70, abolished the separate jurisdiction of the County Palatine of Chester, and of the Principality of Wales, and incidentally affected the plea side of the Court of Exchequer in Westminster. The business of that court was increased, and in 1832 the staff was remodelled.

In 1837 the 7 Will. 4 & 1 Vict., c. 30, proceeding upon the report of four commissioners appointed under an earlier statute, recited :—

"Whereas, in Her Majesty's Superior Courts of Common Law at Westminster there are many officers whose duties have wholly or in part ceased or are executed by deputy, and whose offices have become, by changes in the law, useless. . . . And whereas the continuance of sinecure and useless offices tends to impair the effective administration of justice, and to cast upon the public and the suitors in those courts unnecessary burthens."

It then proceeded to abolish, as coming within range of this preamble,—

The offices numbered 8 to 25, inclusive, 33 and 34 in table A, being 20 in the Queen's Bench. The offices numbered 1 to 16, inclusive, in table B, being 16 in the Common Pleas. The offices numbered 4 to 7, 19 to 22, and 25 inclusive, in table C, being 9 in the Exchequer.

I abolished the office of Clerk of the Errors in the Exchequer Chamber, and directed the duties to be discharged by the Masters of the Court from which error should come.

Doing away with many distinct officers with distinctive titles, the Act created the office of master, with a salary of £1200 a-year in lieu of all fees; assigned five masters to each of the Superior Courts, and laid upon them the obligations which had attached to all the abolished officials. The first five masters of each court were named in the Act, and it was provided that upon the death, resignation, or removal of any of them, the Chief Judge, in whose court the vacancy had occurred, should not be at liberty to fill it up until he had certified, under his hand, to the Treasury, that, after minute inquiry, it appeared to himself and the other judges of the court absolutely necessary for the efficient and satisfactory conduct of the business of the court that the full number of five masters should be retained; and it was required that this certificate should be forthwith laid before Parliament, and that no appointment should be made to the vacancy until the certificate had lain ten days before both houses.

Whether intentionally, however, or not, the Act is so worded that these provisions applied only to vacancies in the offices of the particular masters then appointed, so that there is now no Parliamentary restriction upon the filling up of any vacancy which may occur. Such clerks and messengers as might be deemed necessary by the chief judge of each court were ordered to be supplied to the master's office, but the distribution of the business among them was left entirely to the masters, and the distinctive character of the detailed sections of work was abolished.

Section 23 of this Act conferred upon the masters a power which we cannot learn has been much exercised, if exercised at all, but which we lay stress upon as being entirely in sympathy with one of the principal recommendations we shall humbly venture to make to your Majesty. This section, with the avowed object of expedit-

g the general business of the three courts, empowered the masters to tax costs arising out of issues determined in the three courts indiscriminately.

The Act 5 & 6 Vict. c. 86, reciting that, by Vict. c. 5, the equity jurisdiction of the court of Exchequer had been transferred, with its three sworn clerks and two side clerks, to the Court of Chancery, abolished the distinctive offices of secondary, sworn, and side clerks in the equity side of the court, and made over the duties to the Queen's Remembrancer.

In 1842 the Act 5 Vict. c. 22, (a) abolished the prisons of Queen's Bench, Fleet, and Marshalsea, and created out of them the Queen's Prison. The officers attached to the prisons were disestablished as compensation; a keeper of the Queen's Prison was appointed, and power was taken for the appointment by the Lord Chief Justice of the stipends theretofore appointed for Queen's Bench and the Marshal of the Queen's Bench Prison, and for the appointment by the Lord Chancellor, the Lord Chief Justice of Common Pleas, and Lord Chief Baron of Exchequer of the stipends theretofore appointed by the Warden of the Fleet, to sit in Courts of Chancery, Common Pleas, and Exchequer.

In 1862 the Queen's Prison was abolished and Whitecross Street Prison only was used. This in 1872 was superseded by Holloway Prison.

In 1843 the crown office, which, for some reason not now apparent, was not reorganised when the offices on the plea side of the Court of Queen's Bench were remodelled, was taken in hand. The Act 7 Vict. c. 20, recites the need there was for remodelling the office, and for relieving "the public and the suitors from many ancient and unsuitable fees." It abolished the offices numbered 2 to 7 inclusive on table A, and recognising and confirming the ancient office of Queen's Coroner and Attorney, added to the staff of that office a master and an assistant-master, with such clerks as the Lord Chief Justice might think enough to do the work of the office. All the officers and clerks were placed upon salary in lieu of all fees, and anything remaining over from the fees properly charged to the public under a new tariff, was ordered to go into the Exchequer.

In 1854 the expenses of the crown office were put upon the annual votes of Parliament, all fees going to the Exchequer; and, in 1860, the office of assistant-master was abolished by 23 & 24 Vict. c. 54. It is in the condition in which this last Act left the crown office that we find it in 1874.

In 1852 the old offices of marshal and clerk at Nisi Prius in the Queen's Bench, and of Marshal in the Common Pleas and Exchequer, were abolished by 15 & 16 Vict. c. 73, and the duties up to that time discharged by those officers were assigned to the associates of the respective courts. The associates, who till then had held office during pleasure, were appointed to hold during good behaviour; the appointment of them was vested in the chief of each court, and power was given to each associate to appoint two clerks.

The offices of hereditary chief proclamer in the Common Pleas, and of hereditary chief usher in the Exchequer, were abolished, the duties discharged by the latter officer and his "Messengers of the Court of Exchequer" being transferred to the Queen's Remembrancer. To provide for the personal staff of the judges which was somewhat interfered with by these changes, it was provided by the Act that the marshals of the judges should be paid a sum of money to be fixed by the treasury. It was also provided that each chief might appoint three clerks, and each puisne judge two clerks to serve as his personal staff, one of such clerks to perform the duties of crier in London and on circuit. Power was also given to the Lord Chief Justices and Lord Chief Baron to appoint subordinate officers to the courts, including ushers and courtkeepers.

The associates, clerks of assize for performance of duties of associate on circuit, and all clerks to judges were by the same Act put on salary in lieu of all fees.

An Act passed on the 19th June, 1865 (28 & 29 Vict. c. 45), provides for the collection by means of stamps of fees payable in the Superior Courts of Law at Westminster, and in the offices belonging thereto.

Lastly, the Act 29 & 30 Vict. c. 101, transferred the salaries of the masters from the fee fund to the consolidated fund, and raised them, after three years' service, to £1500 a year.

These are the principal statutes which have affected the constitution and procedure of the administrative departments of common law up to

the present time; they are, moreover, the warrants for the existing order of things.

The changes ordered by the Judicature Act of 1873, 36 & 37 Vict. c. 66, are very slight. Existing officers are to be transferred with existing titles, rights, and obligations, to the High Court of Justice. The only change consists in giving each Lord Chief Justice and the Lord Chief Baron a secretary and two clerks instead of a principal clerk and two clerks; and each puisne judge, two clerks, whilst the work hitherto discharged by the chamber clerks of chief and puisne judges is ordered (by section 79) to be done by the officers of the court in the permanent Civil Service of the Crown. The effect of the arrangements made by the Judicature Act will be, not to lessen the number of the personal staff of the judges, but to reduce the cost. The Act, also, whilst taking from the personal staff the duties of chamber clerk, imposes upon it the obligation "to discharge, without further remuneration, the duties of crier in court or on circuit," and "of usher or train-bearer." We have it in evidence that there is no occasion or work for the proposed secretary to the chief justices, and that the puisne judges will not require two clerks. With one exception the second clerk of the puisne judge now has nothing to do but to attend to the chamber business, which will in future be done by the permanent staff. The result is that the second clerk will have nothing to do with the exception we referred to, that is to say, act as crier when the judge, whose clerk he is, is on circuit. This duty, however, might well be performed by the other clerk, who is in personal attendance on the judge, or by one of the officers of the central masters' department, of which, as hereafter explained, we recommend the formation.

From the foregoing it appears that at the present time there are but two classes of officers, so *nomine*, attached to the Superior Courts of common law, viz., the masters and associates. It is true that the ancient title of Queen's Coroner and Attorney is preserved by a virtual master, in the Crown Office; and that the Queen's Remembrancer, though, in fact, a master of the Exchequer, also preserves his distinctive title. But the distinction is little more than nominal, and it has become a question whether, in view of the generalising tendency of the Judicature Act, even these nominal distinctions should be maintained. So long as they are maintained they give colour to the distinctiveness of administrative organisations which are no longer needed. With these exceptions, masters and associates are the only officers attached to these courts in London. These officers, upon salary, and assisted by salaried clerks, have superseded the numerous distinct officers who in 1815 conducted the business of the courts, taking each one his individual fees upon process, which for that very reason it was his manifest interest to conserve and defend in all its intricacy and burdensomeness.

(To be continued.)

SOLICITORS' JOURNAL.

We are glad to hear that among some of the larger law students' debating societies efforts are being made to extend their usefulness among articled clerks, and with this view we are authorised to say that the secretary of the Manchester Law Students' Debating Society has set inquiries on foot for the purpose of ascertaining the names of all articled clerks in the surrounding towns, including Stockport and Oldham. It is very properly considered incumbent on all solicitors to become members of the Incorporated Law Society, and if the council could see its way to a reduction of the entrance fee in all cases, and the reduction also of the annual subscription in all country cases, many more practitioners would, no doubt, join, especially if the council carried their work a little further into those regions certainly less agreeable than, but equally necessary with, those in which they usually labour, as, for instance, by securing the enforcement of the law in all cases in which it can be clearly shown that the rights and privileges of the Profession have been infringed by unqualified persons. As, then, it is considered incumbent on solicitors to join the Incorporated Law Society, so articled clerks in all large centres may fairly be expected to join well governed and well managed law students' debating societies, provided proper facilities are afforded them. When it is remembered that for the future country solicitors will be called upon to undertake advocacy, especially in our County Courts, of a very important nature frequently, the importance of cultivating a fitting mode of speech can hardly be exaggerated. We admit frankly that a Law Students' Debating Society is not the best of

schools for instruction of this kind, but in the absence of any other it ought to be made use of. We know full well that these debates, at times, degenerate into attacks by a speaker on the one who preceded him in debate, and this cannot be too strongly deprecated; yet we repeat that every student of the law, no matter for which branch of the Profession he is destined, must make good use of the best opportunities, bad as they may be, which offer themselves, at all events if he wishes for and aims at something more than mediocrity in the professional ranks. We shall be pleased to put any articled clerk in communication with the officers of the debating society—where such exists—of the district in which he resides. We hope soon to hear that the important question of instruction in advocacy for articled clerks is under the consideration of the council of the Incorporated Law Society.

A SOLICITOR writes as follows upon the subject of the work which he hopes will be undertaken by the Legal Practitioners' Society: "I hope the society will in due time thoroughly discuss the question of the managing clerk of ten years' standing being allowed to be articled for three years only, and then to be admitted a solicitor. This privilege is a great injustice to younger members of the Profession, who have expended much time and money upon their legal education, and in many cases where a change of principal takes place, and a new man comes to the practice, these men have much in their power, and often set at defiance a new comer if he will not give the old clerk his articles, and often do all they can to get old clients away from the office. I know one or two instances where much mischief has been done in this way. Thus, too, a class of men are introduced into the profession who are not educated gentlemen. How, then, can we succeed in raising the status of solicitors whilst this system prevails?"

A COUNTRY solicitor observes as follows in regard to the proposed Land, Titles, and Transfer Bill. "There is no Bill which will affect the Profession so much as this one if it passes; but if the Incorporated Law, the Legal Practitioners', and other law societies, take the matter in hand, I think there will be little chance of the Bill passing or being again introduced. It was quite evident, from the discussions on the Bill last session, that the public did not call for such a measure; and it was also proved to a certainty that if the Bill passes, conveyancing would become much more expensive. I think some peer or member who spoke in favour of the Bill went as far as to say that the cost of conveyancing amounted to at least 10 per cent. This is certainly not a fact, and the best way of answering such a statement would be to introduce a Bill making the charges of solicitors certain in accordance with a scale of commission; and, I believe, that if a deputation of solicitors waited upon the Lord Chancellor or Mr. Disraeli, urging that such a Bill should be passed in lieu of the Transfer Bill, such a deputation would be favourably received, and the Government would, I think, be glad to have the assistance of the Profession in getting it passed; and it would dispense with the necessity of bringing forward the Land Transfer Bill. I enclose draft of a Bill for the payment of solicitors by commission, and hope to hear that some law society will take up the matter and endeavour to get it passed; of course, with such amendments as may be thought proper to introduce. The scale of commission is a little lower than that proposed by the Incorporated Law Society." Want of space forbids our publishing the Bill, at all events for the present. The whole question, however, is no doubt one of great importance to the Profession, and we concur in a great measure with the views of our correspondent.

ELSEWHERE we report an important application made to the Court of Queen's Bench sitting in Banco on Tuesday last in which an attorney who has been uncertificated for many years, asked the court to permit him to renew his certificate to practise, as provided by the 23rd section of the Attorneys' Act 1860. The matter had been many times previously before the court, and before the master of the court to investigate and report upon. From the master's report and other information before the court, it appeared that the applicant, was charged in 1866 with forgery, he absconded, but in 1869 he was employed in Liverpool as a clerk under an assumed name. Arrested there on a warrant, he was tried at the Central Criminal Court and acquitted. He then became clerk to an attorney named Cooper, carrying on business in Kensington Park-road, London, since deceased, and for some years afterwards acted as clerk to an attorney, formerly of New Inn, London, during which time in such capacity he conducted a number of actions against persons connected

(a) This Act recites that the Queen's Bench Prison is a prison for debtors and for persons in contempt of the Court of Queen's Bench; that the Fleet is a prison for debtors and bankrupts, and for persons in contempt of Her Majesty's Courts of Chancery, Exchequer, and Common Pleas; that the Marshalsea of Her Majesty's Household is a prison for debtors and for persons in contempt of Her Majesty's Courts of the Marshalsea, the Court of the Queen's Palace at Westminster, and the High Court of Admiralty, and for Admiralty prisoners under sentence of Court Martial.

with the theatrical world, in many of which his father, and some of which he, was plaintiff. It is due to the Council of the Incorporated Law Society to say that they took every pains to have the case properly presented to the court, and it is in no small degree owing to the careful investigation on the part of the council into charges preferred against the applicant, which were brought under their notice, that the Profession is spared the pain of knowing that such an attorney as the applicant is admitted to practise amongst them. As regards the applicant's name remaining on the roll of attorneys, we do not hesitate to say that if the charges advanced against him are well founded, the necessary steps ought to be at once taken to remove his name from the Rolls, for surely if an attorney is not considered by the Court of Queen's Bench a fit person to be granted a certificate to practise, neither is he a fit person to be on the Rolls. Moreover, several applications have been made to the court that the attorney in question may be granted a certificate, and so far as we can see there is nothing to prevent further applications of a similar kind being made. Then again there is the question of professional men employing those similarly situated to the applicant as clerks. We have no knowledge of the facts in this respect in the present case, and we do not therefore suggest that there has been any breach of the law, but it is a fair matter for comment, that to have the name of a person on the Rolls who has been repeatedly refused by one of the highest tribunals in the country a certificate, without which the fact of his being on the Rolls is, or should be, of no avail to him, is to offer a temptation for an infringement of the 32nd section of the Attorneys' Act of 1843, which renders an attorney liable to be struck off the Rolls who shall wilfully and knowingly act as agent in any action or suit for any person not duly qualified to act as an attorney or solicitor, or permit or suffer his name to be anyway made use of in any such action or suit, upon the account or for the benefit of any unqualified person, or do any other act thereby to enable such unqualified person to appear, act, or practise in any respect as an attorney or solicitor, knowing such person not to be duly qualified, and which renders such unqualified person liable to be committed to prison for any term not exceeding one year. The Lord Chief Justice, in delivering judgment in the case, said "that it was with considerable regret he had come to the conclusion to which he must give effect, because he was always very sorry to exclude anyone from the practice of a profession on which he was more or less dependent for the means of earning his livelihood; yet there were circumstances under which it became necessary to do so. The conduct of which the applicant (Mr. Edward Lawrence Levy), had been guilty, and the manner in which he had acted, could not be too strongly reprobated, and as he had failed to show the court that confidence could be placed in him the application must be refused." It is easy to recognise the reluctance which his Lordship felt in deciding to shut out the attorney in question from practising, so far as the denial of a certificate is a preventive; on the other hand, to have admitted the applicant to practise would have occasioned, at all events surprise, the limit of which would have been almost unbounded. So long as solicitors are officers of the Superior Courts, so long does a great obligation remain with the judges of such courts to protect the public against the depredations of unscrupulous practitioners, and equally to protect the interests of those officers of the court who, by a career of rectitude and professional morality, hold with the public at large relations of the most confidential nature in their capacity as solicitors.

THE subject of the summary jurisdiction of magistrates has of late received much attention. Mr. Higgin, Q.C., chairman of the Preston Quarter Sessions, in charging the grand jury at the sessions there, referred to certain proposals which had been made by the Magistrates' Clerks' Society, which is composed of clerks to magistrates. They advocated, he said, measures of a very extensive and sweeping character. One of these proposals was that magistrates in petty sessions should have power to deal with cases of felony where the value of the property stolen was under £5, if such a proposition were adopted it would simply deprive nine-tenths of the persons who were charged with felony of the inestimable right he would not call it privilege—of trial by jury. Having quoted statistics in support of his statements, the learned gentleman expressed his opinion that such sweeping measures as these would never be adopted by the magistrates at large, inasmuch as they were protectors of the liberties of the subject, as well as dispensers of justice. We are sorry we cannot entirely agree with the learned chairman's views on this important subject. The opinion of the Magistrates'

Clerks' Society, as here expressed, must not be dismissed in a summary way. They are very excellent judges of what is desirable on such questions, the opinions of chairmen of quarter sessions notwithstanding. We very much expect that the Secretary of State for the Home Department will not fail to give to the combined opinion of magistrates' clerks that full and careful consideration which they necessarily deserve. To talk of trial by jury and the liberty of the subject in the presence of that numerous class of criminals so frequently brought before courts of petty sessions for petty larceny, will hardly do in these days, for, if left to the election of the accused they would, in nine cases out of ten, prefer to be summarily dealt with. There ought to be no difficulty in providing a means for dealing with such cases more summarily, expeditiously, and economically, without in any way endangering the liberty of the subject, or the general right of trial by jury.

It is hardly creditable to the administration of justice that plaintiffs in actions of ejectment are so frequently put to the delay and expense of going to trial by the act of a defendant entering an appearance in the action. In actions for debt we know an appearance is frequently entered where there is no shadow of defence, but where it is resorted to for the purpose of delaying payment to a creditor. This latter system is bad enough, but the grievance is far worse in a certain class of actions in ejectment, where tenants hold over, sometimes out of mere bravado, rent in such cases, usually being in arrear. The subject is a very important one to landlords, and the Legislature may be fairly asked to provide in a certain class of cases of this kind that an appearance shall only be entered, as is provided by the Bills of Exchange Act, on an affidavit that the defendant has a good defence to the action on its merits, or that it is reasonable that the defendant should be allowed to appear. During the past week a number of undefended actions have come before the courts at Westminster, and the delay to plaintiffs in such cases is often aggravated by the fact that the venue being local, it must, in the first instance, be laid in the county within which the property is situated. By this means a plaintiff is often thrown over a long vacation.

AN important letter has recently appeared in the Money article of the *Times* upon the manner in which a certain class of so called accountants, appointed trustees under the provisions of the Bankruptcy Act of 1869, discharge the duties of such offices, and especially as to how such accountants set to work to secure their appointment to these lucrative and irresponsible posts. The leading journal in shortly referring to the letter of "Unfortunate Creditors," which it publishes, strikes at the root of a great part of the evil complained of when it says, "Accountants ought to be tied down to fixed charges." In other respects, however, our contemporary fails in the correctness of its conclusions on the subject matter of the letter, no doubt owing to a want of practical knowledge of the questions raised. Rightly or wrongly, a large amount of important work is now undertaken by persons styling themselves accountants. An auctioneer and appraiser requires a licence to carry on his business, while the status, so to say of accountant, is in this respect peculiarly exceptional. Any man or woman, may call himself or herself an accountant. Given the adoption of the name, almost any kind of business can be pursued by such persons; given the business undertaken, and there is not only no limit to the charges made by them, but when filling the office of trustee under the Bankruptcy Act, both debtors and creditors are frequently to a large extent in their hands and at their mercy. Our readers are probably all, or almost all, familiar with the means and devices used by such persons to secure the statutory majority at meetings of creditors, and how, by the force and effect of proxies they are appointed trustees and receivers in cases, often not requiring such appointments to be made at all. Now it may be urged, with some amount of reason, that if that which is complained of is really a serious abuse, creditors should attend themselves at meetings, and so put a stop to it. Business men, however, having incurred a loss, are often unwilling, indeed, cannot afford to give time (which means more money lost), to investigating the pecuniary affairs of their debtor. A solicitor writing to us upon this subject observes: "The only remedy for this is the abolition of proxies, leaving the meeting in the hands of the creditors personally present, and appointing one of the most important of these trustee. I think solicitors equally unfitted as accountants for this office, which in its very name signifies a disinterested holding on behalf of others." We cannot entirely concur in the view of our correspondent. The difficulty would be

met to a great extent by providing that proxies should only be given to, and held by, creditors. For it must be remembered that accountants sometimes undertake such work in connection with the estates of debtors in which no trustee is appointed, and yet in which they carry out arrangements, charging such large sums for their services that it is of common occurrence for an estate to pay many shillings in the pound less than it otherwise would. It is the duty of the Legislature to protect creditors from such irresponsible persons and their unlimited charges. Other letters upon the same subject subsequently appeared in the columns of our contemporary, and we have received several letters from members of the Profession complaining of the growing evil under consideration. "Solicitors," says one of these, "often attend these meetings on behalf of client creditors only to find that this system of voting by proxy leaves them perfectly helpless either to appeal to the creditors or protect their clients." The following is the letter referred to as recently published in the *Times*: "The time that has intervened since the coming into operation of the Bankruptcy Act of 1869 has witnessed the gradual development of what may now be considered to have climaxed in a system of touting by accountants or persons styling themselves such. As the evil is one which admits of easy remedy, we venture to ask your powerful aid in the matter, being ourselves at present creditors on five estates. The course to be complained of is as follows: No sooner does a debtor suspend payment than an active canvass of the creditors is commenced, each being asked to concur with others whom the accountant alleges he represents in some course of action he indicates, invariably having for its ultimate object his own appointment as trustee. To attain this all manner of expedients are resorted to; charges of misconduct are made against the debtor, in many cases without the shadow of foundation, and the claims of other *bona fide* creditors, who it is supposed will act upon their own judgment, disputed, no expedient being omitted to obtain a proxy. The support of some few unsuspecting or inexperienced creditors having thus been secured, the accountant attends the statutory meeting armed with his proofs and proxies. Anything more deplorable than the mode in which the proceedings are conducted at some of these meetings it is impossible to conceive. Proofs are challenged and objected to, the debtor is sometimes again and again examined, and every reasonable suggestion as to the mode in which the estate shall be realized in the interest of all concerned thwarted. Eventually the creditors, utterly weary of useless discussion, arrive at some hasty decision, the opposition being frequently bought off. It is surprising that this state of affairs, the preying upon the carcass of a bankrupt, has not earlier received consideration, together with certain other points in our bankruptcy laws that are generally admitted to need amendment. The remedy, as has been stated, is simple; in a great measure it is in the hands of the creditors themselves if they will only withhold their support from stray accountants and attend these meetings personally. Undoubtedly many are unable to do so, and unwilling to devote time to the recovery of something out of a loss already incurred, are glad to be relieved of trouble without additional expense. Moreover, the mode in which they are first approached throws creditors very frequently off their guard when representations such as the following are made: 'I represent Messrs. A. and B., or the Bank, and other principal creditors of Messrs. C. and D., and am instructed to look into their affairs, and in this my friends desire you to co-operate,' &c. Such is the formula sometimes adopted, in some cases with and in others without the authority of those professed to be represented. It should be distinctly understood that these observations in no way refer to the many eminent firms of accountants who are known to discountenance the practice complained of, if possible even to a greater extent than the many who with us must subscribe themselves 'Unfortunate Creditors.' We must be careful also to dissociate the above observations from those accountants who are many in number and who, as the correspondent of the *Times* says, are properly occupied in important work connected with the investigations of accounts of every description.

THE Lord Mayor's Court of the City of London is, or rather the attorneys practising in it, are, continually getting into hot water with the judges of the Superior Courts. Every term numerous applications are made, usually to the Court of Common Pleas, for rules for the issue of writs of prohibition directed to the Inferior Courts of Record. Several applications of this kind were made on Tuesday last. The most common ground of application is that the cause of action has not arisen within the limits of the jurisdiction of the Lord Mayor's Court. Lord Chief Justice Coleridge has, on several occasions, shown a strong dis-

position to fix the plaintiff's attorney with the costs when such rules are made absolute; and Mr. Justice Brett (not usually prepossessed in favour of his *confrères* of the lower branch), stated in a case which came before the court on Tuesday, "that if attorneys will go on bringing these actions in the Mayor's Court, in spite of everything the court said, they will find that their clients will have actions against them." We have before on several occasions referred to this important matter. Early in the present year a Mr. W. Brown published a pamphlet, entitled "Observations on the Jurisdiction of the Lord Mayor's Court and the prohibitions from the Court of Common Pleas," in which he stated that "It has been said that in the Court of Common Pleas it is unnecessary to do more than ask and have a writ of prohibition against any proceedings in the Mayor's Court." Whoever said so was guilty of an exaggeration; on the other hand, as far as solicitors are concerned the position is most unsatisfactory and hardly fair. It cannot be expected that solicitors will seek to fix each other with costs in such cases, and inasmuch as the court is preferred by many City commercial men to the Superior Courts, we think that the judges hardly fully appreciate the actual position of matters in many such cases.

In addition to the solicitors whose names we have already published as having been elected to the office of mayor, we have to add the following: Mr. Henry Pearson Gates, for Peterborough, admitted in Michaelmas Term 1840. Mr. Martin Kemp Welch, for Poole, admitted in Easter Term 1825. Mr. George Warner Lawton, for Eye, admitted in Easter Term 1829. Mr. John Thornhill Moorland, for Abingdon, admitted in Trinity Term 1863. Mr. Asa Johnes Evans, for Cardigan, admitted in Hilary Term 1853, and Mr. James Kempthorne, for Neath, admitted in Michaelmas Term 1861. We believe that Mr. J. E. Grubbe, barrister-at-law, has been elected Mayor of Southwold, which office he has filled on many previous occasions. The total number of solicitors so elected is twenty-two.

MR. NICHOLS MARCY, the re-elected Mayor of Bewdley, was incorrectly stated last week to be "Clerk to Magistrates, &c." This was obviously a mistake, it should have been said: Mr. Marcy was Clerk of the Peace for Worcestershire.

THE following lectures and law classes are appointed to be held at the Law Institution, Chancery-lane, during the ensuing week, viz: Monday, class (Conveyancing), 4.30 to 6 o'clock; Tuesday, ditto; Wednesday, ditto; Thursday, lecture (Common Law), 6 to 7 o'clock. To prevent interruption, gentlemen will not be admitted after the lecture has commenced.

NOTES OF NEW DECISIONS.

TRESPASS—VERDICT FOR PLAINTIFF UPON TWO OUT OF MANY ISSUES—FIFTY SHILLINGS DAMAGES—REFUSAL OF JUDGE TO CERTIFY FOR COSTS—30 & 31 VICT. c. 142, s. 5.—Where the judge at the trial refuses to certify for costs under the County Courts Act 1867, the court has jurisdiction to review such refusal, but will exercise such jurisdiction under very exceptional circumstances only. By sect. 5 of the County Courts Amendment Act 1867 (30 & 31 Vict. c. 142), a plaintiff recovering not more than £10 in an action of tort in a Superior Court, is not entitled to costs "unless the judge certify on the record that there was sufficient reason for bringing the action in the Superior Court, or unless the court or a judge, by rule or order, allow costs." The lord of the manor sued the rector of a parish for trespass in his manor. The defendant pleaded, amongst twenty pleas—not possessed, that the *locus in quo* was the freehold of the defendant, user for twenty, thirty, and sixty years, and right of way. The jury found in favour of the plaintiff's title, and in favour of the defendant as to the right of way; but they also found for the plaintiff as to one of the alleged trespasses, assessing the damages at 50s. It appeared at the trial that there had long existed disputes between the parties, and that the object of the alleged trespasses was to open up a road to the defendant's rectory, which the plaintiff, in the exercise of his legal rights, had debarred the defendant from enjoying. The action occupied two days in trying, and the plea setting up a freehold in the defendant was not formally withdrawn. Brett, J., being of opinion that the action was brought to gratify anger, refused to certify for costs: Held, first, that this court has power to review the decision of the judge at the trial; Secondly (*dubitante Denman, J.*), that the judge is not bound to certify whenever a right is put in issue; and Thirdly, that the court will not review the discretion of the judge unless it be very clearly shown that such discretion was wrongly exercised,

and a rule to allow costs refused. *Hinde v. Shephard* (L. Rep. 7 Ex. 21; 25 L. T. Rep. N. S. 500) considered. Per Lord Coleridge, C. J.—The judge was right in refusing to certify. Per Brett, J.—In considering whether to certify for costs under the statute, it is not necessary to go into the case of the defendant: (*Strachey v. Osborne*, 31 L. T. Rep. N. S. 374. C. P.)

COURT OF QUEEN'S BENCH.

Thursday, Nov. 19.

(Before COCKBURN, C. J. BLACKBURN, QUAIN, and ARCHIBALD, JJ.)

Ex parte ROWLANDS.

Articled clerk—Stamping and enrolment of copy of lost articles.

Seth Smith moved on affidavits for an order to enrol a copy of an assignment of articles of clerkship which had been lost, and that service thereunder might count from the date of execution. The affidavits disclosed the following facts: In May 1871 J. Rowlands was articled to O. D. Hughes for the usual term of five years; the articles were duly stamped and enrolled, and Rowlands served under them until the death of O. D. Hughes, which took place in Dec. 1871. An assignment of the articles was executed in Jan. 1872, by which the residue of the term was assigned to J. Hughes. The indenture of assignment was forwarded to the London agent of J. Hughes for the purpose of being stamped and enrolled, but in consequence of some omission the indenture had to be returned, and it was then mislaid and forgotten. In Jan. 1873, Rowlands discovered that the indenture was lying at his master's office unstamped; he immediately sent it off to the London agent, who again was obliged to return it. It was returned by post addressed to J. Hughes, and was lost in the transit. The fact that the indenture had again been returned was not communicated to Rowlands until Jan. 1874. A verified copy was, in pursuance of a suggestion made by the court to that effect, presented at the Stamp Office and was duly stamped.

The COURT then granted the application on the ground that the delay was not caused by any default on the part of the clerk.

Attorney for the applicant, H. Foulks Lynch.

Tuesday, Nov. 24.

Re AN ATTORNEY.

Attorney—Application for certificate—Misconduct.

EDWARD LAWRENCE LEVY, an attorney, applied to be re-admitted to take out his certificate, under these circumstances: In 1866 he had been accused of forgery and left the country, a warrant being issued against him. In 1869 he returned, was tried and acquitted; but he did not apply to be re-admitted to his certificate until 1871. In the interval he got into the service of one Turner, an auctioneer and land agent, under a false name and by means of a false character from his father. In November 1870, he entered into the service of one Cooper, an attorney, receiving a percentage on the profits of the business he introduced. In 1871, Cooper, who had for his clerks one Levite, Levy, and one Kitson, died, and Levite then entered into an arrangement with one Lind, who was on the rolls as an attorney, that Lind should continue the business of Cooper, having Levite as his managing clerk, with power to arrange with the other clerks. Under this arrangement Lind received 15s. a week for the use of his name, and Levite found funds to carry on the business, and Levy introduced business, and, indeed, it was stated, the greater part of the business, receiving £2 a week and a third of the profits of the business he thus introduced. In fact, as the Master put it who reported on the case, Lind found a name, Levite found money, and Levy found brains. Towards the end of 1871 Levy applied to be allowed to take out his certificate as an attorney, and the application was opposed on the ground of his having got into the service of the auctioneer in a false name and character. The court declined to allow the application, but held out a hope that if he satisfied them after some lapse of time that he had maintained a pure and upright character they might re-admit him to practice. In Michaelmas Term 1872, he renewed his application, and the court, other charges being made against him, referred the matter to the master for inquiry. For a year, however, he did not present himself for this inquiry, which was not made until the last summer. The facts above mentioned, as to the way in which Levy, Levite, and Lind had been engaged together, came out. Lind was called as a witness for Levy, but during his cross-examination he disappeared and never returned. Up to that time, however, Levy and Lind had been together, though Levite had left them in 1871, and was now a witness against Levy. The new charges made against Levy were these:—That he had made an affidavit denying that he had directly or indirectly prac-

tised as an attorney; that he had made an affidavit in the name of Edwards; that in one of the causes he had conducted to trial, one Godderer, whom he had known for years, and who himself said he had kept a betting office and afterwards had been engaged as an accountant, was called on his side as a witness under the name of Edwards as a surveyor and got paid for his attendance as a surveyor, when, in truth, he was not so at all; that he had conducted an action by one Brown against the Great Eastern Railway Company, in which £350 had been recovered as damages, but of which the plaintiff had only been paid £175, and of this £60 was paid by a bill not yet discharged; and, lastly, that in one case conducted in the office the endorsements of fees paid to counsel had been altered and increased, so as to represent the sums paid as larger than they really were. As to these last two cases, Levy threw the blame on the others, and the Master found that there was not sufficient evidence to convict him of having been privy to the frauds, though there was enough to raise a suspicion against him. As to Godderer, the Master found that Levy knew who Godderer was, and knew that he was not a surveyor, and that he got paid as such, though he really was not so.

Under these circumstances the case now came before the court.

O'Malley, Q.C. and Tatlock appeared for the applicant;

Garth, Q.C. and W. Murray appeared for the Law Institution, against him.

After a discussion which lasted all day, the judges consulted together, and then—

The LORD CHIEF JUSTICE said they had, though with regret, arrived at a conclusion unfavourable to the applicant. There were cases in which, when an applicant had showed himself unfit for the Profession, it was the duty of the court sternly to set themselves against him, and this was, unfortunately, such a case. On a former occasion they had said that he must satisfy them that he had retrieved his character; but, unhappily, it appeared that he had made an affidavit that, neither directly nor indirectly, had he practised as an attorney during the interval which had elapsed before his application, and it turned out that this was untrue. It turned out that there was an office in which the principal was a "man of straw," a "shadow of a name," and Levy himself was the really active party, bringing most of the business and receiving a share of the profits. What was that but indirectly carrying on business as an attorney? This was conduct for allowing which an attorney would be struck off the rolls, and which, therefore, must preclude a person from being admitted as an attorney. Then there was the transaction as to Godderer, and the extortion of money from the unfortunate defendant in the action as the fees of a pretended surveyor, who was not a surveyor at all. It was impossible to speak of this otherwise than with reprobation as a most flagrant extortion. It was impossible not to see that Levy must have known that the production of Godderer as a surveyor was a piece of iniquity, and yet he afterwards swore an affidavit of payment of the expenses of the witness as a surveyor. It was impossible, under these circumstances, to say that such a person should now be re-admitted to practice as an attorney.

Mr. Justice MELLOR was of the same opinion.

Mr. Justice LUSH also concurred, observing that the court on the former occasion had not been aware of the circumstances which had since come out, especially of the transaction as to Godderer, a piece of gross misconduct—a fraud of the worst character, a fraud committed under the forms of law. It was impossible to allow such a man to re-enter the practice of the Profession to have the power to repeat such acts in future.

Application refused.

Garth stated in the course of the discussion that he was prepared to move that Levy be struck off the rolls, but

The LORD CHIEF JUSTICE said this must be the subject of a separate application.

COURT OF COMMON PLEAS.

Tuesday, Nov. 24.

(Before LORD COLERIDGE and KEATING, BRETT, and DENMAN, JJ.)

Prohibitions to the Lord Mayor's Court.

IN the course of the day—as has frequently happened lately—several applications for prohibitions directed to the Lord Mayor's Court, were brought forward. The ground upon which the motions were made was that the whole cause of action had not arisen within the City of London. In one of the cases Lord Coleridge said that the rule would be absolute, and the plaintiff's attorney would have to pay the costs of it. It was mentioned, however, that the rule had been moved against the plaintiff himself and not against his attorney.

LORD COLERIDGE.—Then the rule will be absolute in its terms, and the plaintiff must be left to his action against his attorney.

BRETT, J.—If attorneys will go on bringing these actions in the Mayor's Court in spite of everything the court says, they will find that their clients will have actions against them.

COURT OF EXCHEQUER.

Friday, Nov. 20.

(Sittings in Banco, before BRAMWELL and PIGOTT, BB.)

Re AN ATTORNEY.

Bremner moved for a rule nisi, calling upon an attorney to answer the matters in certain affidavits. From the statement of counsel it appeared that a young woman, a general servant, having sustained considerable personal injuries through an accident on the South-Eastern Railway, the attorney in question undertook to obtain compensation for her. He eventually settled the case for £225, which amount was paid him by the company, whereas he represented to the young woman that he had only received £5 from the company, and had only paid that sum.

Rule nisi returnable peremptorily on Tuesday, granted.

MARYLEBONE POLICE COURT.

Friday, Nov. 20.

(Before Mr. MANSFIELD.)

Solicitor—Libel by.

MR. JOHN PARSONS HARRIS, solicitor, of 7, Union-court, Liverpool, appeared in answer to summonses charging him with having written or caused to be written and published certain libels of and concerning Mrs. Fanny Harrington and Mr. Frederick Thomas.

F. Mead, barrister, held Besley's brief for the prosecution.

Gully, barrister, defended.

It appeared from the opening statement of Mead that the complainants were brother and sister, and lived at 1, Grove-end-road, St. John's-wood. In April, 1872, they were appointed committees under a report of the Master in Lunacy, of the estate of the lady's husband, Mr. James Thompson Harrington, who was a lunatic. This report was subsequently confirmed by that of Lord Justice James. There had, it appeared, been some dispute between Mrs. Harrington's father and a Mr. Minton, living in Liverpool, but she knew nothing about the quarrel. The defendant was a solicitor in practice at Liverpool, and the libel complained of was the following letter, of which each of the complainants had received a copy:—

"7, Union-court, Liverpool, 31st Oct. 1874. Sir,—Mr. R. R. Minton of this town, has conferred with me as to your position and responsibilities with regard to the estate of Mr. Harrington, a lunatic, which has been committed to your care. Mr. Minton has reason to believe that you are misappropriating or improperly dealing with the estate, and I, therefore, give you notice that you have no right to apply any of the lunatic's estate to your own purposes, and that you are accountable to the Lunacy Commissioners for your conduct to the family of the lunatic, and also as to the management of his estate. Mr. Minton intends to cause full inquiries to be made into the matter, and if he finds that there has been any misdealing with the lunatic or his family, or his estate, he intends to call the attention of the Lunacy Commissioners thereto, with the view of taking the management out of your hands and placing it under proper protection, and otherwise dealing with you in the mode prescribed by law for any improper dealings which you may have been guilty of.—I am, Sir, yours obediently, J. P. HARRIS."

Mead said that Mr. Minton had nothing whatever to do with the estate, and had no authority to mix himself up in it or interfere with it in any way. There were no grounds for making such a charge against the complainants.

Mr. Frederick Thomas said that he was independent, and lived at 1, Grove-end-road, St. John's-wood. He was a brother of Mrs. Harrington, and, in conjunction with her, was appointed committee of her husband's estate. On the 2nd inst. he received the letters produced at his house. One of them was directed to him, and the other to Mrs. Harrington. She was away from home at the time and he opened both of them.

Gully said he had nothing to ask this witness. Mr. William Robert Oliver, a solicitor and managing clerk in the office of Messrs. Rogerson and Ford, of 40, Chancery-lane, said they were the London agents of the defendant. He was acquainted with his handwriting, and the signatures to the letters were his.—Cross-examined, the witness said the defendant had a large practice at Liverpool.

Gully, for the defence, contended that the letter was not a libel, as the defendant had only carried out the instructions he had received from Minton, who came to him as any ordinary client would. The letter was sent direct to the complainant, of whom the defendant knew nothing, and had not been published in any shape or form. What

attorney would be safe if writing a letter of this description was to make him liable to criminal proceedings?

Mr. MANSFIELD said there was no doubt but that it was an insulting letter, and one which no respectable solicitor would write for a client. It seemed to him to be a violently abusive letter, written to vilify the complainants, and it could not for a moment be contended that because a man was an attorney he was to hire out his pen to abuse people. He should commit the defendant for trial if it was pressed, but he thought it would be better for the parties to come to some arrangement in the matter, as by that means a great deal of expense and ill-feeling would be avoided.

The learned counsel then left the court, and after conferring together for a short time, announced that the matter had been amicably settled by the defendant offering an apology, withdrawing the letters, and paying the costs.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

BOTTERILL (Sophia), Headford, Co. Galway, spinster; £200 Government New Three per Cent. Claimant said Sophia Botterill.

DRING (Clementina), Bellvue, Cork, widow, and STOPPORD (Angelina Joseph), Ferney, Blackrock, Cork, a minor. Now of age; £107 Government New Three per Cent. Stock. Claimant said Angelina Joseph Stoppord.

GOLD-MID (Sir Isaac Lyon), deceased, of St. John's Lodge, Regent's-park, GOLD-MID (Francis), Lincoln's-inn, Barrister and GOLD-MID (Frederick David), Harley-street, Cavendish square, Esq.; one dividend £573 17s. 8d. Three per Cent. Annuities. Claimant said Francis Goldmid.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

EUPION FUEL AND GAS COMPANY (LIMITED).—Petition for winding up to be heard Dec. 4, before V.C. M.

BESSEMER STEEL AND ORDNANCE COMPANY.—Creditors to send in by Dec. 31, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to C. F. Kemp, 18, Walbrook, London, the official liquidator of the said company. Jan. 15, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

HOLLYELL LEVEL SILVER LEAD MINING COMPANY.—Creditors to send in by Dec. 4, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to J. S. Bleas, Liverpool, the official liquidator of the said company. Dec. 11, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

MILNER HALL AND HUNDRED OF LACHFORD PERMANENT BENEFIT BUILDING SOCIETY.—Creditors to send in by Nov. 29, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Jas. Reed, Mildenhall, Suffolk, the official liquidator of the said society. Dec. 9, at the chambers of V.C. M., at twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

SUBURBAN AND METROPOLITAN CO-OPERATIVE SOCIETY (LIMITED).—Creditors to send in by Dec. 19, their names and addresses and the particulars of their claims, and the names and addresses of their solicitors, if any, to F. W. Sperring, 25, Philpot-lane, Fenchurch-street, London, the official liquidator of the said society. Jan. 20, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ASTBURY (Chas.), Northwich, Chester, draper and clothier. Dec. 14; C. Chesire, solicitor, Northwich. Dec. 21; V.C. H., at one o'clock.

BLONDEL (Augustus F.), 72, Gracechurch-street, London, and 49, Trinity-square, Southwark, Surrey, West India merchant. March 1; J. R. Adams, 15, Old Jewry, chambers, London. March 17; V.C. H., at twelve o'clock.

DE CUADRA (Buenaventura), 1, Lansdown-square, Rosherville, Kent, and 43, Lime-street, London. Dec. 10; Bolton, Robbins, and Burck, solicitors, 1, New-square, Lincoln's-inn, London. Dec. 22; M. R. at Eleven o'clock.

DE LA POLE (Sir John G. B.), Bart., Chute House, near Axminster, Devon. Dec. 24; H. Martineau, solicitor, 2, Raymond-buildings, Gray's-inn, London. Jan. 8; V.C. H. at Twelve o'clock.

GLEAVE (John), Widnes, Lancashire. Dec. 23; F. H. Kendall, solicitor, Prescott. Jan. 7; M. R. at Eleven o'clock.

HENDERSON (Wm.), Lemon-tree-yard, 40, Haymarket, Manchester, jobmaster. Dec. 22; Barker and Ellis, solicitors, 15, Bedford-row, London. Jan. 11; V.C. H., at twelve o'clock.

KING (Chas.), East Dryland, Essex, shipowner. Dec. 12; H. S. Goody, solicitor, Colchester, Essex. Dec. 19; V.C. M., at twelve o'clock.

MIDDLEBROOK (Thos.), Old Swan Inn, Gargrave, West Riding, innkeeper and farmer. Dec. 4; R. Greenwood, solicitor, Skipton. Dec. 12; V.C. M., at twelve o'clock.

PEPPERDINE (Lemuel) Lincoln, gentleman. Dec. 31; T. G. Dale, solicitor, Lincoln. Jan. 14; M. R., at eleven o'clock.

SHEARMAN (Henry P.), St. Vincent, West Indies, merchant. Feb. 1; M. M. Johnson, solicitor, 20, Austinfriars, London. Feb. 15; V.C. M. at twelve o'clock.

SMITH (John), 39, Aldermanbury, London, and Somerset Villa, Blackheath, Kent, manufacturer. Jan. 2; S. R. Levin, solicitor, 32, Southampton-street, Strand, London. Jan. 14; V.C. M., at twelve o'clock.

WHITE (Wm.), North London Railway Hotel, Kilburn, Middlesex, builder. Dec. 15; Wood and Co., solicitors, 8, Finsbury, London. Dec. 23; V.C. H., at twelve o'clock.

WILLIAMS (Elizabeth A.), Gorleston, Glamorgan, spinster. Dec. 4; R. Pennington, solicitor, 6, New-square, Lincoln's-inn, London. Dec. 12; V.C. M., at twelve o'clock.

WILTON (Mary B.), 5, Hatcham-terrace, New-cross, Surrey, widow. Dec. 23; M. M. Johnson, solicitor, 20, Austinfriars, London. Jan. 7; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. C. 35.

ADAMS (Robert), South Sea House, Threadneedle-street, London, and 6, Kensington-park-gardens, Middlesex, merchant. Dec. 31; J. and M. Ponifex, solicitors, St. Andrew's-st., Holborn-circus, London.

ALLSOP (Thos.), Reading, Berks, corn dealer. Jan. 1; Hedges and Co., solicitors, Wellingford.

ANSIE (Dr. Francis E.), 18, Wimpole-street, Cavendish-square, Middlesex. Jan. 10; Vizard, Crowder, and Co., solicitors, 15, Lane in-in-fields, London.

BARRETT (John W.), formerly of Ramsforth-place, Rotherhithe, Surrey, late of 7, Augusta-place, Rotherhithe, gentleman. Dec. 31; Fairfoot and Webb, solicitors, 13, Clement's-inn, London.

BENJAMIN (Thos. R.), South Petherton, Somerset, cordwainer and shoemaker. Jan. 11; J. T. Nichollet, solicitor, South Petherton.

BROUGH (Ralph), late of Sheffield, retailer of beer, afterwards of Doncaster, out of business. Dec. 31; Furniss and Son, solicitors, Church-street, Sheffield.

CHILD (Clas.), Box Farm, Verulam Dean, Southampton, farmer. Jan. 1; J. Smith, solicitor, High-street, Andover.

COTTON (Benjamin), formerly of Trinity House, London, and of Leytonstone, Essex, but late of Chigwell, Essex, Esq. Dec. 31; Tanqueray-Williams and Hanbury, solicitors, 34, New Broad-street, London.

CURTOYS (Wm.), formerly of Hillingdon, near Uxbridge, Middlesex, late of 14, Wind-or-road, Ealing, Middlesex, Esq. Dec. 31; Wm. Carpenter, jun., 4, Brabant-court, Philip-st., London.

FIELD (Matth.), Balham, Surrey, and Courtenay-terrace, Hove, near Brighton, widow. Jan. 1; J. Hopgood, solicitor, 17a, Whitehall-place, London.

FRAMPON (John Dekewer), 32, Oxford-terrace, Hyde-park, Middlesex, Esq. Feb. 1; J. Croxey and Son, solicitors, 17, Serjeant's-inn, Fleet-street, London.

FREESTON (Edward), Norwich, Esq. Feb. 19; J. C. Copman, solicitor, Oxford-street, Norwich.

GARDNER (John), 25, Wheatley-terrace, Erith, Kent, engineer. Dec. 21; F. Parish, Erith, Kent.

GOOD (Henry), 60, Moorgate-street, London, stationer. Dec. 24; Carr and Co., solicitors, 70, Basinghall-street, London.

GRANT (Caroline), 17, Chippenham-terrace, Harrow-road, Middlesex, widow. Oct. 30; S. Smith and Son, solicitors, 1, Farnhall-inn, Holborn, London.

HATLEY (Elizabeth), Hatfield-road, St. Albans, Hertford, widow. Jan. 21; J. Sedgwick, solicitor, 66, High-street, Watford, Herts.

HOCKLEY (Elizabeth), 633, Old Kent-road, Surrey, spinster. Feb. 5; Edward Mirrams, solicitor, 5, New Inn, Strand, Middlesex.

HODGES (Christopher), formerly of Dean's-yard, Westminster, and late of Spring-grove, Middlesex, Esq. Jan. 20; Lee and Co., solicitors, 2, Broad-sansbury, Westminster, London.

HOLYER (Sarah), late of 318, Liverpool-road, Islington, Middlesex, formerly of 1, Challey Cottages, Loddiges-road, Hackney, Middlesex, spinster. Jan. 20; F. Boughton, solicitor, 48, Finsbury-square, London.

JACKSON (Isabella), 25, Gloucester-crescent, Hyde-park, Middlesex, widow. Jan. 2; J. M. Chamberlain, solicitor, 30, Basinghall-street, London.

LLEWELLIN (John), Barnsley, Pembroke, farmer. Nov. 30; Jas. Price, solicitor, Dew-street, Haverfordwest.

MERRIMAN (Ellen), Lewes, Sussex, spinster. Jan. 5; Hunt, Carrey, and Nicholson, solicitors, Lewes.

MILLER (John), formerly of Fitzroy-square, Kent, and late of Churchill House, Dover, Major in the East Kent Militia. Jan. 20; Lee and Co., solicitors, 2, Broad Sanctuary, Westminster, London.

NETTELLINGHAM (Thos. F.), 75, New-road, Gravesend, Kent, miller, cordwainer, and seedsman. Dec. 31; E. A. Hilder, solicitor, 20, Harmer-street, Gravesend.

PRINCE (Edward), 24, Marlborough-street, Islington, Middlesex, coffee house keeper. Dec. 21; S. B. Booth, solicitor, 3, Gray's Inn-square, London.

RENWICK (Robert), Middleborough, stationer and bookseller. Jan. 1; McKendrick and Bell, Corporation Hall, North-street, Middleborough.

REYNOLDS (Elizabeth), 64, Narvarino-road, Dalston, Hackney, Middlesex, widow. Dec. 31; Wm. H. Haycock, solicitor, 10, Collyer-st., Cannon-street, London.

RICHARDSON (John), formerly of Middleborough, York, surgeon, and late of Redcar, York, gentleman. Jan. 1; Jas. T. Bell, solicitor, Corporation Hall, North-street, Middleborough.

ROBERTSON (John), Cook Tavern, Kilburn, Middlesex, licensed victualler. Jan. 16; Lawson and Co., solicitors, 29, Brompton-square, Middlesex.

ROSE (Hon. Sir Geo.), 4, Hyde Park-gardens, Middlesex. Jan. 1; Cunliffe and Co., solicitors, 55, Brown-street, Manchester.

SCOTT (Henry L.), formerly of Godstone House, Sydenham, Kent, late of Burnham House, Epsom-road, Lee, Kent, and 81, Old Broad-street, and the Stock Exchange, London. Jan. 1; T. Meo, solicitor, 2, Great Westminster-street-buildings, London.

SELL (Edw.), Mount Villa, Grove-lane, Camberwell, Surrey, and 23, St. Mary Axe, London, whisky merchant. Jan. 1; J. J. Winsor, solicitor, 7, Cloudeley-street, Islington, London.

SILCOCK (James), Spiffeld Westthroughton, Lancashire, gentleman. Feb. 1; John Taylor and Son, solicitors, 1, Mawdsley-street, Bolton.

Snowdon (Geo. R.), 59, Queen's-road, St. John's-wood, Middlesex, gentleman. Dec. 21; J. Fallows, solicitor, 4, Lancaster-place, Strand, London.

STAINER (Elizabeth), 28, King Henry's-walk, Ball's Pond, road, Middlesex, widow. Dec. 23; C. G. Scott, solicitor, 4, College-street, Cannon-street, London.

SWAN (Jas.), 6, Tavistock-square, Middlesex, surgeon. Feb. 1; Matthews and Greetham, solicitors, 25, Bedford-row, London.

WALKER (Henry W.), Whitby, gentleman. Dec. 21; Gray and Pannett, solicitors, Whitby.

WALKER (John B.), 17, Clifton-gardens, Maida-hill, Middlesex, Esq. Jan. 6; Hayward and Sons, solicitors, Needham Market, Suffolk.

WALKER (Margaret), Dunsley, Newholm-cum-Dunsley, Whitby, widow. Dec. 1; Gray and Pannett, solicitors, Flowgate, Whitby.

WARD (Robert), Scarborough, gentleman. Dec. 19; Woodall and Woodall, solicitors, 32, Queen-street, Scarborough.

WILLIAMS (Thomas), Apsley House, Weston, near Bath Esq. Jan. 1; Wm. Rees-Mogg, solicitor, Chiswell Temple Cloud, near Bristol.

REPORTS OF SALES.

Tuesday, Nov. 24.

By Messrs. DRIVER, at the Mart. Cornwall, near Helston.—The Trevanno estate, comprising mansion and 77a. 2r. 4p., freehold—sold for £25,100.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart. City of London.—Freehold business premises—sold for £20,000.

St. Luke's.—Freehold ground rent of £36 10s. per annum—sold for £2230.

King's-cross.—Nos. 34 and 35, Liverpool-street, term 30 years—sold for £720.

Hackney.—A moiety of Nos. 51 to 56, Elizabeth-street, freehold—sold for £600.

Blackfriars.—The lease of No. 17, New Bridge-street, term 13 years—sold for £670.

Borough.—The lease of No. 209, High-street, term 4 years—sold for £150.

City.—The lease of No. 83, Fleet-street, term 10 years—sold for £380.

MAGISTRATES' LAW.

STOWMARKET POLICE COURT.

Monday, Nov. 16.

(Before A. C. PERTWYMAN, Esq. (Chairman),
R. J. PETTYWARD, C. TYRELL, Esq., and
Captain HORNE.)ROBERTS v. THE GREAT EASTERN RAILWAY
COMPANY.Level crossing—Statutory liability—Jurisdiction
of magistrates.

THE information was laid by Mr. Roberts, solicitor, of Debenham, and was to the effect that on the 19th Oct., at the parish of Stowupland, the company "did then and there allow the trucks of a certain goods train, belonging to the said company, to stand across the level crossing there situate."

Roberts appeared in support of his own information, and Edward Moore (from the office of Shaw, solicitor to the company) for the defendants.

Roberts, in opening the case, said the charge against the company was for unlawfully allowing the trucks of a goods train to stand across the crossing. He thought he should be able to show that the stoppage of the public traffic at this crossing was unlawful, and in order to do that he must refer to several Acts of Parliament. The Great Eastern Railway Company was noted for having an almost innumerable number of Acts of Parliament, but he would try to select out of the chaos those which were pertinent. He (Roberts) asked whether any gentlemen on the bench had shares or was in any way interested in the company.

Moore said he had no intention, for his own part, of raising any objection of the kind.

The Chairman intimated that he was not in any way interested in the company.

Roberts then called attention to the various clauses in the different Acts which were brought under the notice of John Worledge, Esq., when the case was before the County Court, including certain sections of the 8 Vict. c. 70. He also quoted from the 8 & 9 Vict. c. 8, s. 25, in which he said special mention was made of this level crossing. He next called attention to the Railway Consolidation Act 1863, and to the 10 & 11 Vict. c. 74, by which the Ipswich and Bury St. Edmunds railway was amalgamated and incorporated with the Eastern Union Company.

Some argument ensued, in the course of which Mr. Moore complained that the time of the bench was taken up unnecessarily, as the quotations made by Mr. Roberts had nothing to do with the point at issue, as he should be able to show. Certain of the Acts had been repealed, but independent of any objection of that kind, he should have to contend, with ample grounds for the contention, that the magistrates had no jurisdiction. In reply to the chairman, Mr. Moore said the level crossing in question was not mentioned in sect. 8. Mr. Roberts read sect. 9, and Mr. Moore pointed out that the margin to that section showed that it referred to new railways only. Mr. Roberts contended that it did not, and the bench retired to consider the point, and on their return, the Chairman said the bench were of opinion that sect. 9 did not apply to this particular level crossing. The same remark would apply also to sect. 10. Mr. Roberts next referred to sects. 99 and 104 of 25 & 26 Vict. c. 223, remarking that it was clear that it was unlawful to allow any engine, carriage, or truck to stand across a level crossing.

Moore said, supposing it was unlawful, he should be glad if Mr. Roberts could show that the magistrates had power to deal with it. He (Moore) might say at once that the magistrates had no such power, and he mentioned it thus early as it might save a good deal of time.

Roberts read the clause, and in continuation alluded to the 26 & 27 Vict. c. 92, of the Railway Clauses Act, 1863, and said sect. 5 provided that it should not be lawful to allow any engine, carriage, or truck to stand on the level crossing. He also pointed out that in section 6 the penalty fixed for an offence of this kind was £20. It had been said that his object in taking these proceedings was to take advantage of the penalties. That was not his object. He was there that day as the champion of the town of Stowmarket, and was desirous of ascertaining whether or not persons were to be kept waiting many minutes at this particular crossing whilst the company's engines took in water. He merely wished to have it publicly stated that it was unlawful for the company to do this; and if Mr. Moore would, on behalf of the company, admit that the act was an unlawful one, and would promise that for the future people should not be kept waiting at the crossing, he (Roberts) would not press for any penalty. It was clearly an illegal act to allow a train to stand on the crossing, and even this morning he was detained by trucks.

Moore objected to Mr. Roberts going into anything that occurred this morning.

The CHAIRMAN said Mr. Moore had been brought down here on a specific charge, and it would be far better to keep to that.

Roberts said he thought he had shown that it was unlawful of the company to do that of which he had complained, and it could hardly be supposed that the Act of Parliament would have made an express provision like that without providing a remedy. Sect. 6 of the 26 & 27 Vict. c. 72, had fixed the penalty at £20. With respect to the evidence—

Moore said he thought, before the evidence was gone into, that he was entitled to show that if even that which was done was unlawful, the magistrates had no power to deal with the matter. If the bench thought they had power, under the Acts of Parliament, to inflict a penalty for allowing carriages to stand on a crossing, he must ask to have pointed out to him which section it was. There was really no such power, and it was perfectly useless going into the evidence unless the magistrates had power to deal with the case.

Some argument ensued upon the point, in the course of which Moore asked that the magistrates would consider the point as to whether they had power to deal with the case.

The magistrates accordingly retired, and after an absence of several minutes returned into court, when,

The CHAIRMAN said.—The magistrates have come to this decision: First, that the Acts 8 & 9 Vict. are repealed; second, that the 99th section of the 25 & 26 Vict. applies to certain roads only, and Stowupland is not mentioned. Next, I want to ask you, Mr. Roberts, if you are prepared to bring before us any rules and regulations that have been made by the Board of Trade in reference to this railroad?

Roberts.—Not at present.

The CHAIRMAN.—Then, under the circumstances, we are of opinion that sect. 104 of the 25 & 26 Vict. is the section which undoubtedly relates to this summons, and that is that it shall not be lawful for the company in shunting to allow any engine, carriage, or truck to stand on the crossing. We are of opinion that an illegal act has been committed, but we are of opinion that we have no jurisdiction in this case, but that the remedy is by indictment.

Roberts.—That expression of opinion is all I wish for.

Moore applied for the company's costs, remarking that proceedings had been taken against them in the County Court and now at the Petty Sessions, and it certainly looked a good deal like harassing the company needlessly.

The CHAIRMAN (after consulting with his brother magistrates in the ante-room) said the magistrates were of opinion that an act had been committed which was contrary to the Act of Parliament, and, therefore, each party must pay his own costs.

MARITIME LAW.

NOTES OF NEW DECISIONS.

SUPPLEMENTARY CARGO.—Plaintiffs, a continental bank, having contracted to sell and ship to the defendants 1400 quarters of rye, to be paid for by an acceptance at three months, put the rye on board the *Agatha*. The vessel proved to be capable of containing from 200 to 300 quarters more grain than the quantity shipped, and therefore the plaintiffs filled up the vacant space with maize. One bill of lading only was given for the cargo, and the plaintiffs wrote on the 24th April to the defendants, with the invoices and drafts: "The maize is on the same bill of lading as the rye . . . as there would, no doubt, be a loss on the maize, we presume you will wish to leave it for account of shippers; but if you will accept the bill we will get an undertaking from the bank to hold you harmless for so doing." The defendants, who had made a sub-sale of the cargo, replied: "The drafts and invoices of this cargo are to hand, and we observe that the bills of lading are in the hands of the . . . bank. We think . . . we are entitled to ask a guarantee from the bank that the *Agatha* shall deliver the weight specified in the invoice. Would you have the kindness to ask the bank for this, and telegraph to us . . . their acquiescence, or the contrary? We would be obliged also by a copy, or the original, of the charter-party, and copy of the bill of lading for our Government. We leave, as you suggest, the maize to the shippers; the transaction in rye is a very bad one. We return you enclosed draft invoices of maize." On the 8th May the defendants refused to accept the bill of exchange for the rye, upon the ground that the plaintiffs had not given them a proper bill of lading. In an action for such non-acceptance: Held (in error from the Court of Exchequer), that the defendants had, by a new agreement, waived any objection to the bill of lading in respect of the maize being included therein, and were therefore liable: (*Imperial Ottoman Bank v. Cowan*, 31 L. T. Rep. N.S. 336. Ex. Ch.)

REAL PROPERTY AND
CONVEYANCING.

NOTES OF NEW DECISIONS.

TRUSTEE—CREDITOR'S TRUST DEED—LUNACY OF TRUSTEE—APPOINTMENT OF NEW TRUSTEE BY COURT—TRUSTEE ACTS.—Where one of the trustees of a trust deed registered under the Bankruptcy Act 1861, has become of unsound mind, and the deed contains no power to appoint new trustees, the Court of Chancery has jurisdiction under the Trustee Act to appoint a new trustee instead of the trustee so becoming of unsound mind. *Re Price's Trust Deed* (19 L. T. Rep. N. S. 113; L. Rep. 6 Eq. 460), followed: (*Re Donnings-thorpe*, 31 L. T. Rep. N. S. 369. Chan.)

SPECIAL POWER OF APPOINTMENT—APPOINTMENT TO TRUSTEE FOR OBJECT—PROPOSED TRANSFER TO TRUSTEE NAMED BY DONEE OF POWER.—A testator, having a special power of appointment over £10,000, in exercise of her power appointed that the same should be held by the trustees of her will upon certain trusts therein mentioned for the benefit of the objects of the power. She also appointed that the said sum of £10,000 "should be paid and transferred unto" the trustees of her will: Held, that the proposed transfer was not authorised by the power: (*Bush v. Aldam*, 31 L. T. Rep. N. S. 370. V.C. M.)

MORTGAGE BY INSOLVENT PERSON—MORTGAGE EXECUTED UNDER GENERAL POWER OF ATTORNEY—PAST DEBTS—INVALIDITY OF MORTGAGE.—The chairman of a company borrowed of the company a sum of money in Jan. 1872. Soon afterwards he gave the secretary of the company a general power of attorney to execute for him all deeds that might be necessary, and in August left the country and never returned. On the 1st Nov. 1872, the secretary, purporting to act under the power, executed a mortgage to the company to secure the sum borrowed by the chairman. In the following month the chairman was adjudicated bankrupt: Held, that the mortgage was invalid as not being authorised by the power of attorney, and that it was not necessary to decide whether it was void as a fraudulent preference. Decision of Malins, V.C. affirmed on different grounds: (*Re Boules' Mortgage Trust*, 31 L. T. Rep. N. S. 365. Chan.)

BENEFIT BUILDING SOCIETY—MORTGAGE—POWER OF SALE—FUTURE INSTALLMENTS.—A member of a benefit building society obtained an advance on his shares on executing a mortgage in the form prescribed by the rules, by which he covenanted to repay the advance, with interest, by monthly instalments, extending over a period of seven years. The mortgage contained a power of sale in the event of default by the mortgagor in payment of the subscriptions, fines, and other payments which should become due from him in respect of his shares, and of the sum advanced to him; and the trustees of the society were to retain out of the proceeds of sale in the first place, all the costs and expenses occasioned by the non-payment of the subscriptions, fines, and other moneys, and in the next place all subscriptions, fines, and other sums of money and payments, which should be then due, or which would afterwards become due in respect of the shares during the then remainder of the period of seven years, it being agreed by the parties to the deed, that in case any such sale should take place, all the moneys which would at any time afterwards become due from the mortgagor in respect of the shares according to the rules of the society, should be considered as then immediately due and payable; and the surplus (if any) was to be paid to the mortgagor. The mortgagor made default, and the mortgaged premises were sold by the trustees of the society: Held (reversing the decision of one of the registrars) that the society were not entitled to retain the full amount of all the monthly instalments for the unexpired portion of the seven years, but only so much thereof as represented principal money: (*Ex parte Osborne*; *Re Goldsmith*, 31 L. T. Rep. N. S. 366. Chan.)

TRUSTEE—FEME SOLE—APPOINTMENT OF NEW TRUSTEE.—A feme sole appointed trustee instead of one of three trustees, who had died. *Re Campbell's Trusts* (31 Beav. 176) followed: (*Re Berkley*; *Berkley v. Berkley*, 31 L. T. Rep. N. S. 365. Chan.)

FOREIGN BILL OF EXCHANGE—ADHESIVE STAMP—CANCELLATION—ADMISSIBILITY OF EVIDENCE—OBJECTION BY PLEA—30 & 31 VICT. c. 97.—By sects. 24, 51, and 54 of the Stamp Act 1870, a foreign bill, in order to be admissible in evidence, requires only that the proper stamp should have been duly affixed. Although not cancelled, if the holder proves that the proper stamp was affixed before the bill came into his possession, the burden of proof that it was not duly stamped is thrown upon the person objecting to its admission. *Semble*, that such an objection can be raised only by plea. (*Marc v. Rony*, 31 L. T. Rep. N. S. 372. Q. B.)

COUNTY COURTS.

BLOOMSBURY COUNTY COURT.

Friday, Nov. 20.

(Before GEORGE LAKE RUSSELL, Esq., Judge.)

LE BLANCH v. LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Railway — Carriage of passengers — Delay — Damages—Onus of proof—Evidence of guard of train—Admissibility—Cost of special train.
In this case the plaintiff was in the common form to recover damages from a railway company for failing to carry the plaintiff as a passenger from Liverpool to Scarborough, at the time advertised in the train bills.

Charles Russell, Q.C. (specially retained), and F. Octavius Crump, were counsel for the plaintiff.

R. E. Webster was for the company.

The facts proved were that the plaintiff, on the 18th Aug., took a first class ticket by the express for Leeds, which is advertised to leave Liverpool at 2 p.m., and arrive at Scarborough at 7.25. This train communicates with a North-Eastern train at Leeds, where the London and North-Western line ends. It was timed to arrive at Leeds at 5, and the North-Eastern train on to York is timed to leave at 5.20. Owing to delay in starting the train arrived late at Manchester, where there was a great number of passengers collected, and finally arrived at Leeds twenty-seven minutes late, when the North-Eastern train had left. The plaintiff went on to York by the next train, but finding at York that he could not reach Scarborough till late at night, he hired a special train for the cost of which he sought to recover.

The following conditions are contained in the company's time tables:—

"The companies do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention."

"Each company incurs no responsibility of any kind beyond that which arises in connection with its own trains and boats in consequence of passengers being booked to travel over the railways of other companies, such through booking being only for the convenience of the passengers; nor will the companies be responsible for the trains or boats being delayed or not meeting the trains shown in correspondence, nor for any consequences that may result to a passenger thereby."

"Time bills. The published train bills of the company are only intended to fix the time at which passengers may be certain to obtain the tickets for any journey from the various stations, it being understood that the trains shall not start before the appointed time. Every attention will be paid to ensure punctuality as far as it is practicable, but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention. The right to stop the trains at any station on the line, although not marked as a stopping station, is reserved."

"The granting of tickets to passengers to places off the company's lines is an arrangement made for the greater convenience of the public, but the company do not hold themselves responsible for any delay, detention, or other loss or injury whatsoever arising off their lines, or from the acts or defaults of other parties, nor for the correctness of the times over the lines of other companies, nor for the arrival of this company's own trains in time for the nominally corresponding train of any other company or party."

The plaintiff's ticket had printed on its reverse side—

"Issued by the London and North-Western Railway Company, subject to the company's regulations and to the conditions in the time tables of the respective companies over whose lines this ticket is available."

Russell, Q.C., having stated the facts, said, that the conditions were controlled by the words "subject to every attention being paid." He conceded that the company were not insurers, but save in the case of *vis major* or unavoidable accident they would be bound to carry within a reasonable time.

Webster admitted that the train was late, but disputed the negligence, and that the delay was unreasonable.

The plaintiff having been called, stated the facts as above detailed, and said that at Manchester a friend who was travelling with him asked a guard why the train was detained. The guard said that owing to the express arriving late at Manchester passengers went by it who would have gone by the next train.

Webster objected to anything said by a guard not identified as the guard of the train being admitted as evidence.

Russell contended that it was not the case of a porter, whose evidence might be objected to; but

a guard was surely an authority as to the reason of a train being detained.

His HONOUR admitted the evidence, subject to the objection.

At the close of the evidence for the plaintiff,

Webster submitted that there was no case. The onus was on the plaintiff to prove that the delay was caused by the negligence of the railway company: (*Czech v. The General Steam Navigation Company*, L. Rep. 3 C. P. 14.)

His HONOUR.—Time not having been kept, is it not for you to show that something accidental happened?

Webster referred to the words of the condition that the company would not be liable for any loss, inconvenience, or injury which might arise from delay or detention.

His HONOUR.—If those words stood alone I should say they were illegal.

Webster.—I concede that they do not protect us from the consequences of our negligence. The head note in *Czech's* case was this: "Goods were shipped on board a steamer under a bill of lading, which contained an exception from liability for 'breakage, leakage, or damage.' The goods were found at the end of the voyage to be injured by oil. It was proved that there was no oil in the cargo, but that there were two donkey engines on deck near the place where the goods were stowed, in lubricating which oil was used; there was no direct evidence of how the injury to the goods occurred. In an action against the shipowners: Held, that the exception did not protect the shipowners from liability for damage accruing through the negligence of their servants, but that it did shift the onus of proof, and that it was incumbent upon the plaintiffs to prove affirmatively the negligence of the defendants' servants." His first point was that there was no affirmative proof of delay occasioned by the negligence of the defendants' servants. The only evidence was that of a conversation with an official not identified. Secondly, the times put forward in the time tables of the company were not of necessity evidence of reasonable time, but evidence of time which the company think they can carry in, coupled with the condition that there may be delay which they cannot control. The company, by their time bills, contracted that up to a certain hour passengers should be certain to secure a seat, not that the train should positively start at that hour. Had plaintiff taken the next train at York, he could have arrived home at ten. Thirdly, granting tickets off the company's line was simply for the convenience of the public. The company did not thereby incur liability for the acts of servants of other companies, over whose lines they had running powers. As to damages, he submitted that the plaintiff, if entitled to recover, could only recover nominal damages. He was not bound to get to Scarborough at any particular time, and should have gone on in the cheapest way he could.

Evidence was then called for the defence, and the delay accounted for by an excess of passengers and excess luggage.

Russell, summing up for the plaintiff, contended that the condition as to liability off the company's line did not apply in this case, as the interruption all occurred on the company's line. He should, however, have been prepared to contend that the line over which a company had running powers was for all purposes of liability the line of the company. The negligence of the servants of the company over which there were running powers were *pro hac vice* the negligence of the servants of the company. He referred to *Roscoe's N. P. Ev. tit. "Actions against Common Carriers,"* and on the general question of liability quoted *Serjeant Wheeler's* remarks in *Turner v. The Great Western Railway Company*, cited in *Mr. Stonor's* judgment, in *Becke's* case, reported in the *LAW TIMES*. On the subject of damages he claimed to be entitled to the cost of the special train, and cited *Buckmaster v. Great Eastern Railway Company* (23 L. T. Rep. N. S. 47.)

His HONOUR reserved judgment.

Solicitors for plaintiff, *Argles and Rawlins*.

Solicitor for defendant, *Solicitor to the Company*.

LAMPETER COUNTY COURT.

Wednesday, Oct. 21.

(Before THOMAS H. TERRELL, Esq., Judge.)

DAVID H. JONES.

Right to drain land and cause water to flow in unnatural quantities over adjoining land.

David Lloyd for plaintiff.

Thomas Jones for defendant.

John Davies, of King's Park, in the parish of Pencarreg, was plaintiff; and Herbert Jones, of Coedmore, in the same parish, was defendant. The plaintiff claimed £4 10s., amount of damage alleged to have been sustained by him, by reason of the defendant having from the month of Nov. 1868 to the month of March 1874, caused certain water running in certain drains made by

the defendant, on his land, situate in the parish of Pencarreg, to flow over the plaintiff's land. From the evidence given by the plaintiff and his witnesses, it appeared that the plaintiff and defendant held adjoining lands, the boundary between which is a raised mound fence. The defendant's land is bounded on one side by a small brook, and the natural flow of the surface and rain water on such land is partly towards the brook, and partly in the direction of plaintiff's land. About seven years ago the defendant drained his land, but instead of making the drains with inclination towards the brook, the defendant constructed the same in such form that the outlets of all were close to the boundary fence, and a much larger quantity of water than would naturally flow poured over the plaintiff's land through certain holes in, and by percolation through, the boundary fence, and more particularly over a part containing about two acres which, previously to the construction of defendant's drains, was capable of cultivation. The plaintiff's corn, however, has since been injured by the defendant's drainage water to the extent of about 15s. per annum. It also appeared that the defendant had diverted a quantity of water from a public road into his own land, from which he conducted it by means of a drain into the plaintiff's land. It was stated that the defendant might at a trifling outlay by means of a drain by the side of the boundary fence, and on his own land, have conveyed all the water flowing from the drains into the brook; but he declined to do so, although he had agreed to make such drains pursuant to the suggestion of a respectable land agent to whom both parties had agreed to refer the matter. It was contended on the part of the plaintiff that inasmuch as the defendant had by means of the drains poured water in a concentrated form over the plaintiff's land (part of which had not previously been injuriously affected by surface water) the plaintiff was entitled to recover.

His HONOUR, at the conclusion of the plaintiff's case, held that the defendant was justified in the course he had adopted, and the plaintiff was nonsuited.

BANKRUPTCY LAW.

ULVERSTON AND BARROW-IN-FURNESS COUNTY COURT.

Thursday, Nov. 12.

(Before T. POSTLETHWAITE, Esq., Registrar.)

Re SAMUEL CROFT.

Receiver—Negligence—Employment of debtor—Misappropriation

THIS matter has been before the court at different times. On the last occasion it was agreed that the general accounts should be adjourned, and that for the present the inquiry should be confined to the passing of the "cash account." This account was examined before the court on the 2nd inst., when there appeared to be due thereon from the receiver to the trustee the sum of £53 8s. 10d.; £24 18s. 9d. of this sum was admitted, the rest being disputed.

F. Taylor, solicitor, appeared on behalf of the receiver; and Nalder, on behalf of the trustee, and the Registrar reserved his decision.

The REGISTRAR now said:—On the 29th July last, the debtor, Samuel Croft, filed his petition in this court. On the afternoon of the same day Mr. John Bland was appointed "receiver and manager of the property and business," giving a bond, with one surety, in the sum of £500, for the due performance of his duties, and taking possession the next day. There being considerable stock-in-trade (upwards of £800), it was thought advisable by the debtor's solicitors, and so represented by them and by the debtor himself to the court, that it would be greatly to the interests of the creditors to keep the business on foot, or "a going concern," until the first meeting of creditors, which was convened for the 14th Aug., and for that purpose it might be necessary for the receiver to employ the debtor as his agent or servant; he was told by the Registrar that if he did so he must look properly and carefully after him. The receiver did engage the debtor to superintend the business, and to collect accounts for payment of the men's wages, &c., at a salary of £2 10s. per week, but the receiver, by his own admission, from the moment of taking possession to quitting the premises, exercised no control or supervision whatever over the debtor, but left everything to him in the same manner as if he had never filed his petition, "believing in his honesty." Whilst employed in the above capacity the debtor collected various sums of money, and applied the sum of £16 1s. to his own use between the time of the receiver taking possession of the stock and the first meeting of the creditors. During the interval which elapsed between the first meeting of creditors and the acceptance of the office of trustee by the person appointed, the receiver continued in possession of

the property and business of the debtor, and in writing authorised him to collect other moneys belonging to the estate for payment of wages, &c.; the sum of £12 9s. 1d. of these moneys the debtor also applied to his own use, the sums together being £28 10s. 1d. On the investigation of the "cash account" the above facts transpired. It was somewhat ingeniously contended by Mr. Taylor that the receiver could not be held responsible or liable for the payment of the above sum, that the debtor (who, I may remark, has absconded) was bound to give up the whole of his property to his creditors, and that proceedings should have been taken by the trustees to bring him before the court, and that an order for the payment of the above sum should or could have been made upon him, and in default of obedience thereto he could have been committed for contempt. That this view of the case was implied or sanctioned by a case which has already been decided on appeal before the Chief Judge, namely, *Ex parte Waters*; *Re Waters* (30 L. T. Rep. N. S. 766), in which, at the instance of trustees such an order had been made upon a defaulting debtor who had been employed by them to collect accounts, and that the receiver in the matter now under consideration stood in a similar position or in the same relation as the trustee in the case above referred to. Now the answer to this is, that it must be admitted that the duties and responsibilities of a receiver are not very strictly defined by the Bankruptcy Act, but I do not think he stands in precisely the same position as a trustee who is appointed by the creditors. The receiver in bankruptcy is more in the nature of a receiver appointed over an estate by the Court of Chancery. He is appointed by the court, and has been described by the Chief Judge as "an officer of the court." It would be a strange maxim in law to admit that a receiver, an officer of the court, cannot be held amenable for his own conduct, but be exempt from all responsibility, and that in the face of the bond, which he can be called upon to give, and did give in this instance before entering upon the office, and notwithstanding also 299 of the General Rules. It is true that a debtor is bound to give up all his property to his creditors, and can be even criminally punished if he does not do so, but *non constat* that the receiver can plead that as an excuse or legal justification for his own negligence. In the case cited the responsibility of the trustees was not the question brought before the appellate court, and I may remark I am not aware that as regards a "trustee in bankruptcy" he is any more freed or exempt from responsibility, when negligence is proved against him, than trustees generally. I do not think, therefore, that when fully examined the case of *Ex parte Waters, re Waters*, governs the case before me. I must, therefore, make an order upon the receiver for payment of the full sum of £53 8s. 10d., not only on account of flagrant negligence on his part, but on the express ground also that the debtor, at the time he collected the moneys in question, was the hired and paid servant of the receiver. I must add that the decision now given must not be taken as in any way affecting or prejudicing other questions which may be subsequently brought before the court arising out of the same receivership. As it was intimated to me in the course of the argument, in the event of my decision being adverse to the receiver, it might be appealed against, I have deemed it better to give the decision in writing, fully embodying the facts, and so to facilitate an appeal should the idea be persisted in.

LEGAL NEWS.

THE sitting in the European Assurance Arbitration, which was appointed to commence on Thursday last, has been postponed in consequence of the illness of Lord Romilly.

LANCASHIRE WINTER ASSIZES.—The Commission for holding these Assizes was opened at Manchester on Thursday last, and will be at Liverpool on Tuesday, 8th Dec. The trial of special jury causes will commence at Manchester on Tuesday, 1st Dec. and at Liverpool on Saturday, 12th Dec.

THE Local Government Board has issued a circular drawing the attention of the assessment committee to the Rating Act 1874, which was passed during the last session of Parliament to amend the law respecting the liability and valuation of certain descriptions of property for the purpose of rates.

THE GREAT SEAL.—A large amount of work seems to be got out of the Great Seal. The "Porter to the Great Seal" informs the Legal Departments Commissioners that the quantity of wax used is about 40wt. per month. The Porter says he has charge of the Great Seal during the day, and delivers it up to the Lord Chancellor the last thing at night. The Porter is in attendance for nine hours a day, and longer at times in the Parliamentary Session, as he has to remain at the

House of Lords until that House is up, and then go to the Lord Chancellor's house after him with the Great Seal. The Porter adds that he never had more than a week's holiday in a year.

THE LICENSING ACT OF 1872.—An important return respecting the Licensing Act of 1872 has been issued. It was moved for by Mr. W. Rathbone, M.P. In all England and Wales, during the year ended with Michaelmas 1873, there were upwards of 253,000 licenses granted for the sale of wine, beer, and spirits—namely, to licensed victuallers, 132,000; to beersellers, 94,000; and 17,000 to retail dealers in wines and in spirits. The number of persons taken into custody or otherwise brought before the county and borough magistrates for "drunkenness or offences including a charge of drunkenness" during the year was, in round numbers, 201,000. Of this number 193,783 were convicted. In this drunken multitude 12,253 offenders had been convicted for the second time, 3904 for the third time, and 3418 had experienced four or more convictions.

THE CITY OF LONDON COURT.—At the last meeting of the Court of Common Council, Mr. F. Kent, chairman of the Law and Parliamentary Committee, brought up a report from them on a reference as to a letter of Mr. Commissioner Kerr, the judge of this court, relative to fees in admiralty jurisdiction, with the opinion of the law officers of the Corporation thereon, and recommending that from and after the 1st Jan. last the judge should be paid £300 per annum for the discharge of all duties in respect of the admiralty jurisdiction, and that £1000 be paid to him for the discharge of those duties on the 31st Dec. last. To that Mr. H. E. Murrell moved an amendment that the report be not agreed to, but that an answer be sent to the effect that, as by the arrangement with the judge, in June 1869, his salary was increased by £600 a year, and it was agreed that all claims made by the judge against the Corporation should be entirely withdrawn, and that, as regarded the admiralty jurisdiction, no claim should be made by him in respect of the fees, but that whatever was done by Parliament or the Treasury to remunerate other County Court judges having admiralty jurisdiction for their services in that respect the Corporation should either do, or concur in doing, for the judge of the City of London Court, the Court of Common Council were of opinion that the arrangement should not be disturbed. After a long debate, the amendment of Mr. Murrell was carried by a majority of fourteen in a court of eighty-four members.

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE INTERMEDIATE EXAMINATION.

MICHAELMAS TERM, 1874.

I. PRELIMINARY.

Questions 1 to 5 inclusive.

II. FROM CHITTY ON CONTRACTS.

6. What is the legal distinction between contracts which are void and those which are voidable only? Give examples of each.

7. Can a contract by an infant, other than for necessities, be ratified by him after full age, so as to become binding?

8. What terms are implied in a general hiring of a domestic servant?

9. When is a master liable for the wrongful acts of his servant?

10. A debtor sends to his creditor a cheque on his bankers for the amount of the debt; under what circumstances would this operate as payment?

11. The consignor of goods delivers them to a common carrier to be delivered to the consignee; what is the common law liability of the carrier, and with whom is the contract for the carriage presumed to be made?

12. By what acts or events is the authority given to the agent by the principal determined?

III. FROM WILLIAMS ON THE PRINCIPLES OF THE LAW OF REAL PROPERTY.

13. Explain the nature and origin of an estate tail. How was it barred before the Fines and Recoveries Act, and how since?

14. What is the rule in Shelley's Case? Give an illustration.

15. What are dower and curtesy respectively? Give the history of the various modes of barring dower.

16. How does joint tenancy arise, and how is it determined? What is the meaning of the maxim "Jus accrescendi præfertur ultimæ voluntati?"

17. When was the Wills Act passed? How were wills of real and personal property respectively executed before the Act, and how since?

18. Give the date of the Statute of Uses. What was it intended to effect, and how was its intention defeated?

19. Explain the meaning of the terms Equity of Redemption and Foreclosure.

IV. FROM HAYNES' OUTLINES OF EQUITY.

20. Is there any property in trade marks, and on what principle will a court of equity interfere to prevent the imitation of trade marks?

21. State the leading principles of the doctrine of election.

22. What changes in the legal status of married women were effected by the Married Women's Property Act 1870, and in what particulars was such Act modified by the Amendment Act of last session?

23. State the respective remedies for restraining public and private nuisances.

24. What are the functions of the conveyancing counsel of the Court of Chancery?

25. State the effect of the Act 20 & 21 Vict., c. 37, known as Malins's Act, as regards a wife's reversionary interests.

26. What right of survivorship has a wife in her equitable interests?

V. BOOK-KEEPING.

27. Explain what is meant by the term "capital" in a business.

28. What is a "trial balance," and what is its practical use?

29. If a merchant receive a three months' bill, dated Dec. 1, on what date should he enter it in his bill book as "payable," and if a Bank holiday should fall on the date on which it would otherwise be "payable," ought the merchant to enter it as payable on the day before or on the day after the Bank holiday?

30. Explain what is meant by "short" bills of exchange receivable and not yet due.

31. Explain the meaning of a "rest" in an account stated.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

MANAGING CLERKS.—I also am interested in the correspondence which is appearing in your paper concerning the unhappy state of "Managing Clerks." I can fully bear out by experience the assertion of "A London Managing Clerk" that the competition is so great solicitors can exact almost their own terms. Now I think that a "union" would not only benefit its members, but also, both by the publicity which the facts brought before it would necessarily attain, and also in more indirect ways, keep such of the public as would be likely to enter the legal Profession pretty well informed of what they might expect should they so decide. Unless I am much mistaken, one of the chief reasons why our Profession is becoming so much overrun is the great ignorance of all legal matters which prevails outside. It is obvious that, should this view be correct, a "union" would do much towards remedying it. There appears in your paper, side by side with the letter of "A London Managing Clerk," a statement that there are as nearly as possible as many lawyers as there are doctors in England, and, further, that there is one lawyer for every 1240 of the population. These two facts, could they be brought home to persons intending to be articulated, would surely have a large deterrent influence, for it is obvious that whilst every man, woman, and child at times requires a doctor's services, there are a very large proportion of men, and especially of women and children, who furnish no employment whatever for a lawyer; and that, if there be 1240 population only to each solicitor, there cannot be a very large allowance of good clients. I think that any well-conducted society or union of managing clerks—who, I of course assume, are solicitors—would meet with ample support in London.

ANOTHER LONDON MANAGING CLERK.

DUTY ON BUILDING SOCIETIES' MORTGAGES.—I think your correspondent "An Irish Solicitor," has not duly considered the Acts relating to these mortgages. I have very carefully gone through them, and come to the conclusion that a building society certified under 6 & 7 Will. 4, c. 32, will, until it shall have obtained a certificate of incorporation under the Building Societies' Act 1874, remain entitled to exemption from stamp duty, by reference to the 6 & 7 Will. 4, c. 32, as modified by the 112th section of The Stamp Act 1870.

A MANAGING CLERK.

The throat and windpipe are especially liable to inflammation, causing soreness and dryness, tickling and irritation, inducing cough and affecting the voice. For these symptoms use glycerine in the form of jubes. Glycerine in these agreeable confections, being in proximity to the glands at the moment they are excited by the act of sucking, becomes actively healing. 6d. and 1s. packets (by post 8 or 15 stamps), labelled "James Epps and Co., Homoeopathic Chemists, 48, Threadneedle-street, and 170, Piccadilly."—[ADVT.]

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

28. SPECIFIC PERFORMANCE.—A. advertised freehold property for sale; B. applied, price was too high. B. eventually wrote A. offering a sum of money for the property if freehold and title free, on the actual possession being given to him; offer to be accepted or declined in a month. A. wrote accepting B.'s offer. A. purchased out tenant's possession. Can B. demand forty years title, or must he not take A.'s title, which dates from admittance about eighteen years? A. purchased of the party admitted, who was also the freeholder.

LEX.

29. CONVEYANCING.—A. B. was possessed of six leasehold houses which were mortgaged to a building society. Being in straitened circumstances he was obliged to dispose of one without of course the knowledge or consent of the mortgagees; and the lease being in the mortgagee's possession, no assignment was made. A. B. has since died, leaving his property to his executors in trust for his wife, and after her death to be divided amongst his children. The purchaser now requires a proper assignment, and it is assumed that the deed must recite the fact of the contract for sale, &c. having been made by A. B., and that the purchaser now requires it to be properly assigned, &c., or will an assignment direct from the trustees be effectual, or which course should be adopted? B. L.

30. SOLICITOR TO COMPANY.—Will you please inform me whether it is lawful for a public company to arrange with their solicitor that he shall receive a salary in lieu, not only of all costs payable by the company, but also in lieu of all costs recoverable against other parties. The effect of such an arrangement would be that a company might in certain events derive considerable profit out of their solicitor, and thus become, *quoad* the business done for them, his partner, without any liability or risk?

X.

31. CONVEYANCE.—Freeholds were conveyed to A. to the ordinary uses to bar dower. A. mortgages same freeholds by appointment and grant to B. and C. A. has now paid off the mortgage and sold to B. There has been no reconveyance. B. and C., as mortgagees, grant and convey, and A., as owner of the equity, "in exercise of the power for this purpose given to him by the hereinbefore recited indenture of the &c., as aforesaid, and of all others powers, if any, him hereunto enabling, doth hereby appoint, and by way of further assurance doth hereby also grant and confirm unto the said D." Is this regular, or should there not (if the power of appointment could be really exercised a second time) first have been a reconveyance to A. to enable him to again appoint and grant? C. B. A.

32. TOLL.—A cab is hired from a stand, and drives through a turnpike gate, and the fare pays the toll. The cab is then hired by another fare, and returns through the same gate, and the tollman demands a fresh toll, as the vehicle, according to his contention, is in the possession of another person. Can a fresh toll be demanded on every occasion that the cab passes through the gate with a different fare in a day?

X. Y. Z.

33. ARTICLED CLERK.—I shall be obliged if any of your readers will answer the following question in your next issue, and give authorities (if any) on the point: If a parish clerk (which, of course, is a freehold office), who is about to be articulated to a solicitor, appointed a deputy to act as clerk in his stead (with the sanction of the rector), and received no emoluments from such office of parish clerk during the term of his articles, would the term of service in this case be valid?

SIGMA.

34. BANKRUPTCY ACT 1869.—In the case of a dividend of less than 20s. in the pound being paid to the creditors, is the bankrupt entitled (under sect. 45 of the Act) to any small surplus that may remain; and, if not, who is? The above information is required for the purpose of disposing of a small surplus, after paying as close a dividend as is practically possible.

SUBSCRIBER.

35. GENERAL HIGHWAY ACT—RATIONE TENURE.—Would any one of your contributors, who is perfectly conversant with this act of Parliament, have the kindness to answer the query appearing in the LAW TIMES of the 14th inst., which raises a very important question as to the transfer of such roads under that section of the Act.

VICE REGINA.

Answers.

(Q. 116.) **TAXING COSTS.**—Sect. 14 of 30 & 31 Vict. c. 142, authorises the judge to grant costs to defendant in a case struck out for want of jurisdiction. Before that statute the judge had no power to do so. See *Lawford v. Partridge* (26 L. J., 147, Ex.) Will "Subscriber" say on what grounds case struck out, and cite authority for judge so deciding? Is case reported?

L.

(Q. 123.) **MINERALS—SAND, &c.**—I beg to refer your correspondent to *Heat v. Gill* (41 L. J., 761, Ch.), and also to the cases cited at the hearing before the Vice-Chancellor, from which it appears that sand, &c., will be deemed to be minerals, if it be desired to work the sand, &c., for profit and not merely for annoyance sake.

T. T.

(Q. 11.) **SALE OF COPYHOLD.**—If A. actually passes the surrender to B., the lord can compel admission on it. The better plan, however, would be, if A.'s life is a good

one, for B. to rest on a covenant by A. to surrender "to the use of B., or such other person as he may direct," and then on a future sale by B. to C., A. will pass the surrender to C., at the request and by the direction of B. Of course if A. dies, his heir must be admitted, not his executors as copyholds do not come under that section of the 37 & 38 Vict. c. 78, which relates to trust estates.

F. S. G.

— If A. surrender to the use of B. it will be necessary that the latter should be admitted and pay a fine to complete his title; so if B. surrender his interest his alienee must also be admitted, and pay another fine. But where it is intended to pass property on in that manner one fine may be avoided by adopting the following plan: A., instead of surrendering to the use of B., simply "covenants" to surrender to the use of B., his heirs and assigns. The latter assigns his interest to C. A. then surrenders to the use of C., who is admitted, and pays a fine. As there is only one admittance, there is consequently only one fine payable.

MANO.

(Q. 12.)—**RABBIT LAW.**—When the game is reserved to the landlord, though much damage may be done to the crops, the tenant has no right of action: (*Woodfall*, by Cole, p. 653.) A person having an agreement to shoot over a farm has no right to turn rabbits on the farm without leave, and he is liable to the occupier for damages done to the crops by rabbits: (*Hilton v. Green*, 2 F. and F. 821).

F. W. T.

(Q. 16.) **WILL—CONSTRUCTION.**—It must be assumed that when Robert Limond's will took effect, Christopher Limond had no son. Then, though (1), the words "son and sons" are words of purchase; yet the first remainder created by the will is contingent till issue born, and does not prevent the rule in *Shelley's* case from operating and giving Christopher Limond the fee. (2) Christopher Limond could therefore convey the fee, subject, however, to an avoidance in favour of the tenants in tail, in case he afterwards had any son born, hence (3) the necessity for the recital that Christopher Limond had no issue. (See *Stephens' Com.*, vol. 1, pp. 344-6, 6th edit.) (4) By 1 Vict. ss. 30, 31, the devise to the use of the trustees would give them the legal fee, and their estate would therefore, in the case put, be outstanding. (*Vide Ibid.*, pp. 623-4.)

NOTTINGHAM.

— I fail to see how Christopher Limond could dispose of the fee in possession. I construe the limitations to give an estate for life to Christopher Limond, an estate tail male to his sons, which is of course contingent with a fee simple estate in remainder to Christopher Limond, according to the rule in *Shelley's* case. How then can he convey the fee in possession? The contingent remainder to the sons is well limited, and so long as A. lives there is a possibility of his having issue, and the contingent remainder vesting. If A. die without issue the contingent remainder will fail, and A.'s fee in remainder will come in, i.e., I suppose it will pass under his will or to his heir-at-law. I can understand A. conveying his remainder in fee, but that is liable to be defeated by the contingent estate tail vesting, and the entail being barred. I suppose in this case the purchaser thought the possibility of A.'s having issue very remote. I should assume the legal estate to remain still in the trustees.

MANO.

(Q. 17.) **ACKNOWLEDGEMENT BY MARRIED WOMAN.**—I imagine a tenancy by entirety would not apply to personal property, for the husband has an absolute power over it, unless it were settled to the wife's separate use. In this case I should think the husband would dispose of the property without the concurrence of his wife.

MANO.

(Q. 19.) **REVERSION—MORTGAGE.**—A. can have no lien upon the property. His only remedy is by action on B.'s special promise, for which the trouble of investigating the title would be a good consideration. As *Prideaux* suggested, where there is likely to be expense incurred in investigating the title a mutual agreement ought to be entered into.

MANO.

(Q. 20.) **NOTICE TO QUIT.**—This gives rise to much complication. Tenants in common and co-parceners are each seised of a distinct and undivided share of the inheritance, and a lease granted by a tenant in common operates as a separate demise of each share, as I assume it would be with co-parceners. But yet if a man be in possession of a house, and one co-parcener says he must leave and another is silent, what must he do? Would the rule as to adoptions, that where co-parceners cannot agree, the eldest shall present, extend to this, and enable the eldest sister to have controlling power over the property whilst the co-parceners last? The wisest course would be to partition the property, and sell it under the Partition Act 1869.

MANO.

(Q. 22.) **ARTICLED CLERK—ASSIGNMENT.**—The interval from the death of the first master to the date of the assignment will be excluded from the computation of service. Your correspondent's assignment should create a term extra the five years under articles corresponding with the interval. On the death of a master further articles should be forthwith entered into. It should be for a Superior Court of law to determine whether service (if questioned) under an assignment by executors were good or bad.

H. L.

(Q. 25.) **TRUSTEES—POWER OF TRUSTEES TO REDUCE INTEREST OF TRUST FUND.**—This depends much upon the facts. The court would, if the matter were brought before it, look into all the circumstances, and if they considered the trustees had acted in a reasonable manner, in fact, as they would have acted with regard to their own property, they will be relieved from responsibility.

MANO.

FRANCIS CAMPBELL BAYARD, B.A., of St. John's College, has been elected to a MacMahon Studentship in Law. Mr. Bayard obtained a first class in the Law Tripos of 1873.

LAW SOCIETIES.

LEGAL PRACTITIONERS' SOCIETY.

A SPECIAL general meeting of the members of the Legal Practitioners' Society was held last Friday evening, the 20th inst., at the rooms of the Social Science Association, 1, Adam-street, Adelphi, W.C., for the purpose of receiving the report of the Parliamentary Committee, and finally settling the rules of the society.

Mr W. T. Charley, M.P. (Hon. Treasurer of the Society), was voted to the chair.

The minutes of the last meeting were read and confirmed, and Mr. Ford stated that he had received numerous letters from country members of the society who were unable to attend.

The Chairman then proceeded to address the meeting. He said:—Gentlemen, it is to-day exactly twelve months since, in these rooms, it was unanimously resolved to establish this society, for the purpose of reforming abuses in relation to the legal profession. Month after month the newly formed society, which supplied a recognised want, has continued to grow, until it now numbers more than two hundred members, and is able to point to a respectable balance at its bankers. (Hear, hear.) Whatever it has done has been accomplished entirely by honorary workers. There is no paid official connected with the society. It has secured the approval of members of both branches of the legal profession, and, I believe, also of the general public. Several law societies have sought its membership. (Hear, hear.) notably, the Bristol Incorporated Law Society (which has been elected a member), a society from the distant part of the principality of Wales, and a society from one of the leading boroughs in the heart of Yorkshire. Indeed, the country members are more numerous than the town ones. But the movement receives strength from being centred in the metropolis. I fully anticipate that this time next year the number of members will not be less than 500. (Cheers.) The Incorporated Law Society sprung from very small beginnings, and now it covers the land. The terms of membership are entirely consistent with freedom of thought, freedom of speech, and freedom of action. The only pledge that is extracted from intending members is, that they should be favourable to the promotion of salutary reforms in connection with the legal profession. The subscription is so small as to be almost nominal. Gentlemen, permit me to congratulate you on the fact that the society has left its mark on the legislation of the past session. (Cheers.) May I express a hope that it may leave its mark on the legislation of many, many, sessions to come. (Applause.) Hitherto the Legislature has confined its attention to suppressing the medical quack, but the legal quack will henceforth be obliged to take rank as an outlaw, side by side with his not more obscure brother, the medical quack. To this society, and this society alone, it is due that the legal quack has been brought within the purview of the criminal law. Not all the Attorneys-General, nor the Inland Revenue Commissioners in England, can shelter the legal quack in future from the summary process of our new penal law. The poor and needy who have been oppressed by him will be enabled to invoke the aid of this law, without asking anyone's permission, for their own protection and the suppression of the legal quack, who will henceforth be regarded as a nuisance to be abated. It has been suggested that this society should undertake the duty of a *quasi* public prosecutor of unqualified practitioners throughout the kingdom under its own enactment; but I would point out that this would involve considerable expense, and the funds of the society have hitherto been administered with a due regard to economy. At the same time it is for the society to say what action shall be taken upon this very practical question. The minutes of the society, which have been read and confirmed, show that a resolution was passed at the last meeting to the effect that a petition or memorial should be prepared for signature by the Junior Bar praying that an investigation may take place into the constitution of the governing bodies of the several inns of court, with a view to their reform. It will be in the recollection of those gentlemen who were then present that it was in contemplation that a deputation should wait on Lord Selborne to lay before him the views of the society with respect to the reform of the constitution of the governing bodies of the Inns of Court; but the sudden dissolution of Parliament within three weeks of the meeting entirely disconcerted the society's arrangements, and the season did not seem favourable to radical reforms, even on the lines of the constitution. I confess that I am sufficiently radical to desire to see the great Bar of England governed like the Bar of Scotland and the Bar of Paris, by its own chosen representatives. The discipline of the Bar of England has fallen into a state of decay (hear, hear), and I see no prospect of its revival, so long as there is a

want of confidence in the governing bodies of the Inns of Court. That confidence is not, I fear, accorded to them now. I desire to speak with every respect of the Benchers of the Inns of Court, who are, individually and collectively, an honour to their Profession; but the defect is not due to them, but to the constitution of the Inns of Court, and can only be cured by legislation. A memorial has been prepared, which is now lying before me, to carry out the resolution which was come to at the last meeting, and it has received, I am glad to say, several influential signatures. We do not commit ourselves to Lord Selborne's scheme, but there is one portion of it which meets with our approval, and that is the introduction into the governing bodies of the Inns of Court of the representative principle, a principle which underlies the constitution of this country itself. (Hear, hear.) There are many burning questions which press for an amicable settlement between the public and the Profession, as well as between the two branches of the Profession, *inter se*, and it is the duty of this society to furnish the opportunity of discussing these questions, at the same time infusing into these discussions a spirit of fairness and equitable compromise. (Hear, hear.) The attorneys and solicitors have their grievances, the Bar—and especially the Junior Bar—have their grievances, and the public have their grievances against both branches of the Profession. Some people think that no grievances exist, that may do very well for those gentlemen who have been grubbing in the diamond fields of legal abuse, from which they have derived a plenteous return; but I think that we should rise higher than the mere sordid pursuit of gain. The view which I entertain of this subject may be questioned, but I think it is our duty, as far as lies in our power, God helping us, to endeavour to purify the legal profession—to see that the interests of the public are properly attended to—and satisfactorily to re-adjust, as far as we can, the relations of the two branches of the legal profession. (Cheers.)

Mr. Ford then read several letters which he had received from members of the society referring to the present meeting, and stated that Mr. Thomas Rees, of Cowbridge a vice-president of the society, sent the draft of a Bill entitled, "The Solicitors' Conveyancing Charges Bill 1875," which would probably be interesting to the members, and which was laid on the table.

Mr. Ford also laid on the table a draft Bill, prepared by himself, entitled, "A Bill to amend the Law relating to Legal Practitioners," having for its object a freer interchange between the branches of the Profession than at present exists. He also laid on the table so much of the last report of the Council of the Incorporated Law Society as related to the Legal Practitioners' Bill of last Session, which report stated that "the council are disposed to approve generally of the principle of this Bill."

The Chairman said the next business was to call upon the honorary secretary to read the report of the Parliamentary Committee.

A discussion then ensued as to the advisability of taking the report as read, and it was moved and seconded that, considering its interest to the members, it would be as well if it were read to the meeting. This motion was carried.

Mr. Ford then read the report of the Parliamentary Committee, the substance of which appeared in our last issue.

The Chairman stated at the conclusion, that the chief thing in connection with sect. 12 of the Attorneys' and Solicitors' Act 1874, was that anyone could enforce a penalty without calling in the aid either of the Attorney-General, the Incorporated Law Society, or the Inland Revenue Commissioners. It involved a much larger change in the law than the marginal note indicated: "No costs recoverable by disqualified attorney or solicitor." No costs, fees, or disbursements, were now recoverable "by any person, or persons whosever," who employed an unqualified practitioner to represent him. Previous to this enactment a plaintiff or defendant might have recovered them from the opposite party, although the unqualified practitioner could not. The new enactment applied to "any act" of an unqualified person, not merely to any act of his in court. Previous to this enactment an unqualified practitioner could recover his fees and disbursements for business transacted by him on behalf of a client out of court. He hoped it was their pleasure that the report should be received and adopted.

The report of the Parliamentary Committee was then received and unanimously adopted. Mr. Fullagar (solicitor) moved a resolution to the effect that the thanks of the meeting be given to Mr. Headlam for having instituted the first proceedings under the new Act at Manchester (a special report of which appeared in the LAW TIMES of 17th Oct.). He would leave it to the hon. secretary, Mr. Charles Ford, to have the vote of thanks properly drawn up and forwarded.

Mr. Griffith (barrister-at-law) having seconded

the resolution, it was carried unanimously amidst applause.

The Chairman intimated that the next business of the meeting was the re-appointment of the Parliamentary Committee.

Upon the motion of Mr. W. Gresham, seconded by Mr. Fullagar, the Parliamentary Committee was appointed as follows, with power to add to their number: Mr. Ambrose, Q.C., Mr. Eyre Lloyd, and Mr. H. D. Jencken (barristers-at-law), Messrs. Holroyd Chaplin (solicitor), Thos. Rees (solicitor, Cowbridge), Wm. Griffith (barrister-at-law), Seymour Salaman (solicitor), Francis Ince (solicitor), R. W. Ford (solicitor, Portsmouth), the President for the time being of the Bristol Incorporated Law Society, Dr. Tompkins, L.L.D., the President of the Carnarvon and Anglesea Law Society, W. H. Rowland (solicitor, Croydon), Edwin Low (solicitor), J. King (solicitor, Bath), F. Miller (solicitor), and F. A. Rowland (solicitor).

The Chairman stated that the next important thing was the settlement of the rules, and he would call on the Hon. Sec. to read the report of the Rules Committee, and would be glad if any gentleman present had any suggestion to make with regard to them.

Mr. Ford then read the report of the Rules Committee.

The Chairman suggested that the rules should be taken *seriatim*, but he would first put it to the meeting whether they be received.

Upon a motion to this effect being carried, a long and animated discussion ensued with regard to the rules.

In the first rule, the word "Legal" was objected to, in regard to the name of the society, it being thought advisable to substitute "Law," but, after some discussion, the original word was allowed to stand.

With regard to the second rule, which refers to initiating legislation, a long discussion ensued.

Mr. Saaman thought that it would be beneficial for this society to add to its duties the carrying out of any proceedings against unqualified practitioners, instead of going to another society for this purpose, and probably being met with a refusal. He confessed that he thought it would be to their advantage if they could adopt such proceedings as he contemplated. At present their funds were not large, and they could not initiate such proceedings; but this was altogether another point. They could not possibly subsist upon their present funds. Two hundred members were nothing compared to the thousands of persons connected with the legal profession in England and Wales who would probably join the society.

Mr. H. D. Jencken said that, supposing the society did initiate these proceedings, was it to be left to those who were not sufficiently competent to determine upon the number of applications that came in, for it became a serious matter in instituting prosecutions without the benefit of legal advice.

Mr. Wingfield said they should certainly endeavour to suppress a certain class of accountants, as they were a perfect nuisance to the Profession. Great complaints had from time to time been made against the Law Institution that they did not take the matter up. On the continent now, year by year, their legal proceedings were looked to with great interest, and it should be the duty of the Profession to clear itself of any stigma that was now upon them. It would be well to have funds to put down these individuals who were a nuisance to the Profession, and he would support any movement having this object in view.

Dr. Tompkins thought it quite right that solicitors should be protected from those by whom they were cheated and defrauded.

The Chairman stated that the society, amongst other things, had to protect the interests of the public in relation to the legal profession, also the interests of the Bar of England, and the interests of attorneys and solicitors.

The words "taking such other proceedings as may be" were then inserted after "legislation" by a majority.

With respect to the third rule, which ran, before amendment, "Barristers-at-law, attorneys-at-law, and solicitors, special pleaders, conveyancers, proctors, and law students," a long discussion followed. One or two speakers urged the inadvisability of admitting article clerks among their number, urging this on the ground of their inexperience, and that they would be able to dictate to older members at the meetings of the society. On the other hand it was stated that ultimately article clerks would become for the most part attorneys and solicitors, and that the society would gain materially by their admission. The third rule was then amended by inserting "article clerks or students of the Inns of Court," instead of "law students."

In Rule 6 "Vice-Presidents" was inserted after "President," thus making the Vice-presidents Members of the Council.

At Mr. Ford's suggestion Mr. Jencken moved the following additional rule: "A general meeting shall have power by a vote of two-thirds of

the members present and voting, to expel anyone from membership of the society."

Mr. Fullagar having seconded this proposition, it was carried.

The Chairman then put the rules as amended *en bloc* to the meeting, and they were unanimously adopted.

Mr. Salaman hoped that before the meeting separated he might be allowed to perform an act which perhaps could not better be entrusted to some other member, because he had sat with the worthy chairman on so many committee meetings that he was more competent to propose the vote, and a very cordial vote, of thanks to Mr. Charley for presiding on the present occasion. He (the speaker) had seen the indefatigable energy, ability, and temper which their chairman had always displayed on these occasions, and truly the great success that this society had met with was due to him, and he would ask them to cordially pass a vote of thanks to their hon. treasurer for his chairmanship over the meeting.

Mr. Jencken most cordially seconded the proposition, which was carried amidst applause.

Mr. Charley, in reply, sincerely thanked those present for the honour they had done him. With regard to what had been transacted that night, he was of opinion that the work accomplished had been of a very practical character. (Hear, hear.)

A vote of thanks was then passed to Mr. Charles Ford, the hon. secretary, for his efficient labours during the formation of the society, which he acknowledged in suitable terms. The proceedings then terminated.

The following are the rules of the Legal Practitioners' Society, as finally settled at the above meeting:

1. *Name*.—That this society be called "The Legal Practitioners' Society."

2. *Object, and means of attaining it*.—The object of the society shall be the promotion of salutary reforms in connection with the legal profession. The society will seek to attain this object by public discussion, by the diffusion through the press, and in books and pamphlets, of information upon the society's work, by the exercise of a vigilant supervision over the course of legislation affecting the legal profession, by initiating such legislation, and taking such other proceedings as may be found to be necessary, and, generally, by fostering combined action on the part of members of the profession favourable to the above object.

3. *Membership*.—Sergeants-at-law, barristers-at-law, attorneys-at-law and solicitors, special pleaders, conveyancers, proctors, and article clerks, and students of the Inns of Court, shall be eligible for membership. Vice-presidents shall also be members of the society. Each candidate must be proposed by one member, and seconded by another.

4. *Vice-Presidents*.—All persons (whether members of the legal profession or not) and law societies shall be eligible as vice-presidents.

5. *President*.—Any member shall be eligible to the office of president.

6. *The Council*.—Subject to the control of the annual general meeting, the management of the society shall be vested in a council to consist of not less than eight or more than twenty members of the society, exclusive of the president, vice-presidents, the honorary treasurer, and honorary secretaries, who shall be *ex-officio* members of the council. The council shall meet monthly, or oftener if need be: five to be a quorum. The council shall elect a chairman and vice-chairman, and, if the funds of the society shall admit of it, may also elect a paid secretary, and assign him a salary and such duties as the council shall think proper. The election of members of the society, and, subject to the approval of the annual general meeting, of vice-presidents, shall be vested in the council. The council shall have power to frame bye-laws, and from time to time to alter, amend, or repeal such bye-laws, and substitute new bye-laws in their stead.

7. *The Honorary Treasurer*.—All moneys and property of the society shall vest in the honorary treasurer. All cheques shall be signed by the honorary treasurer, and countersigned by one of the honorary secretaries. All moneys received to the credit of the society shall be lodged at such bank or banks as may from time to time be appointed by the council. Balance sheets for the past year, duly audited, shall be submitted to the members of the society by the honorary treasurer at each annual general meeting.

8. *The Honorary Secretaries*.—The duties of the honorary secretaries shall be to summon all meetings, to conduct the correspondence of the society, to prepare and submit to the annual general meeting a report of the operations of the society during the previous year; and, generally, to act as the chief executive officers of the council.

9. *The Auditors*.—The auditors, who shall be two in number, shall examine the accounts of the treasurer and audit the balance-sheet for the year, prior to each annual general meeting of the society.

10. Annual General Meetings.—There shall be an annual general meeting of the society, in the month of November, at which all members shall be entitled to vote; each affiliated association voting by its representative duly authorised in writing by the secretary of such association. The chair shall be taken at the annual general meeting by the president, or by the chairman of the council, who, in addition to his own vote, shall be entitled to a second or casting vote, in the event of an equality of votes. At the annual general meeting the officers of the society for the ensuing year shall be elected, including the president, the vice-presidents, the council, the honorary treasurer, the honorary secretaries, and the auditors. All questions at the annual general meeting shall be decided by a show of hands. Ten days' notice of the time and place of holding the annual general meeting shall be given by circular addressed to the members of the society or by advertisements inserted in not less than two legal journals. Any member may give notice in writing of any subject for discussion to the honorary secretaries of the society one week at least before the last day for issuing the circular summoning such meeting; and the honorary secretaries shall cause a copy of such notice to be inserted in such circular. No subject shall be discussed save those stated in the circular or advertisements.

11. Special General Meetings.—On a requisition of any twenty members of the society, signed by them and presented to the honorary secretaries, the honorary secretaries shall, and the council, by its own authority, may, cause a special general meeting of the society to be summoned by the honorary secretaries; ten days' notice of the time and place of holding such meeting being given by circular or by advertisement in a legal journal. The circular or advertisement shall state the subjects to be discussed at such special general meeting, and no other subjects shall be discussed at the same. The provisions of the 10th rule as to voting, taking the chair, and deciding questions at the annual general meetings, shall apply to special general meetings.

12. Proxies.—Any member of the society may hold any number of proxies for individuals who are members practising or residing beyond ten miles from the General Post Office, in the city of London; each form of proxy to be in writing, signed by the member giving it, and to be handed in to the honorary secretaries of the society by the member holding it, previous to the commencement of the meeting at which it is intended to be used.

13. Subscriptions.—The annual subscription of each member other than a vice-president, shall be 5s., and of each vice-president not less than 1 guinea; donors of 5 guineas and upwards in one sum shall be eligible for election as life vice-presidents. All annual subscriptions shall be payable in advance and shall fall due on the 1st Jan. in each year. No member shall incur any liability by becoming a member of the society, beyond the amount of his subscription or donation.

14. Expulsion of Members.—A general meeting shall have power, by a vote of two-thirds of the members present and voting, to expel anyone from membership of the society.

15. Alteration of the above Rules.—The above rules, or any of them, may be altered, amended, or repealed, and new rules substituted for them, or any of them at the annual general meeting or any special general meeting of the society. Provided always, that notice in writing of such proposed alteration, amendment, or repeal of any rule, or substitution of any new rule, shall be given to the honorary secretaries of the society one week at least before the last day for issuing the circular summoning such meeting; and the honorary secretaries shall cause a copy of such notice to be inserted in such circular. Provided also, that no such proposed alteration, amendment, or repeal of any rule, or substitution of any new rule, shall be of any force or effect, unless it shall be approved by a vote of three-fourths of the members present and voting at such meeting.

16. Dissolution of the Society.—The society shall not be dissolved except by a vote of three-fourths of the members of the society, at a special general meeting of the society. The funds of the society shall, in the event of a dissolution of the society, be disposed of in such manner as the council shall think fit.

PORTSMOUTH LAW STUDENTS' SOCIETY.

A GENERAL meeting of the members of the above society was held at the Masonic Hall, Portsmouth, on Monday evening last, Edwin John Harvey, Esq. (a vice-president of the society), in the chair.

The subject for the evening's debate was, "Is it desirable that the two branches of the Profession be amalgamated?" Messrs. Mills, Bolitho, Whitehall, Rowe, Sims, and Fraser

spoke in the affirmative, and Messrs. Bramsdon, Hellyer, Wainscot, Blake, and Kerwood in the negative. The subject was under discussion for some considerable time, and caused great interest.

The chairman, having briefly summed up the arguments of the various speakers, put the question to the meeting, and, after a division, announced the voting to be in favour of the negative by a majority of one.

On the motion of Mr. Sims, seconded by Mr. Blake, a vote of thanks was accorded to the chairman for his kindness in presiding, who suitably replied, and thanked the members for having elected him as a vice-president of the society, adding that after the animated discussion which had taken place that evening he was sure the society would prove a success.

CREDITON LAW DEBATING SOCIETY.

THE usual meeting of this society took place on the 18th inst., Mr. G. H. Carthew in the chair, when the two following subjects were discussed: First: Is one solitary instance of recognised dealing on credit sufficient to create a general agency? Secondly: Has a pecuniary legatee a right to call on the residuary devisee to contribute towards the payment of debts? Messrs. Thorne and Dunning appeared for the affirmative in both cases, and Messrs. Hawkes and Rundle for the negative. The first case was decided for the affirmative, and the latter on the authority of the decision of Malins, V.C., in *Dugdale v. Dugdale*, 41 L. J. Rep. 565, for the negative.

NORWICH LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, on Tuesday, 24th Nov. 1874, Mr. W. M. Roche in the chair. Mr. T. E. Page opened the subject for the evening's debate, viz.: "Is it desirable that the law of breach of promise of marriage be amended." There was a large attendance and all members present spoke on the question. The motion was decided in the affirmative by a majority of seven.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A GENERAL meeting of this society was held at the County Court, on Monday evening last, Mr. J. W. Piercy in the chair. The question discussed was, "Should judges have power to call and examine witnesses who are not called and examined by either of the parties to a cause?" Messrs. Alfred Sykes (solicitor), and R. Welsh, were the leaders on the affirmative; and Messrs. B. Crook and J. H. Dransfield, the leaders on the negative side of the question, which was carried in the negative by a majority of two.

LAW STUDENTS' DEBATING SOCIETY.

AT the usual weekly meeting of the above society, held at the Law Institution, Chancery-lane, on Tuesday last, the following question was discussed: No. 547 legal, "Between two equitable titles, is the defence of being purchaser for valuable consideration without notice, valid against that title which is prior in point of time?" Mr. Hepburn was chairman. The debate was opened by Mr. Saxelby with unusual vigour, and was continued by Messrs. Radford, Snaith, Montagu, and several other members of the society. The opener having replied, the chairman summed up, and the question was put to the meeting, and carried in the affirmative by a majority of three.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A MEETING of this society was held on Tuesday evening last, Mr. G. T. Smith, solicitor, presiding, when, after it had been resolved to add a number of books to the library, a debate took place on the following question: "Is a contract for sale rescinded by stoppage in transitu?" Mr. A. J. David (Dudley) supported the affirmative, and Messrs. S. R. Shore, Heath (Walsall), and Hadley upheld the negative view. The voting was in favour of the latter.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, on Wednesday, the 25th Nov., Mr. J. T. Davies in the chair. Mr. W. Girling opened the subject for the evening's debate, viz., "That the power given to the judges of dispensing with the preliminary examination should be taken away." The motion was carried. The subject for next week's discussion is, "That judges and magistrates should have the power of awarding corporal punishment in cases of violent assault and cruelty," to be supported by Messrs. Baker and Sanders; to be opposed by Messrs. E. J. Davis and Eagles.

LEGAL EXTRACTS.

BENCH AND BAR.

THE French Law Courts have just been reopened after the Long Vacation. In Paris the six scores or so of judges who constitute the Court of Cassation, the eight Chambers of First Instance (civil and criminal), the Court of Audits and the Tribunal of Commerce, have trooped together to attend Mass in the chapel of the Holy Spirit, robed all of them in scarlet or black, and attended by an imposing crowd of public prosecutors. The procession would be a picturesque one if the judges in the higher courts took care that their scarlet and ermine should be new and their velvet mortar caps clean; but there seems to be a tradition in the French *Magistrature Assise* that robes and caps should last a lifetime; whence the scarlet gowns are mostly faded to that hue of cranberry mash known to foxhunters who glory in old pinks; the crimson silk sashes shine with grease, the ermine tippets, lappets, and fringes are mangy, and the velvet caps trimmed with gold lace, grown white with age, present a beggarly appearance, calculated to make the Parisian looker-on hold the justice of his country cheap. The Magistrature Debout, consisting of the three Procurators-General of Cassation, of the Court of Audit, and of the Court of Paris, with their five or six dozen Deputy-Procurators, cut a rather better figure, being most of them in black, and comelier men, with proud looks, and finer prospects before them. It is from their ranks that are always drawn the Ministers of Justice, the majority of the Council of State, numerous Senators, when there happens to be a Senate, and plenty of official deputies in all times. They look down upon the judges, for the members of the bench come in for none of the above prizes, and do not even get the best prizes in their own magistracy, seeing that the chief justiceships of Cassation, of Audit, and of the principal high courts are almost always bestowed on "Procurators." It is a scandal that this should be so, say the judges; but then the Procurators have ways of urging their claims upon Government which judges have not. In the event of political or press trials, a Procurator corresponds direct with the minister of justice to know what degree of severity he is to prosecute; he learns from the minister what sentence the Government would like to see inflicted; he whispers this sentence beforehand to the presiding judge; and in court, ensconced in his pulpit, which towers higher than the bench, it is easy to see that he regards himself as the master of all present, and one whose orders should be obeyed. It is very seldom indeed that judges in delivering sentence do not adopt word for word the requisitory of the Procurator, doing so in the conventional formula, *La cour, adoptant les conclusions de M. le Procureur, &c.* When judges deliver sentence on grounds other than those urged by the Procurator, it is that they wish to snub that official; but they generally prefer to indulge such malice in civil suits, wherein no politics are mixed up.

French judgeships are in a manner hereditary, as they were in the pre-revolutionary days of the noblesse de robe, who bought their offices, as notaries and *avoués* do still, and passed them down as heirlooms. The eldest son of a judge almost invariably becomes a judge, marries the daughter of a judge, and inherits the Conservative opinions and prejudices, and the magisterial stiffness of his own father and his wife's. The few interlopers who get appointed to the Bench are mostly young men who see no chance of distinguishing themselves at the Bar—to understand what it is as well to examine what careers lie open to a French barrister. A Frenchman becomes an advocate after a three years' course of legal studies consisting mostly of fees, and chequered by two examinations very easy to pass when the youth has learned his two codes with common diligence. Once passed, the aspirant advocate has his name inscribed on the *tableau* of the Paris Bar, or on that of one of the twenty-four high provincial courts, his choice in this respect being guided by his own fancy or presumed interests. He does not at once begin to practise, even if briefs are offered to him. For a twelvemonth he remains *avocat stagiaire*, or pupil, and occasionally private mock trials are held, at which, in the presence of the elders of the order, he trains himself to speak and receive hints about the pitch of his voice and manner of delivery. After this he very soon gets his first brief by being ordered, *ex officio*, to defend some prisoner too poor to pay for a counsel, and from this time his professional success depends greatly on his own merits. If a young advocate show ability, it is never long before the Procurator-General tries to allure him into the Magistrature Debout by the promise of a deputy-procuratorship, which promise, however, implies the necessity of the advocate's becoming thenceforth a Conservative, and a staunch adherent to all anti-Republican govern-

ments. If the young barrister consents to this, he rises in time from a deputyship at £120 a year, to a full procuratorship at from £200 to £600, according to the locality, and by dint of incessant zeal to please the Minister of Justice, by exhibiting ferocity towards journalists, implacable vindictiveness towards Liberals, and by keeping the while a keen eye on all the chances of promotion, he sees the day arrive when he can branch off into politics, and, as a reward of faithful party service, claim one of the big prizes above enumerated. It may be remarked, by the way, that French judicial salaries are in all cases absurdly small. The highest Chief Justice in the land, who presides over the Court of Cassation, gets only £1200 a year, and the highest Procurator-General £1000; but the latter official has this advantage over the former, that he can quadruple his income by giving opinions on briefs. If a barrister refuse to accept service under Government, it may generally be inferred that he is a Liberal, and will be heard of as a place holder or place hunter at the first revolution. If he be eloquent in a small way he will make himself a snug practice in a country town—that is, either in one of the twenty-four High Court cities, or in one of the eighty boroughs where Tribunals of First Instance are established; he will get himself elected Town Councillor; by -and- by Councillor General, and, if his luck favours, force his way into the Legislature at last, as an opposition member. The least that can then befall him is to be treated to a prefectship, procuratorship, or to some smaller Government post, when his party come into office; and here it may be noted that many French barristers of the second-rate sort, who were Republicans before obtaining high preferment, become zealous Conservatives afterwards, so as not to lose the same. If now a barrister possess eloquence of a high order he seldom remains long in a second-class town, but joins the Bar of Marseilles, Lyons, or Paris, in which case his election to the Legislature is certain, and he is pretty sure to find himself in time a member of a Provisional Government, Minister, Ambassador, Receiver-General, or prefect of a large city. The number of barristers who are content with professional emoluments and honours, and never meddle with politics, is extremely small; but a few of them exist, holding large practices. The ambition of these gentlemen is to be elected members of the disciplinary council of their order, and after that *batonnier*, an office of two years' tenure, which places the titulant for the time being at the head of his profession. The functions of the disciplinary council and *batonnier* are akin to those of the benchers in an English Inn, but their manner of exercising these functions are somewhat different. Thus a council would never disbar an advocate for insolence towards a judge, the judge being himself empowered to punish in such cases by suspending his insulter for any term not exceeding two years, e.g., M. Emile Ollivier, who was once suspended for six months for accusing the bench of corruption. On the other hand a council would straightway knock off the rolls any barrister who accepted a retaining fee from one side and then gave his services to the other, or a barrister who, after pocketing his retainer, failed to appear for his client without having a good excuse to urge. The result of this is that legal incomes never rise in France to such grand proportions as in England. M. Lachaud, who possesses the largest practice at the French Bar, earns £4000 a year; MM. Allon, Faure, and Nicolay, who come next after him, and hold almost a monopoly of intricate cases in the civil courts, make from 60,000 francs to 80,000 francs a year; and among other barristers reputed professionally successful, incomes average from £1000 to £2000 a year.

So much for the Bar; now for the Bench. We have said that if a Frenchman does not become a judge hereditarily he is usually driven to the Bench from inability to make his way as a barrister; but owing to the wondrous self-confidence of Frenchmen, advocates in France take a longer time than the natives of any other country in finding out that there is not the stuff of success in them. However, if a barrister be shy, the process is expedited. A young man of retiring and studious mood, with no aptitudes for place-hunting, or the role of demagogue—no inclination for newspaper-work, and neither means nor laziness enough to support the ease of brieflessness, applies for a judgeship at about the age of twenty-five, and has little difficulty in obtaining an Assessorship of First Instance at a salary of £160. From that hour till the date of his superannuation at the age of seventy there is no reason why he should ever do a stroke of real work or have an opportunity for distinguishing himself. As every trial takes place before three judges at the least, and in some civil causes before five and seven (there is no jury in civil cases), and as, moreover, all the work of questioning defendants and witnesses, summing up, and delivering judgment, is performed by the

presiding judge, the assessors have nothing to do but to lounge by and listen, and it may very well happen that an assessor should sit for forty years on the bench without once being able to prove his talents. An assessor's chance comes when the president falls ill, and if such illness occur at the time of a political trial it is not rare to see his substitute seize the blessed occasion violently by the forelock and break out into a fit of Conservative declamation and browbeating, which draws on him the immediate and benevolent attention of the authorities. It was by an occasion of this sort that the Scroggs of the Second Empire, the notorious Delesvaux, who committed suicide after the 4th Sept., rose at one bound from a small assessorship to the Presidency of the Sixth Chamber (the "Journalist's Chamber") in Paris, and how can we wonder that with such examples the belief in the corruptibility of the French Bench should be universal? In the ordinary course an assessor of first instance would become by seniority an assessor in a superior court, and eventually (that is, towards sixty) a councillor, or assessor, in the high civil courts, at a salary of £400, and there he would stop; but the favour of any person of influence can hoist him up the ladder at a surprising rate, get him decorated, and land him into a chief justiceship before his hair is grey; whilst, on the other hand, the enmity of a placeman would get him, if not dismissed (judges are supposed to be irremovable), at least transferred to an inferior court on terms which would amount to degradation and force him to resign. Of course the state of things is not such that anyone would venture to bribe a French judge by leaving a bundle of notes on his table, but we may guess at the arts employed by rich suitors, not merely in political, but in private causes, to circumvent the wives of judges; and many a small assessor might explain his rise by saying somewhat differently from Adam: "The Woman tempted me and—I got promotion." There will be no chance of purifying the French Bench, and winning for it the confidence of the public, till the Liberal reform is adopted of reducing by three-fourths the existing number of French judges, increasing fourfold the salaries of the remainder, allowing the whole body of judges to elect the Chief Justices, and finally instituting juries for civil causes. Till all this is done the most that any champion of the French system will be able to say is, that the judicial flock perhaps contains as many white sheep as black ones.—*Daily News*.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

H. WALKER, ESQ.

THE late Henry Walker, Esq., of Southampton-street, Bloomsbury, who died at his residence in Porchester-terrace, Bayswater, on the 28th ult., was in the seventy-seventh year of his age, having been born in the year 1798. He served his clerkship under articles to the late firm of Messrs. Dawson and Wratislaw, of Saville-place, New Burlington-street, and was admitted a solicitor and attorney in the year 1820. After acting as managing clerk in the offices of two or three firms he began practice on his own account in Bernard-street, Russell-square. As far back as the year 1831, however, he removed to Southampton-street, where for many years he practised alone. He then entered into a partnership with Mr. Gridley, which lasted for a considerable time. After another period of solitary practice, Mr. Walker associated himself with the late Mr. F. J. Harrison (his former pupil), but the partnership was determined, and Mr. Walker was once more left to his own resources, in 1862, by the death at an early age, and in the midst of a promising career, of Mr. Harrison. In 1863 Mr. Walker entered into a third partnership, which, with some modifications caused by the admission of additional partners, may be said to have continued till the time of his death. Up to within two years of that time, when he was first seized by the painful malady which ultimately proved fatal, he was a man of uncommon energy and vigour, both mental and physical; and whether in his office or the hunting field, says one who knew him well, he was often more than a match for much younger men. Having been in successful practice in London for over forty years, during very many of which he held the quasi-public office of Solicitor to the Provisional and Official Assignee of the late Court for Relief of Insolvent Debtors, he was widely known and much esteemed among his professional brethren, who will learn of his decease with great regret. Mr. Walker was one of the staunchest and oldest

supporters of the Royal Orthopædic Hospital, of which he was trustee and vice-president at the time of his death. He married in 1822 Amelia, the fourth daughter of the late Solomon de Medina, Esq., who has survived him.

T. H. BOTHAMLEY, ESQ.

THE late Thomas Hilton Bothamley, Esq., solicitor, of 13, Queen-street, city, who died at his residence in Royal-crescent, Notting-hill, on the 16th inst., in the sixty-ninth year of his age, was the only son of the late Joseph Bothamley, Esq.. He was born in the year 1805, and was admitted a solicitor in Michaelmas Term 1827. Mr. Bothamley was a commissioner to administer oaths in the Courts of Chancery, and also a commissioner for the Courts of Queen's Bench, Common Pleas, and Exchequer. He was married, and has left a family; one of his sons, Mr. Henry H. Bothamley, is a solicitor in London. The remains of the deceased gentleman were interred at Ealing Cemetery.

THE COURTS AND COURT PAPERS.

WINTER CIRCUITS OF THE JUDGES.

The following is a complete and revised list of the Winter Circuits of the Judges—viz. :—

CIRCUIT No. 1.

(Before BLACKBURN and MELLOR, JJ.)

Manchester, Nov. 25. | Liverpool, Dec. 8

Civil and criminal cases will be taken at both of these places.

CIRCUIT No. 2.

(Before BRAMWELL, B.)

Surrey (Kingston), Nov. 25 | Wilts (New Sarum), Dec. 14

Kent (Maidstone), Dec. 7 | Sussex.*

* The place where this Assize is to be held cannot be fixed till after the next meeting of the Privy Council.

CIRCUIT No. 3.

(Before BRETT, J.)

Stafford, Dec. 7 | Chester, Dec. 17

Worcester, Dec. 12

CIRCUIT No. 4.

(Before CLEASBY, B.)

Northumberland (New-castle-upon-Tyne), Dec. 1 | Leicestershire and Leicestershire and Leicester and Borough, Dec. 17

Durham, Dec. 8

CIRCUIT No. 5.

(Before DENMAN, J.)

Yorkshire, West Riding | Warwick, Dec. 12

(Leeds), Nov. 30

PROMOTIONS AND APPOINTMENTS.

WILLIAM JOHN HICKMAN has been appointed Undersheriff for the town and county of the town of Southampton.

MR. WILLIAM BINNS SMITH (of the firm of Richard and W. B. Smith, New-square, Lincoln's-inn, solicitors), has been appointed a chief clerk in Chancery, in the place of Mr. Hall, resigned.

A MEETING of the electors was held on Saturday for the purpose of filling up the vacancy of Vinerian Reader in Law, when the choice of the electors was declared to be in favour of Sir William Reynell Anson, Bart., M.A., Fellow of All Souls' College.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 13.

PHILLIPS and WILLICOMBE, attorneys and solicitors, Mark-la (Edward Revell Phillips and Neville Willicombe). Nov. 5

DAVIDSON and BROWN, solicitors, Nairn. Debts by Brown. Nov. 2, 1873

Gazette, Nov. 17.

JOHNSON, SAFFERY WILLIAM, and COOTE, HENRY CHARLES, attorneys, solicitors, and proctors, Warbrope-pl, Doctors'-commons, and Gray's-inn-sq. Nov. 7

Bankrupts.

Gazette, Nov. 20.

To surrender in the Country.

ADAMSON, SAMUEL JAMES, baker, Nottingham. Pet. Nov. 16.

Reg. Patchitt. Sur. Dec. 8

AGNEW, EDWARD FREDERICK, gentleman, Barnard Castle.

Pet. Nov. 18. Dep. Reg. Archer. Sur. Dec. 10

GOODYEAR, GEORGE ROBERT, painter, Newcastle. Pet. Nov. 17.

Reg. Mortimer. Sur. Dec. 1

HOWE, THOMAS PAY, coal merchant, Salford. Pet. Nov. 16.

Reg. Wilson. Sur. Dec. 3

JOBSON, WILLIAM, grocer, Jarrow. Pet. Nov. 17. Reg. Mortimer.

Sur. Dec. 1

PRITCHARD, THOMAS, innkeeper, Melton Mowbray. Pet. Nov. 16.

Reg. Ingram. Sur. Dec. 9

RANDELL, WILLIAM, builder, Kidwelly. Pet. Nov. 18. Reg. Lloyd.

Sur. Dec. 9

TOLLIT, GEORGE, auctioneer, Oxford. Pet. Nov. 16. Reg. Bishop.

Sur. Dec. 1

WEATHERBURN, LUKE JAMES, gentleman, Huddersfield. Pet. Nov. 16.

Reg. Jones. Sur. Dec. 3

Gazette, Nov. 24.

To surrender at the Bankrupts' Court, Basinghall-street.

BROOKS, SAMUEL, law clerk, Coomb's-st, City-rd. Pet. Nov. 13.

Reg. Murray. Sur. Dec. 4

SMITH, JOSEPH, cowkeeper, Colleshill-st, Eaton-sq. Pet. Nov. 19. Reg. Peeps.
 USSHER, ARTHUR EDWARD, gentleman, Hope-villa, Lea-bridge-rd. Pet. Nov. 21. Reg. Rochol. Sur. Dec. 10

To surrender in the Country.

ABBOTT, ALFRED, pearl button maker, Birmingham. Pet. Nov. 20. Reg. Chancery. Sur. Dec. 10
 HIBBERT, WILLIAM, beerhouse keeper, Sheffield. Pet. Nov. 19. Reg. Rodgers. Sur. Dec. 10
 MILLS, EDWARD C., brewer's agent, Oxford. Pet. Nov. 19. Reg. Bishop. Sur. Dec. 9
 WILSON, CHARLES WRIGHT, wine and spirit merchant, Worksop. Pet. Nov. 19. Reg. Rodgers. Sur. Dec. 10

BANKRUPTCIES ANNULLED.

Gazette, Nov. 17.

TOBIAS, ALEXANDER, cotton broker, Liverpool. Aug. 10, 1870

Gazette, Nov. 20.

COLLINGWOOD, ROBERT GORDON, clerk in holy orders, Irton. Aug. 12, 1874
 MARRIAGE, ROBERT, shipping agent, Gracechurch-st and Camden-rd. July 10, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 20.

AKILL, JOHN, grocer, Penrith. Pet. Nov. 17. Dec. 3, at two, at the Oddfellows Arms Inn, Keswick. Sol. Lowthian, Keswick
 ALIT, JABEZ, general dealer, Whitlesey. Pet. Nov. 16. Dec. 2, at 1, at the George and Star Inn, Market-pl, Whitlesey. Sol. Weldon
 AMISON, STEPHEN, pork butcher, Longton. Pet. Nov. 13. Dec. 3, at seven, at office of Sol. Welch, Longton
 ANDERSON, JOHN, victualler, Whitechurch. Pet. Nov. 19. Dec. 1, at twelve, at office of Hancock, Triggs, and Co., accountants, the Guildhall, Bristol. Sols. Brittan, Press, and Inskip, Bristol
 BAIL, GEORGE, chimney sweeper, Oldham. Pet. Nov. 17. Dec. 4, at seven, at office of Sol. Clark, Oldham
 BENNETT, THOMAS READ, farm bailiff, Mursley. Pet. Nov. 14. Dec. 4, at half-past ten, at the Bell hotel, Winslow. Sol. Stockton, Banbury
 BLAKENEY, JOHN WARK, compass maker, Hull. Pet. Nov. 16. Dec. 2, at two, at the Royal Station hotel, Hull. Sols. Moss, Lowe, and Moss
 BRYSON, EDWARD HENRY, mail dealer, Liverpool. Pet. Nov. 17. Dec. 3, at three, at office of Sols. Barrell and Rodway, Liverpool
 BUCKNALL, WILLIAM HENRY, fish salesman, Bristol. Pet. Nov. 13. Nov. 28, at seven, at office of Sol. Clifton, Bristol
 BURTENSHAW, GEORGE HENRY, tailor, Southampton. Pet. Nov. 16. Dec. 1, at twelve, at the Guildhall coffee-house, Gresham-st. Sols. Coxwell, Bassett, and Stanton, Southampton
 BURTON, WILLIAM, innkeeper, Haverfordwest. Pet. Nov. 17. Nov. 30, at two, at office of Sol. Lloyd, Haverfordwest
 BUSH, HENRY, grocer, Hampton. Pet. Nov. 18. Dec. 7, at eleven, at office of Sols. Wilkinson and Howlett, Kingston-on-Thames
 CHINNEY, THOMAS, plumber, Ball's-pond-rd. Pet. Nov. 16. Dec. 3, at three, at office of Sol. Lewis, Wilmington-sq
 COLLINSON, JOSEPH, tailor, Stanhope and Blackhill. Pet. Nov. 12. Dec. 9, at seven, at office of Sol. Johnston, Newcastle
 CRUMP, ANDREW, tobacconist, Birmingham. Pet. Nov. 12. Dec. 1, at two, at office of Sol. Griffin, Birmingham
 DALTON, LEONARD, stone merchant, St. James's-rd, Western-wharf, Cambridge, Old-rd. Pet. Nov. 18. Dec. 3, at one, at office of Sol. Croft, Buckleigh
 DAVIES, DAVID, farmer, Llwyngwern, par. Llanfyllorllyn. Pet. Nov. 16. Nov. 27, at seven, at office of Sol. Evans, Carmarthen
 DAVIS, HENRY, cabinet maker, Dorchester. Pet. Nov. 14. Dec. 7, at seven, at the Antelope hotel, Dorchester. Sol. Howard, Melcombe Regis
 DE HONGRIE, CHARLES HENRI, Comte de Gerthwohl de Croy-Chanel, Craven-st, Strand. Pet. Nov. 17. Dec. 3, at three, at the Guildhall coffee-house, Gresham-st. Sols. Lumley and Lumley, Old-rd, Buckleigh
 DOUGHTY, DAVID, baker, High-rd, Knightsbridge. Pet. Nov. 18. Dec. 9, at three, at office of Sol. Barrow and Gates, 24, Gresham-st. Sols. Gole, Lime-st
 DUTTON, WILLIAM, professor of billiards, Lawford-rd, Kentish-town. Pet. Nov. 11. Dec. 2, at two, at office of Sol. Cooke, Gray's Inn-sq
 DURLING, MARY ANN, widow, beer retailer, Loughton. Pet. Nov. 13. Nov. 30, at three, at office of A. Holloway, 10, Trinity-st, Southwark. Sol. Gody, Trinity-st, Southwark
 GILES, JOHN, corn dealer, Minchinhampton. Pet. Nov. 13. Dec. 5, at four, at the Swan hotel, Cirencester. Sol. Jackson, Stroud
 GILLIS, CHARLES, bootmaker, Hook, in Nately Scures. Pet. Dec. 11. Dec. 1, at one, at office of Sol. Chandler, Basingstoke
 GOLDBERG, WOLFF, cap manufacturer, Sandy-row, Spitalfields. Pet. Nov. 14. Nov. 20, at ten, at 2, King's-rd, Bedford-row. Sol. Dobson, Frederick-pl, Mile-end-rd
 HALL, GEORGE, and HALL, ALBERT AUGUSTUS, cowkeepers, Charlton. Pet. Nov. 17. Dec. 4, at three, at office of Sol. Farnfield, Woolwich
 HALL, WILLIAM, out of business, Birmingham. Pet. Nov. 14. Dec. 4, at seven, at office of Sol. Potter, Birmingham
 HAMILTON, ROBERT, bootmaker, Welshpool. Pet. Nov. 18. Dec. 4, at two, at the London and North Western Station hotel, Stafford. Sol. Harrison
 HARRIS, KENNETH, traveller, Euston-villas, Lordship-la. Pet. Nov. 9. Nov. 30, at one, at office of Sol. Mossop, Cannon-st
 HAWKESFORD, RICHARD, jun, vicinallier, Chesham. Pet. Nov. 18. Dec. 4, at two, at office of Baldwyn and Morgan, Chesham. Sol. Lawrence, Newport
 HIDE, GEORGE WILLIAM, baker, Hastings. Pet. Nov. 16. Dec. 3, at seven, at the Havelock hotel, Havelock-rd, Hastings. Sol. Barnack, Hastings
 HOLBOBNE, NATHANIEL GEORGE, tobacconist, Eastbourne. Pet. Nov. 17. Dec. 3, at twelve, at 57, Terminus-rd, Eastbourne. Sol. Stiff, Eastbourne
 HORN, WILLIAM JOHN, grocer, Aldershot. Pet. Nov. 18. Dec. 30, at one, at office of Sol. Burrell, Aldershot
 HOWARTH, ROBERT, engineer, Hull. Pet. Nov. 17. Dec. 4, at three, at the George hotel, Whitefriargate, Hull. Sol. Laverack, Hull
 HUMPHREYS, TOPHAR, innkeeper, Aberystwith. Pet. Nov. 17. Dec. 5, at three, at the Townhall, Aberystwith. Sol. Ravenhill, Aberystwith
 JONES, JESSE, farm bailiff, Piddington. Pet. Nov. 17. Dec. 3, at two, at the King's Head Inn, Bicester. Sol. Spicer, Staple Inn
 JONES, THOMAS, coal dealer, Liverpool. Pet. Nov. 16. Dec. 9, at two, at office of Sols. Wakeford, May, and Company, Liverpool
 KAPP, FREDERICK, tobacconist, Dean-st, Soho, and Dublin. Pet. Nov. 17. Dec. 2, at eleven, at office of Sol. Sydney, Leadenhall-st
 KETCHER, ROBERT ROGERS, grocer, Stamford. Pet. Nov. 18. Dec. 5, at seven, at office of Sol. Laxton, Stamford
 KEYWORTH, JOHN, fishmonger, Nottingham. Pet. Nov. 16. Dec. 4, at seven, at office of Sol. Bell, Nottingham
 KIGHTLEY, JOHN EPHRAIM, plumber, Luton. Pet. Nov. 16. Dec. 3, at one, at office of Sol. Scargill, Serjeant's-Inn, Chancery-la
 KING, WILLIAM ALFRED, baker, Belgrave-rd, Abbey-rd, St. John's-wood, and Albert-rd, Upton-rd, Kilburn. Pet. Nov. 18. Dec. 7, at two, at the Guildhall coffee-house, Gresham-st. Sol. Christmas, St. John's-chambers, Walbrook
 KNILL, WILLIAM HENRY, butcher, Teignmouth. Pet. Nov. 14. Dec. 1, at seven, at office of G. Hirtzel, solicitor, 13, Queen-st, Exeter. Sols. Whidborne and Ozer, Teignmouth
 LAMBERT, WILLIAM, newsagent, Nottingham. Pet. Nov. 17. Dec. 15, at seven, at office of Sol. Smith, Nottingham
 LA MERT, SAMUEL, doctor of medicine, Gower-st. Pet. Nov. 14. Dec. 10, at two, at office of F. Picard, accountant, St. James's-st, Piccadilly. Sol. Brown, St. James's-chambers, Piccadilly
 MALINS DAVID, jun, out of business, Gravelly-hill, near Birmingham. Pet. Nov. 14. Dec. 1, at seven, at office of Sol. Davenport, Birmingham
 MARTIN, CHARLES, wine merchant, Wolverhampton. Pet. Nov. 17. Dec. 2, at seven, at office of Sol. Barrow, Wolverhampton
 MEKIN, RICHARD, Cheltenham. Pet. Nov. 17. Dec. 4, at twelve, at office of Sol. Boodle, Cheltenham
 MILLS, JOHN THOMAS, out of business, Alton. Pet. Nov. 17. Dec. 8, at one, at the Crown Inn, Alton. Sols. Potter and Stevens, Farnham
 NEWLING, JOHN BUTTERS, commercial traveller, Rushmore-rd, Clapton-park. Pet. Nov. 17. Dec. 3, at twelve, at office of Sols. Turner and Knight, Aldermanbury. Sol. Barker, jun, Melton Mowbray

NICHOLSON, JAMES, grocer, Little Bolton. Pet. Nov. 16. Dec. 3, at three, at office of Sol. Robinson, Bolton
 NORRIS, WILLIAM, out of business Churchrow, Clapham-rd, Kennington. Pet. Nov. 18. Dec. 7, at twelve, at office of Sol. Cooke, 34, Essex-st, Strand
 ORCHARD, JAMES, out of business, Birmingham. Pet. Nov. 11. Dec. 1, at a quarter-past ten, at office of Sol. East, Birmingham
 PHILLIPS, ELLEN ELIZABETH, retail brewer, Birmingham. Pet. Nov. 19. Nov. 30, at a quarter past ten, at office of Sol. East, Birmingham
 POWELL, EDWARD LLEWELLYN, grocer, Swansea. Pet. Nov. 17. Dec. 7, at three, at office of Sols. Davies and Hartland, Swansea
 PRIATT, GEORGE, hosier, Shrewsbury. Pet. Nov. 17. Dec. 3, at eleven, at office of Sol. Barrow, Wolverhampton
 QUENEH, CHARLES, commission merchant, Liverpool. Pet. Nov. 17. Dec. 3, at two, at office of Sols. Frodsham and Nicholson, Liverpool
 QUICK, EDWARD, miller, Bradninch. Pet. Nov. 16. Dec. 5, at twelve, at office of Sol. Toby, Exeter

RICHARDSON, WILLIAM, and SMITH ELIZA, glass manufacturers, Holloway-end. Pet. Nov. 18. Dec. 2, at twelve, at the Queen's hotel, Stephenson-pl, New-st, Birmingham. Sol. Gollis
 RUSSELL, THOMAS, builder, Nutfield. Pet. Nov. 16. Dec. 8, at three, at office of Sol. Relgate
 SALTER, WILLIAM, posting master, Ryde. Pet. Nov. 16. Dec. 12, at half-past ten, at the Belgrave hotel, Nelson-st, Ryde. Sol. Hooper
 SAUNDERS, ISAAC, builder, Isle of Wight. Pet. Nov. 14. Dec. 1, at three, at office of Sol. Urty, Ryde
 SEAMAN, EDWARD, provision dealer, Manchester. Pet. Nov. 17. Dec. 7, at three, at office of Sols. Cobbett, Wheeler, and Cobbett, Manchester
 SIMMONS, CHARLES, box manufacturer, Milton-st. Pet. Nov. 12. Dec. 1, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Barnett, New Broad-st
 SMITH, GEORGE, labourer, Choriton-on-Medlock. Pet. Nov. 16. Dec. 3, at three, at office of Sol. Dawson, Manchester
 STEPHENS, MARTHA, butcher, Swansea. Pet. Nov. 12. Dec. 1, at three, at office of Sol. Woodward, Swansea
 STROUD, JOSEPH, contractor, Corsham, 11, Lambeth. Pet. Nov. 12. Nov. 28, at seven, at the Claremont tavern, Upper Grange-rd, Bermondsey. Sol. Bilton, Renfrew-rd, Kennington-lane
 TETLEY, JOHN, joiner, Leeds. Pet. Nov. 14. Dec. 2, at two, at Sols. Ward and Sons, Leeds
 THICK, HENRY GEORGE, carpenter, Odham. Pet. Nov. 6. Dec. 3, at three, at office of Sols. Davies and Co., Bewsey, Cheshire
 THOMAS, DAVID, provision merchant, Carmarthen. Pet. Nov. 17. Dec. 3, at three, at office of Sol. Evans, Carmarthen
 UNDERWOOD, NATHANIEL CLAYTON, and JONES, JOHN, machinists, West Gorton. Pet. Nov. 14. Dec. 7, at two, at the Clarence ironworks, Birmingham
 VOASE, CHARLES, sewing machine maker, Leeds. Pet. Nov. 16. Dec. 1, at twelve, at office of Sol. Pullan, Leeds
 WEAVER, GEORGE, carver and gilder, Liverpool. Pet. Nov. 17. Dec. 8, at three, at office of Sol. Ritson, Liverpool
 WILLIS, CHARLES, book and shoe maker, Hook, in Nately Scures. Pet. Nov. 11. Dec. 1, at one, at office of Sol. Chandler, Basingstoke
 WITHERINGTON, JOHN, draper, Earlestown. Pet. Nov. 17. Dec. 3, at three, at office of Sols. Davies and Co., Bewsey, Cheshire
 WARRINGTON, Sols. Davies and Brook, Warrington
 WOOD, JOSIAH, farmer, Hanford. Pet. Nov. 14. Dec. 3, at eleven, at office of Sols. Slaney and Sons, Newcastle-under-Lyme
 WOODHEAD, WILLIAM, tobacconist, Liverpool. Pet. Nov. 17. Dec. 12, at three, at office of Sol. Cotton, Liverpool
 WYARD, JOHN, carpenter, Belle-vue-pl, Cleveland-st, Mile-end. Pet. Nov. 11. Dec. 1, at two, at office of Sol. Shearman, 13, Little Tower-st
 YEATES, THOMAS, greengrocer, Clay Cross. Pet. Nov. 16. Dec. 1, at three, at office of Sol. Jones, Chesterfield

Gazette, Nov. 24.

BAILEY, CHARLES, coach builder, Mansion-villas, Mansion-st, Camberwell, and MOORE, WILLIAM, coach builder, Camberwell-rd. Pet. Nov. 20. Dec. 5, at seven, at 9, Knight Rider-st, Doctor's Comm. Sols. Friedman and Somers
 BAXTER, JOE HENRI, fruiterer, Huddersfield. Pet. Nov. 21. Dec. 12, at two, at the White Swan Hotel, Huddersfield. Sol. Freeman, Huddersfield
 BEAUMONT, SARAH, provision dealer, Bradford. Pet. Nov. 21. Dec. 8, at three, at offices of Sols. Mossman and Haley, Bradford
 BELL, JOHN, auctioneer, Blackburn. Pet. Nov. 19. Dec. 4, at three, at office of Sol. Scott, Blackburn
 BINNS, SETH LAZENBY, out of business, Bradford. Pet. Nov. 21. Dec. 7, at ten, at office of Sols. Watson and Dickson, Bradford
 BLAKE, ROBERT HOWARTH, physician, Great Ormond-st, Bloomsbury. Pet. Nov. 14. Dec. 2, at eleven, at the Hall of the Honourable Society of New Inn, situate in New Inn, Strand. Sols. Northcote, New Inn, Strand
 Braham, LOUIS, scrivener, Richefield-rd, Regent's Park. Pet. Nov. 21. Dec. 7, at ten, at 12, High-st, Portland Town
 BRIERLEY, JOHN, out of business, Sheffield. Pet. Nov. 16. Dec. 4, at three, at offices of Sol. Porrett, Sheffield
 BURRELL, JAMES, boot builder, Middlesbrough. Pet. Nov. 19. Dec. 5, at seven, at office of Sol. Addenbrooke, Middlesbrough
 BURNIP, EDWARD, provision dealer, Old Coundon. Pet. Nov. 21. Dec. 11, at twelve, at office of Sol. Proctor, jun, Durham
 CARTER, MARY JANE, seed merchant, Bideford. Pet. Nov. 17. Dec. 3, at twelve, at offices of Sols. Rookes and Bazeley, Bideford
 CAZEAUX, EDWARD, importer, Newcastle-upon-Tyne and Liverpool. Pet. Nov. 19. Dec. 18, at twelve, at the offices of Mayhew, solicitor, 30, Walbrook. Sol. Ambler, Manchester
 COOK, ROBERT, out of business, Simon's-cottages, Plumstead Viaduct, Finsbury. Pet. Nov. 19. Dec. 7, at four, at office of Sol. Whale, William-st, Woolwich
 COLE, WILLIAM, builder, Coventry. Pet. Nov. 19. Dec. 7, at half-past twelve, at the Castle Hotel, Cross Cheaping, Coventry. Sol. Bullitt, Birmingham
 CORNELIUS, GEORGE, ship chandler, Liverpool. Pet. Nov. 19. Dec. 4, at two, at the office of Harmood, Banner, and Son, accountants, Liverpool. Sols. Jenkins, Rae, and Jenkins, Liverpool
 CRAWSHAW, ALBERT, boot manufacturer, Halifax. Pet. Nov. 19. Dec. 3, at half-past ten, at offices of Sol. Storey, Halifax
 DAY, WILLIAM, general dealer, Osney. Pet. Nov. 19. Dec. 10, at two, at 28, Pembroke-st, Oxford. Sol. Cooper, Charing-cross
 DURRANT, HENRY, grocer, Norwich. Pet. Nov. 10. Nov. 27, at three, at office of Sol. Hargreaves, Norwich
 DYER, GEORGE HENRY, baker, Bedwardine. Pet. Nov. 20. Dec. 9, at three, at office of Sol. Pitt, Worcester
 EDWARD, HENRY GRIFFITH, draper, Bridgeend. Pet. Nov. 19. Dec. 8, at seven, at 1, Somerset-place, Swansea. Sol. Smith
 FRIMM, HENRY, commission agent, Sutherland-gardens, Maida-hill. Pet. Nov. 21. Dec. 9, at three, at the Guildhall Tavern, King-st, Cheapside. Sols. Mercer and Mercer, Copthall-st, Thromington-st
 FLOWER, WILLIAM BRYCE, paper merchant, Manchester. Pet. Nov. 17. Dec. 4, at three, at offices of Sols. Adlleshaw and Warburton, Manchester
 FRY, THOMAS, carriage proprietor, Ilfracombe. Pet. Nov. 17. Dec. 12, at twelve, at office of Sol. Gencraft, Barnstaple
 GERARD, MARY ANN, ironmonger, Cheltenham. Pet. Nov. 19. Dec. 4, at seven, at office of Sol. Morris, Cheltenham
 HALL, THOMAS, licensed victualler, Amington, nr. Tamworth. Pet. Nov. 18. Dec. 4, at seven, at office of Messrs. Sharp, Arden, chambers, Coleman-row, Birmingham. Sol. Price, Stourbridge
 HARRIS, STEPHEN, auctioneer, Yeovil. Pet. Nov. 19. Dec. 5, at two, at the White Lion Hotel, Broad-st, Bristol. Sols. Messrs. Watts, Yeovil
 HARRINGTON, THOMAS, grocer, Leeds. Pet. Nov. 19. Dec. 4, at twelve, at offices of Sol. Pullan, Leeds
 HAWTHORNE, RICHARD, iron founder, Stourbridge. Pet. Nov. 19. Dec. 5, at ten, at office of Sol. Prescott, Stourbridge
 HENRY, RICHARD, fishmonger, Maesteg. Pet. Nov. 19. Dec. 7, at three, at office of Sol. Smith, Swansea
 HOARE, GEORGE ELI, innkeeper, Hungerford. Pet. Nov. 21. Dec. 7, at one, at the Three Swans Hotel, Hungerford. Sol. Lucas, Newbury
 HUGHES, ANDREW WILLIAM, licensed victualler, Blaenavon. Pet. Nov. 14. Dec. 1, at one, at office of Sol. Gibbs, Newport
 JEFFERSON, THOMAS, general dealer, Peterborough. Pet. Nov. 19. Dec. 7, at twelve, at office of Sol. Gachs, Peterborough
 JOHNSON, EDWARD HENRY, provision dealer, St. Helens. Pet. Nov. 19. Dec. 7, at three, at the office of J. B. and B. Leach, accountants, Manor-chambs, Harshaw-st, St. Helens. Sols. Quinn and Sons, Liverpool
 KERNS, WILLIAM, plumber, Leeds. Pet. Nov. 18. Dec. 4, at twelve, at offices of Sol. Whiteley, Leeds

KIPPING, ROBERT, sail maker, Newcastle-upon-Tyne. Pet. Nov. 19. Dec. 3, at seven, at the Northumberland-chambers, Northumberland-st, Newcastle-upon-Tyne
 KNIGHT, WILLIAM, baker, Liverpool. Pet. Nov. 20. Dec. 7, at two, at office of Sol. Bellringer, Liverpool
 KNOTT, JOHN, builder, Gateshead. Pet. Nov. 21. Dec. 8, at seven, at office of J. M. Winter, Westgate-rd, Newcastle-upon-Tyne. Sol. Skinner, Sunderland
 LAND, WILLIAM, baker, Bracknell. Pet. Nov. 19. Dec. 4, at twelve, at the Red Lion Inn, Bracknell. Sol. Snow, College-hill, Cannon-st
 LEYLAND, MICHAEL SAMUEL, ironmonger, Wigan. Pet. Nov. 20. Dec. 9, at two, at the Eagle hotel, Standishgate, Wigan. Sols. Wright and Appleton, Wigan
 LORD, JAMES, bookseller, Openshaw. Pet. Nov. 21. Dec. 10, at four, at offices of Sol. Best, Manchester
 LOWRY, JAMES, whitesmith, Sunderland. Pet. Nov. 17. Dec. 3, at three, at offices of Sol. Lawson, Sunderland
 MACNAY, JOHN EDWARD, draper, Middlesbrough. Pet. Nov. 20. Dec. 25, at twelve, at Mrs. Barker's Temperance Hotel, Bridge-st, West, Middlesbrough. Sol. Bainbridge, Middlesbrough
 MARSH, HENRY DYKE, farmer, Gloucester-st, Pimlico. Pet. Nov. 21. Dec. 9, at two, at the Red Lion Hotel, High Wycombe, Bucks. Sol. Gaskell, Bath
 MCDOWAL, JOHN, draper, Leicester. Pet. Nov. 21. Dec. 10, at office of Sols. Fowler, Smith, and Warwick, Leicester
 MENCH, IGNATZ LEO, tobacconist, Manchester. Pet. Nov. 21. Dec. 11, at eleven, at offices of Sol. Sampson, Manchester
 NICHOLS, ALBERT, general shop keeper, Lonsdale-rd, Baywater. Pet. Nov. 21. Dec. 4, at twelve, at office of Sol. Morris, Staple Inn, Holborn
 RENOWN, WILLIAM, shoe maker, Swansea. Pet. Nov. 19. Dec. 7, at seven, at offices of Messrs. T. B. Cawker and Co., 19, Temple-st, Swansea. Sols. Davies and Hartland, Swansea
 REYNOLDS, ELLIS, silversmith, Bishopgate-st Without. Pet. Nov. 21. Dec. 9, at two, at the office of Chandler, 15, Coleman-st. Sols. Miller and Smith
 RICHARDSON, JOHN, provision dealer, Newcastle-upon-Tyne. Pet. Nov. 21. Dec. 5, at seven, at office of Sol. Hopper, Newcastle-upon-Tyne
 SALSBUURY, JAMES, hatter, Scarborough. Pet. Nov. 17. Dec. 12, at twelve, at offices of Sol. Richardson, Scarborough
 SINCLAIR, JOHN, general draper, Warrington. Pet. Nov. 18. Dec. 8, at seven, at office of Sol. Ridgway, Warrington
 SMITH, WILLIAM, farmer, Bathampton. Pet. Nov. 20. Nov. 11, at office of Sol. Barker, Bath
 SOUTHEY, ELLEN, widow, Cantlowes-rd, Camden-sq. Pet. Nov. 18. Dec. 5, at seven, at office of Sol. Castle, Chesapeake, E.C.
 STATHAM, CHARLES, brickmaker, The Limes, Nunhead-gate. Pet. Nov. 23. Dec. 7, at two, at the offices of Sol. Wilde, public accountant, 27, Moorgate-st. Sols. Eames and Son
 TODD, THOMAS, bootmaker, Birmingham. Pet. Nov. 22. Dec. 10, at twelve, at office of H. Tyrrell, Gray's Inn-sq, Middles. Sol. Clark
 TOWNEND, JAMES, joiner, Over Darwen. Pet. Nov. 18. Dec. 5, at twelve, at the offices of Hamwell, Pennington, and Sauner, Manchester. Sol. Hinde, Over Darwen
 TUCKER, FRANCIS EDWARD, oil refiner, Ploughbridge, Rotherhithe, and Clifton-rd, Peckham. Pet. Nov. 20. Dec. 17, at seven, at office of Sol. Gilliat, Gray's Inn-sq
 VICKERMAN, JOHN; ROBERTS; JOHN WILLIAM, woollen cloth manufacturers, Huddersfield. Pet. Nov. 18. Dec. 4, at seven, at offices of Sols. Hesp, Fenton, and Owen, Huddersfield
 WARD, THOMAS HENRY, watchmaker, Spitalfields. Pet. Nov. 21. Dec. 8, at seven, at office of Sol. Morgan, Cardiff
 WARHAM, CHARLES, ironmonger, Newchapel, nr. Tunstall. Pet. Nov. 20. Dec. 7, at three, at the Swan Hotel, Stafford. Sol. Hollinshead, Tunstall
 WETS, EDWARD PHILLIMORE, farmer, Frampton-on-Severn. Pet. Nov. 19. Dec. 5, at two, at office of Sol. Jones, Gloucester
 WELCH, ALFRED RAYMOND, financial agent, Bladen-rd, Streatham. Pet. Nov. 20. Dec. 20, at two, at the office of Howells, Hill, and Co., public accountants, 22, Great Saint Helena, St. Godfrey
 WELLS, WILLIAM, tailor, Northampton. Pet. Nov. 17. Dec. 2, at seven, at office of Sol. Jeffery, Northampton
 WILSON, FREDERICK, carpenter, Queen's-rd, Saint John's-wood. Pet. Nov. 21. Dec. 15, at twelve, at office of Sol. Rice, Westbourne-rd, Hyde Park
 YATES, JOHN, tailor, Runcorn. Pet. Nov. 20. Nov. 30, at three, at the Patten Arms Hotel, Warrington. Sols. Ashton and Garratt, Runcorn
 YOUNG, JOHN, corn merchant, Shaftesbury. Pet. Nov. 18. Dec. 4, at seven, at the Red Lion Hotel, Milford-st, Salisbury. Sol. Robins, Shaftesbury

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Gries, W. tailor, first 2s., and second and final, 5d. At Trust J. Crowther, Bath-chambs, Manchester.—Larkin, W. hankeeper, 1st inst. At Trust, G. Povey, Huns-st, Huddersfield.—Morgan, J. victualler, first and final, 9s. 9d. At Sols. Messrs. Binney, Esfield.—Moore, G. H. 1s. At Trust, W. Holbrook, 45, Full-st, Derby.—Scale, B. A. T. upholsterer, first, 5s. At Baggis, Clarke, and Joselyne, 28, King-st, Chesham.—Stay, J. innkeeper, first 1s. 1d. At Trust, J. Goldbrough, Phoenix Hotel, Gillingham.—Wark, G. cloth manufacturer, second and final, 14d. At Trust, J. D. Good, Market-pl, Dewsbury.

Orders of Discharge.

Gazette, Nov. 17.

MORRELL, HENRY, and GAITES, FREDERICK DAVID, commission agent, Birmingham

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOGGIS-ROLF.—On the 20th inst., at 37, Harewood-square, the wife of F. D. Boggis-Rolf, Esq., barrister-at-law, of a son.
 MCKELLAR.—On the 22nd inst., at 5, St. Michael's-gardens, Leabroke-grove-rd, W. the wife of Martin W. McKellar, barrister-at-law, of a daughter.
 STREETER.—On the 17th inst., the wife of John S. Streeter, of Croydon, solicitor, of a son.

MARRIAGES.

GROVER-MORGAN.—On the 17th inst., at Glyntaff Church, Glamorganshire, Henry Llewellyn Glover, solicitor, Cardiff, and Pontypridd, to Margaret, elder daughter of Morgan Morgan, Esq., of Pontypridd.
 LANG-HAGGARD.—On the 24th ult., at the Cathedral, Bombay, Basil Lang, barrister-at-law, to Alice Sophia, second daughter of Colonel Baggard, Royal Artillery, Kirkee.
 WILSON-GIBSON.—On the 24th inst., at St. Nicolas' Church, Cork, Edward D. J. Wilson, Esq., of the Middle Temple, barrister-at-law, to Bryanna, third daughter of W. E. Gibson Esq., of Sans Souci, Blackrock, Cork.

DEATHS.

BEVER.—On the 20th, at Great Yarmouth, Oliver Bever, Esq., barrister-at-law, aged 25.
 BOTHAMLEY.—On the 16th inst., at 34, Royal-crescent, Nottingham, Thomas Hilton Bothamley, solicitor, of 13, Queen-street, and late of Coleman-street.
 GARDEN.—On the 18th inst., at The Grove, Hendon, George Frederick, son of Sussex-gardens, Hyde-park, barrister-at-law, aged 76.
 HILL.—On the 15th inst., William Money Hill, solicitor, of New castle-upon-Tyne, aged 43.
 ST. ALBYN.—On the 16th inst., at Weston-super-Mare, Langley St. Albyn Esq., M.A., formerly of Alfoxton Park and Balliol College, Oxford, for many years deputy-lieutenant and magistrate for the county of Somerset, aged 82.
 STANSFIELD.—On the 21st, at Wood House, Todmorden, James Stansfield, solicitor, aged 60.

To Readers and Correspondents.

STUDENT.—Smith.

MR. TEMPLAR.—Write to the under-treasurer of your Inn of Court.
MR. TON AND BARNES.—We have no recollection of the query. Perhaps it was too
ag, or on a point of general law.

MR. RICHARDSON.—It will be noticed in due course.

MR. TREET.—You must consult a solicitor. We cannot publish your query, which
ould be tantamount to affording you facilities for getting advice gratis. The
refession rely on our only inserting queries by those connected with the Pro-
fession.

MR. SUBCREE (Walsall).—To deal with the journal by name would be to give to
a publicity which it does not deserve.—Ed. Sol's. Dept.

MR. TONY.—Anonymous communications are invariably rejected.
communications must be authenticated by the name and address of the writer
it necessarily for publication, but as a guarantee of good faith.

communications intended for the Editor of the SOLICITORS' DEPARTMENT
ould be so addressed.

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BUTLER practised at the Equity Bar, and for some years has been
one of the reporters of the LAW TIMES Reports. This appoint-
ment is doubtless made with a view to the fusion of equity and
law designed by the Judicature Act.

THE Corporation of Dublin has followed a most excellent example
set them by the Corporation of the City of London by giving a
municipal banquet to Her Majesty's Judges. We do not say that
such a practice is admirable in the sense that Judges ever say
anything very brilliant after dinner—although there have been
occasions when extrajudicial utterances at such times have been
chronicled and remembered—but because we conceive that it is
hardly possible to do too much towards supporting and maintain-
ing the dignity of the Bench. In Ireland, more particularly, this
is of importance, inasmuch as those who would defy the law if
they could are apt to avenge themselves for their enforced obedi-
ence by disrespect and outrage upon its officers. Sir MICHAEL HICKS
BEACH made some very wise observations at the recent Dublin dinner,
observing, for example, that Judges should be appointed because
they are learned, and not because they happen to have belonged
to the reigning political party; and that if a smaller number of
Judges than at present constitutes the Irish Bench could do the
work of the Irish courts, the number should be reduced. He also
said that he thought the Irish Bench could favourably compare
with the English Bench or any other Bench in the world. To
this compliment we should not be so ungracious as to take excep-
tion, and we trust the Judges will always strive to deserve such an
eulogium. The LORD CHIEF JUSTICE is reported to have made a
"characteristic speech" in responding on behalf of twelve judges,
ignoring "that headless institution" the Court of Chancery. He
concluded by observing that the twelve Judges are sentinels who
watch with vigilance the lives and properties, the rights and liber-
ties of the subjects of the QUEEN.

THE case of *Baxendale v. The London, Chatham, and Dover Rail-
way*, which was decided on Wednesday last, in the Court of
Exchequer Chamber, affords a good illustration of the law appli-
cable to cases where expenses have been incurred in litigation
without adequate cause. A picture sent to Messrs. BAXENDALE, for
conveyance to Paris, was, on its way to its destination, allowed
to fall into the sea by an *employé* of the Chatham and Dover Rail-
way Company; whereupon the sender brought an action against
Messrs. BAXENDALE for the damage sustained, claiming £1000. On
being applied to by Messrs. BAXENDALE the company denied any
liability—they relied upon the Carriers' Act; but as the value of
the picture had been declared, this defence could not avail, and the
company was so advised by Messrs. BAXENDALE's counsel. Messrs.
BAXENDALE accordingly defended the action themselves. The
verdict was given for plaintiff for £650 and the costs, which
amounted to £280. Messrs. BAXENDALE then sued the company
for the damages and costs. The Court of Exchequer held that
they were entitled to recover the costs only so far as they were
incurred in litigating the value of the picture, and the
defence of the Carriers' Act. The court of error reversed this
decision, on the ground that the costs of the action were not the
consequence of defendants' negligence, and that the defence by
Messrs. BAXENDALE was unreasonable. This latter decision is
sounder than the former, simply from the fact that had the
damages been paid in the first instance, without resorting to the
ultima ratio, Messrs. BAXENDALE had their right of action against
the railway company.

THE Court of Common Pleas has recently pronounced two
decisions of some importance upon the vexed 5th section of the
County Courts Amendment Act 1867, by which a plaintiff recover-
ing not more than 10*l.* in an action of *tort* in a Superior Court is
not entitled to costs "unless the judge certify on the record that
there was sufficient reason for bringing the action in the Superior
Court, or unless the court or a judge, by rule or order, allow
costs." In both cases, the judge who had presided at the trial
and took part in the judgment, had formed a strong opinion
upon the merits against the plaintiff; in one of them Mr.
Justice DENMAN hesitated before concurring with the rest of
the court, and in both the rule to allow costs was refused without
allowing further argument. In *Strachey v. Osborne*, which we
recently reported (31 L. T. Rep. N. S. 374) the action was for
trespass to a manor, and the defendant had pleaded twenty pleas,
the plea of not possessed being amongst them. Mr. Justice BRETT,
who had been occupied for two days in trying the case, had refused
to certify, because he thought the action was brought to "gratify
anger." In declining to review his decision it was necessary to
comment upon *Hinde v. Shepherd* (25 L. T. Rep. N. S. 500), in
which the Court of Exchequer had overruled the discretion of
Mr. Justice WILLES in refusing to certify, and Baron BRAMWELL had
said that a judge was "bound to certify" where a right was put in
issue. The Court of Common Pleas refused to follow *Hinde v.*
Shepherd upon this point, and having thus got rid of all
legal difficulty, proceeded, as might have been expected, to
add one more to the long series of cases in which it has been
held that the court will not review the discretion of a Judge,

The Law and the Lawyers.

reproduce elsewhere the new rules and orders in respect of
attention business in the Probate Court. Forms of subpoenas
d for a commission and requisition for examination of witnesses
; appended.

THE LORD CHANCELLOR has degraded Dr. KENEALY from the ranks
HER MAJESTY's counsel. After this it would seem to matter little
whether the Judges affirm the decision of the Benchers of Gray's
n expelling him from the Profession. The less that is said
out the incidents of a career which has culminated so miser-
ly the better for the Profession and the individual most inti-
mately concerned.

MR. HON. ROBERT BUTLER has been appointed by the LORD CHIEF
RON to the Mastership of the Court of Exchequer, vacated
the retirement of Mr. WALTON, the Senior Master. Mr.
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unless it be very clearly shown that the discretion was wrongly exercised, Lord COLERIDGE intimating that in his opinion the discretion of Mr. Justice BRETT had been quite rightly exercised. In the second case, that of *Flitters v. Alfrey*, decided the last day but one of Term, the plaintiff had brought his action (of trespass) in the County Court in the first instance, and the defendant had removed it therefrom to a Superior Court under 19 & 20 Vict. c. 108, s. 39, by which, if the defendant object to the action being tried in the County Court, and give security for the amount claimed, and "costs of trial in one of the Superior Courts, not exceeding in the whole the sum of £150, all proceedings in the County Court shall be stayed." The question was whether the plaintiff was a weekly or a yearly tenant, the trespass being justified by an evicting warrant under the Small Tenements Act (1 & 2 Vict. c. 74) if the plaintiff were a weekly tenant. The jury had found in favour of the defendant upon this point, but the verdict had been entered for the plaintiff upon a curious point of law being eventually decided in his favour by the court *in banc*. Notwithstanding the adverse opinion of Lord COLERIDGE upon the merits, and notwithstanding the decision of the Court of Queen's Bench in *Pellas v. Breslauer* (L. Rep. 6 Q. B. 438; 24 L. T. Rep. N. S. 762), that the Judge may refuse to certify where a case has been removed by *certiorari* from the Mayor's Court at the instance of the defendant, we cannot hold the law to be so clear as to justify the refusal of a rule, especially as the point cannot be contested in error. It seems to us that after the words "sufficient reason for bringing the action in a Superior Court," the words "as against, or as compared with, the County Courts," should be read in. It seems very hard that when a plaintiff has fully admitted the slightness of his claim by prosecuting it in the County Court, has been forced into a Superior Court against his will, and has finally shown his claim to be legally sound, he should be deprived of costs altogether. And we observe that the words *sed quere* follow the case of *Pellas v. Breslauer*, in Mr. Day's Common Law Procedure Act (See 4th edit. p. 375). We shall be curious to see what view the Court of Exchequer will take.

COMMENTING on a recent case of railway unpunctuality, the *Pall Mall Gazette* observes that "nothing is more common than arrangements on the part of different lines, by which trains supposed to meet each other constantly contrive to miss each other;" and adds that, "though neither company may be legally answerable, such occurrences are a scandal to railway management." We quite agree as to the scandal, but should hope that the railway commissioners would be able to afford a remedy.—See Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31) ss. 2, 3; Regulation of Railways Act 1873 (36 & 37 Vict. c. 48) s. 6. "I can quite understand," said Lord Chief Justice COCKBURN, in *Barret's* case (28 L. T. Rep. O. S. 254), "that two competing companies may so arrange the departures and arrivals of their respective trains as to operate injuriously to the shorter line and inconveniently to the public. In such a case the court would be justified in interposing under this Act" (the Act of 1854). The 2nd section of that Act prescribes that "Every railway company . . . having or working railways which form part of a continuous line of railway communication, shall afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one of such railways by the other without any unreasonable delay . . . and so that all reasonable accommodation may, by means of the railways of the several companies, be at all times afforded to the public in that behalf." Such has been the law for twenty years, and it is scarcely a year ago that the administration of it was solemnly handed over to the Railway Commissioners, who may summarily enjoin obedience to the law on proof of its contravention by "any person complaining," and may enforce obedience to their injunction by attachment of railway directors, and by fining railway companies 200*l.* for each day of disobedience. As our leading railway companies seem to be about to plunge into a sea of competition, we hope that the Board of Trade will not fail to use its powers as railway prosecutor, under sect. 6 of the Act of 1873, in the event of any railway companies indulging their hostile feelings at the expense of the public. Perhaps fresh legislation may be necessary. Indeed, until a railway passenger is entitled to travel with one ticket from Caithness to Cornwall, railway legislation must be pronounced defective.

ONE of the most important practical questions with which lawyers have to deal relates to discovery and inspection. A useful decision on this point is furnished by the case of *Re The Emma Silver Mining Company (Limited)*, which came before Vice-Chancellor MALINS on the 2nd instant. The actual point raised was whether a shareholder could obtain the production of certain documents before a winding-up order was made. Counsel for the company contended that every shareholder had, under the Companies Act, the right to inspect the share register and books, so that, except perhaps upon bill filed or summons for production, no order such as that asked for could be made before a winding-up order. His HONOUR, however, did not assent to this argument, and made the order prayed for in the interests of justice. Courts of law have always shown a justifiable promptness in refusing

"fishing" applications; but the present, as the learned Judge pointed out, was not such an application, and Courts of Equity will give assistance when there is a *bonâ fide* prayer, in order that the truth may be elicited. To the objection that a troublesome shareholder might present a petition containing statements which he had no evidence to support upon the chance that an examination of the books of the company might enable him to make out his case, it was said that the court will not entertain a winding-up petition unless there is some appearance of truth in it. We refer but briefly to the case, as the question involved is at once apparent when the facts are stated.

An interesting question in the law of nuisances came recently before an American court of appeal in the case of *Babcock v. City of Buffalo*. An action was brought to restrain defendants from filling up a portion of a canal in the City of Buffalo. From the evidence it appeared that the Common Council of Buffalo has power to abate nuisances in any manner it thought proper. In supposed pursuance of this power, the council passed a resolution that a certain canal, in which the public had an interest, was unwholesome on account of the stagnant water and filth there collected, and as a means of abating the alleged nuisance, resolved to fill up the canal. The nuisance was proved to be the result of the failure of the Corporation to exercise the powers granted by its charter. It did not appear that the filling up of the canal was an actual necessity for the abating of the nuisance; on the contrary, it was clear that if the Corporation carried out the particular powers with which it was invested, and which were applicable to the prevention of the accumulation of such filth as was here complained of, the nuisance in question would no longer exist. The court restrained the defendants from filling up the canal, holding that the filling up was not a proper exercise of the power to abate nuisances. "The abatement," said the learned Judge, "must be limited by its necessity, and no wanton or unnecessary injury to the property or rights of individuals must be committed." Certainly it would be a serious matter if the rights of individuals were imperilled not through any default of their own, but through the negligence of others; it would be much more serious if the very party who is guilty of the negligence were by reason of such negligence to acquire a right to damage his neighbour's property.

THE right of burial in a Roman Catholic cemetery appears at first sight to be a curious question for the consideration of an English court of law. The discussion of such a question in a civil court is in itself an indication of the relation of the civil to the ecclesiastical power in this empire. This question of right of burial came recently on appeal before the Judicial Committee of the Privy Council in the case of *Brown v. The Curé and Churchwardens of Notre Dame de Montreal*. Judgment was delivered on the 21st Nov. by Sir ROBT. PHILLIMORE, after an argument which lasted for eight days. The representatives of the widow of one JOSEPH GUIBORD, a Roman Catholic who died at Montreal on the 18th of Nov. 1869, now applied for a *mandamus* directed to the Curé and Marguilliers (churchwardens), of the Church of Notre Dame in that city, to bury GUIBORD's body in "La Côte des Neiges," the parochial cemetery of members of the Roman Catholic community. The cemetery is divided into two parts, in one of which, the larger part, are buried those in whose case due rites are performed; in the the other are buried those who have died "*sans le secours ou les sacrements de l'Eglise*," criminals, unbaptised infants, and persons who have committed suicide. GUIBORD was a lay parishioner of good moral character, as well as a baptised Roman Catholic. In 1858 the "Institut Canadien," of which he was a member, fell under the censure of the Roman Catholic Bishop of the diocese for having in its library certain books which were in the "Index Expurgatorias" at Rome. Eleven years after, the Pope forbade any Catholic, under pain and penalties of the church, to belong to the "Institut." GUIBORD died whilst the consequent discussion was proceeding, and the curé refused to bury him in the larger part of the cemetery, a decision in which he was upheld by the Canadian Court of Revision, as well as by the Court of Queen's Bench at Quebec. The learned judge, in delivering the judgment of the Privy Council, justified his jurisdiction by saying, "Even if that church" (the Roman Catholic Church) "was to be regarded merely as a private and voluntary religious society, resting only upon a consensual basis, courts of justice were still bound, when due complaint was made that a member of the society had been injured as to his rights in any matter of a mixed spiritual and temporal character, to inquire into the laws or rules of the tribunal or authority which had inflicted the alleged injury." There was no evidence to show that GUIBORD had been excommunicated by name; and the Quebec ritual required proof of this as a condition precedent to a refusal of ecclesiastical burial. The decrees of the Canadian Courts of Appeal were consequently reversed and a peremptory writ of *mandamus* will be issued to the curé. The importance of protecting the recognised rights of the subject from encroachment from any quarter, whether civil or ecclesiastical, is too obvious to need argument. In the present case, however, there was no need of resorting to first principles as a means of solving the difficulty.

as much as the Quebec ritual distinctly stated that in order to satisfy the refusal of ecclesiastical burial it must be shown that he was excommunicated by name.

WHEN may an agent be said to be empowered to make a binding sale of lands put into his hands for sale? This was a question which was considered in the case of *Hamer v. Sharp*, and decided by Vice-Chancellor HALL on the 24th Nov. It was a suit for specific performance of a contract. An agent received the following instructions: "I request you to procure a purchaser for the following freehold property, and to insert particulars of the same in your monthly estate circular till further notice." Then followed a description of the property: "Present net rent, £150; price £2800: when I will pay you a commission and expenses of £50. About six years' lease, unexpired.—J. SHARP." Without further instructions the agent entered into a contract of sale. The question for his Honour's decision was—Could the contract be enforced in a court of equity? No lawyer is ignorant that a sale of landed property rarely takes place without special provisions being made by the vendor to secure himself, under various circumstances, from expenses and trouble which otherwise would be entailed upon him. We might inquire with the learned judge—Could the agent suppose that he was invested with authority to sign any contract without considering such matter? The agent was employed doubtless as a man who knew what was ordinarily required by a vendor on the sale of landed property. There is another question which respects the rights of third parties. This question, however, was not discussed at any length. His Honour confined himself in his decision strictly to the question of specific performance before the court. "If he (the agent) had a right to enter into any contract at all, it should have been a contract of a different description. This being a case of specific performance, and the court having a discretion in all such cases, it would on that ground alone have said that this contract, if a contract at all, was one which the court would not carry into effect." That being his Honour's view, it was not necessary for him to decide the broad and general question; but he was disposed to hold that when such an authority as the above was given to an agent, having regard to the fact that it related to landed property, the agent should, as a matter of course, state something with reference to limitation of the title. On this ground it was held that the authority did not authorise the agent to sign a concluded contract on behalf of the vendor. The whole matter in dispute was, in truth, whether the court should compel the one party to perform a contract which he alleged not to have been made; or give to the other certain advantages which he could not have expected. For our part we think the principle upon which his Honour proceeded might be carried even to a greater extent. The purchaser might even be expected to discover from the agent's authority whether it allowed him to depart from the fully recognised rules in the transfer of landed estate.

CRIMES OF VIOLENCE AND THEIR REPRESSION.

THE late circular letter of the Secretary of State for the Home Department to the Chairmen of Quarter Sessions on the subject of the repression of crimes of violence and other particulars, seems to have elicited for answer an almost unanimous concurrence of opinion in favour of the use of corporal punishment by whipping or aggravated and brutal assaults, and for those acts of violence which occasion grievous bodily harm. The Criminal Consolidation Acts of 1861 (24 & 25 Vict. c. 96, 97, 98, 99, 100), though of very considerable advantage in forming an almost complete criminal code, do not contain punishments of sufficient gravity to punish all offences with due but necessary severity. By these statutes corporal punishment by whipping may only be inflicted on males under sixteen years of age, and that for some offences only, committed against certain sections of them. Two years later, when the panic caused by garrotte robberies was at its height, the Legislature began to perceive the disadvantage of a false sentimentality in regard to felons, and by the 26 & 27 Vict. c. 44, enacted the punishment of private whipping on males above sixteen, in conjunction with imprisonment, for those offences against the Criminal Consolidation Acts (24 & 25 Vict.) contained in c. 96, s. 43, and c. 100, s. 21. The offences mentioned in these sections refer to robbery with violence, but exclude crimes of violence without robbery. The whipping, moreover, which must not exceed three times, nor more than fifty strokes on each occasion, is to be administered with that instrument which the court decreeing the punishment may consider proper, and which as a matter of practice is the cat-o'-nine-tails.

The only other statutory powers for whipping offenders above the age of sixteen are to be found in the 7 & 8 Geo. 4, c. 28, and in the 5 & 6 Vict. c. 51, s. 2. The former statute enacts that punishment, together with certain imprisonment, for all or any felonies, or offences declared felonies, which by accident or otherwise have no specified punishment. It is the only remaining example of the power to order the alternative of whipping "in public" or in private. The other statute enacts certain punishments, with or without private whipping, for not more than three times, on any person who may attempt to injure or to alarm her present Majesty.

It can scarcely be urged that the punishment of whipping, if extended to aggravated assaults and offences against the person, would be against the spirit of our constitution, seeing that at the present moment it may be adjudged in the case of any felony, for which a specific punishment has not been provided by statute. The motives which actuate such crimes are low, and the sense of the offenders for distinguishing between right and wrong so degraded, that we believe they can only be deterred by forcible appeals to their fear of physical harm. If the suggested punishment of whipping be applicable, and will put an end to, or perceptibly reduce aggravated and brutal assaults, it is a progress towards the main object of all punishment. The county magistrates, and those who have had experience with criminals, concur in the opinion that in such cases no punishment is so effectual or so much to the point as corporal chastisement. Nor can there be any doubt but that whipping was formerly adjudged to many offences at common law, particularly to crimes of an infamous nature, and against the first principles of natural justice and common honesty. It was in great measure left to the prudence of the courts to inflict such corporal punishment, and such fine, and such lien to good behaviour, as seemed most proper and adequate to the particular offence from the consideration of the baseness, enormity, and dangerous tendency, and of other circumstances which in any way aggravated or extenuated the guilt (2 Hawk. P. C. c. 48). Indeed, it may be a question of law whether the punishment of whipping does not still remain for some offences at common law which were formerly punished by it, such as petit larceny, perjury, forgery, cheats, conspiracy, &c. An indirect inference in favour of this may be found in the 1 Geo. 4, c. 57, which after abolishing the punishment of whipping on females, provides that nothing therein contained shall extend to affect "any punishment whatever which may now be by law inflicted in respect of any offence, save and except only the punishment of public or private whipping on female offenders." But, be this as it may, it is certain that the punishment of whipping for such common law offences has not been put into practice in recent times.

THE LEGAL DEPARTMENTS' COMMISSION AND EQUITY COURTS.

THE commissioners appointed to inquire into the administrative departments of the courts of justice deal with County Courts in their Second Report, recently published. They say:

The County Courts, which require annually a provision of about £580,000 for salaries, pensions, buildings, and other expenses, with a per centage of £380,000 in fees, are nearly the only courts, the jurisdiction of which is not expressly transferred to the High Court of Justice by the Judicature Act of last session.

The origin of these courts dates from 1846, when they were established by the Act 9 & 10 Vict. c. 95, which abolished courts of requests and constituted the County Courts in their place.

We have examined Mr. Nicol, the Superintendent of the County Court Department of the Treasury, on points connected with the expenses of these courts, and in regard to the control which the Treasury can exercise over that expense, but we have not thought it necessary to require any further evidence in regard to the duties or remuneration of the officers generally, as the whole question was recently very fully considered by your Majesty's Judicature Commissioners, who, after taking a good deal of evidence, made a report, which was presented to Parliament in 1872, in which they described the jurisdiction, manner of payment, and duties of the Judges and officers of the courts. In the conclusions arrived at by the Judicature Commissioners, so far as they fall within the scope of the inquiries intrusted to us, and so far as they would aim at diminishing expense by a concentration of courts, and a simplification of the business discharged by the officers, we generally concur, but it appears to us that some further observations on these questions may not be out of place.

The anticipation of the Judicature Commissioners that the County Courts would be constituted as branches of the High Court of Justice, under the Judicature Act, has not been realised. We do not know how far it is the intention of your Majesty's Government hereafter to propose legislation with a view to give effect to the recommendations of those commissioners, but it appears to us that there is room for a considerable concentration of courts, and for a diminution of the number of the Judges and registrars.

It was stated to us that the plan of establishing centres for County Court jurisdiction, which the Judicature Commission has recommended, might be open to the objection that it would oblige suitors in small cases, which constitute the mass of County Court business, to go long distances, before the case in which they were interested could be heard.

Any such result as this would, no doubt, be opposed to the principle on which the courts were established, viz., to bring an expeditious and inexpensive means of recovering small debts within the reach of everyone.

It is not, however, clearly established that such a result need necessarily follow from the adoption of this plan, but in any case there would be no departure from the principle referred to, if the circuits were made larger in extent, and the number of judges diminished, so that the judges generally should be required to hold more courts, and at more places, than is now the case.

The number of judges is limited by statute (21 & 22 Vict., c. 74) to sixty, and there are at the present time fifty-seven, so that some absorption of circuits has taken place, but Mr. Nicol is of opinion that there is room for further consolidation. We find that although the days of sitting of some judges occupy nearly half the year, the average annual attendance of the whole number in the last ten years has not exceeded 135 days, so that it is not unreasonable to suppose that more work might fairly be required of them, without unduly taxing their powers, or risking that the business should be done too quickly, or slurred over.

We observe from the same return that the attendance in court and at chambers of the common law judges averages 200 working days in the year.

Mr. Nicol, in reply to questions put to him, when examined before the Committee on Civil Service Expenditure, and also before ourselves, admitted that the Treasury possesses no power to carry out a reduction in the number of County Court judges, and had no initiative in the matter, the discretion resting under statute with the Lord Chancellor.

We are of opinion that the remuneration now prescribed by Statute 28 & 29 Vict., c. 99, for the judges, viz., £1500 a year, is not excessive, although the extension of equitable jurisdiction to these courts, which was the reason for granting the increase of salary, does not seem to have materially added to the duties of the judges. Since then, however, they have had increased work given to them in bankruptcy, and, in a few instances, in Admiralty suits; and it appears to us that, even if future judges are required to undertake enlarged circuits, the salary now received would be sufficient.

The registrars at present are 498 in number; and, as the Act of 19 & 20 Vict., c. 108, sect. 9, provides that there shall be a registrar for each court, a reduction in the number of these officers could only be effected in one of two ways: by placing several courts under one registrar, or by diminishing the total number of courts.

It appears that the Legislature in 1856 advisedly put a stop to the practice of having one registrar for several courts, and that it is still thought desirable to limit a registrar's duties to one court. It would seem, indeed, that, even if a registrar were able to discharge his duties in several distinct courts, he must still have an office in each place where courts are held, to enable plaintiffs to be entered, so that there would be no great saving by such an arrangement. The diminution of the number of courts appears more feasible, and is required by the small amount of business which some of them now transact. Mr. Nicol considers that sixty might be abolished.

There are, no doubt, anomalies in the present manner of remunerating the registrars, as they are paid partly by salaries, regulated according to the number of plaintiffs which they issue and for other description of work by fees.

In principle there is little to distinguish the salaries, which are regulated by the number of plaintiffs, from a payment altogether by fees; as the registrar receives and accounts for the latter, from which he is then permitted to deduct the amount of his salary; so that whatever objections attach to a system of remuneration by fees, as giving an officer a personal interest in the litigation brought into his court, would apply in an equal degree to salaries so regulated. This mode of payment dates from 1856, when it was established by the Act of 19 & 20 Vict., c. 108, on a recommendation of a Royal Commission in 1855 on County Courts; (a) but it appears that, whereas the Commissioners had contemplated a minimum salary of 60*l.* for 200 plaintiffs, the Act provided one of 120*l.*, now reduced to 100*l.* under the later statute of 29 Vict., c. 14. The registrars, therefore, not only have obtained a higher scale than was originally intended, but the system seems burthened with unnecessary complexity; because it is provided that up to 6000 plaintiffs the registrar is to pay for his clerks out of the fees which he takes, and the balance goes to his remuneration; but above 6000 plaintiffs he receives a fixed salary, which cannot exceed 700*l.*, and his clerks are paid for by the Treasury.

If the principle of a payment by results, to cover all expenses, is good up to 6000 plaintiffs, we should consider it equally good for any number above that limit, and we think that it might be possible so to recast the scale as to provide for a payment by results throughout, whatever the number of plaintiffs, without leaving too large a profit to the registrars.

The Judicature Commission has, indeed, recommended that the registrars should be paid wholly by salary, and precluded from practising in any profession while holding the office. This latter suggestion could only be carried out if the plan of establishing central courts were adopted, because, at present, the business in a great majority of small courts is so limited that no salary which could reasonably be assigned for such duties would compensate a professional man for renouncing his practice.

We are not prepared to say that it would be undesirable to pay these officers wholly by salaries, but if it is coupled with a renunciation of practice, they might regard themselves as standing in the position of permanent civil servants of the Crown, and as such entitled to pensions. An addition to the pension list of any considerable proportion of 498 officers is a serious consideration, unless compensated for by diminution of salary.

In the event, however, of a payment by fixed salary being substituted for the present system we consider that an allowance, regulated according to the extent of assistance required, should be made to the registrar to enable him to provide clerks.

The number of treasurers and of high bailiffs of the courts is in process of gradual reduction, under an Act passed in 1866 (29 Vict. c. 14), by which it is provided that, as vacancies occur in the office of treasurer, the office shall be abolished, and the work be discharged by such persons as the Treasury shall think fit. There are now thirteen treasurers, the number at the time of the passing of the Act having been twenty-three. By the same Act, arrangements were made to insure, as far as possible, that as the office of High Bailiff falls vacant it shall be merged in that of Registrar, and the result is that the numbers of these officers are being reduced at the rate of about fifteen a year. Having regard to these considerations, it does not appear to us to be necessary to offer any further observations respecting these two classes of officers.

By an Act of 1870, 33 & 34 Vict., c. 15, the duty of providing courts and offices for the County Courts was vested in the Office of Works, and this service appears, therefore, to be under the control of a responsible department of Government.

We have taken some evidence on the subject of the introduction of the stamp system in the collection of the fees of the County Courts. They are now taken in money, constituting in this respect an almost solitary exception to the present practice in other courts. It is very desirable to have uniformity in such matters, if possible, but the officers of the County Courts are opposed to stamps, because they say:

1. That they are not required for security and for preventing dishonesty, as under the arrangements now adopted no fraud can be perpetrated.

2. That having regard to the class of suitors in County Courts, who are often illiterate people, and the rare employment of professional men, the system would not be understood, and mistakes would be of constant occurrence.

3. That the work of audit of the accounts would be enormously increased if stamps were substituted for money payments.

On this we would remark:—

1. That even if the present system were as perfect as is maintained, the

constant handling of small sums of money by so many persons in subordinate situations appears to us to be likely to lead to temptation, and to be undesirable if it can be prevented.

2. That the plea that the stamp system would lead to confusion has, we believe, been advanced in every case in which it has been proposed to bring it into operation, but the result has shown that such fears were unfounded, and we see no greater reason why the suitors in County Courts in England should find a difficulty in paying their fees in stamps than the corresponding class in the Civil Bill Courts in Ireland, or the class of persons, often illiterate, who are now allowed to prove wills, without professional aid, in the Probate Court.

3. It is probable, if the present system of bookkeeping were continued, after the fees had been taken in stamps, that the labour of audit would be increased, and we have no doubt that this result would follow on the adoption of a plan which was suggested by Mr. Nicol in his evidence. It would not be safe to allow stamps to be attached to any document which passed out of the custody of an officer of the court; but we are of opinion that if the plaintiff notes were prepared in books, with counterfoils, the particulars being entered both on the plaintiff and on the counterfoil, and if the stamp were attached to the latter, while the plaintiff note was taken away by the suitor, it would enable the audit to be effected as easily as at present. The counterfoil would serve as a record, and as the stamps would remain in the custody of an officer of the court, arrangements could be made to prevent them from being afterwards tampered with.

Either in this, or in some other way which may suggest itself to the practical knowledge of the officers of the courts, we consider that an effort should be made to introduce the system of collecting the fees in stamps.

REGISTRAR OF COUNTY COURT JUDGMENTS.

In the vote for the County Courts provision is made for a small office called that of Registrar of County Court Judgments. This office appears to have been established in 1852 under the authority of an Act, 15 & 16 Vict. c. 54, which gave power to the Treasury to establish a registry under such regulations as they might appoint. All judgments for debts in County Courts in England which equal or exceed £10, and which are not satisfied within fourteen days after judgment, are sent up to be registered in this office. The Registrar stated to us that 25,156 judgments had been registered in the last year, and that 9513 searches for judgments were made, the object being to enable parties to ascertain the credit of tradesmen and others whom they might be inclined to trust, by searching to see if there were any judgments registered against the person in question.

Since its institution, the orders for protection of property of deserted married women have been directed to be registered in the office, and also judgments and decrees under the County Courts Equitable Jurisdiction Act of 1865, and the Admiralty Jurisdiction Act (31 & 32 Vict. cap. 71).

The fee on a single search is 6*d.* (10*s.* in advance will pay for forty searches if all made within a month), and 1*s.* on a certificate, many of which are sent into the country in answer to inquiries whether any judgments are registered against a specified person; but the fees do not nearly pay the expenses of the office, having amounted last year to under £300, while the salaries and expenses came to over £1300. The Registrar receives £700, and there are two clerks at £350 and £150 respectively.

It appears to us that the institution of this office for the purposes specified is of somewhat questionable policy, but that, at all events, it is one which, if it exists at all, should be self-supporting, and that the public ought not to be called upon to pay for the benefit of a particular section of the community.

It would be possible we consider, on a vacancy, materially to reduce the salary of the registrar and the other expenses, and to have a person at the head of the office with a salary about equal to that of the present chief clerk, the work of entering the judgments being done chiefly by writers. We are, moreover, of opinion that, if the office is to continue, the fees should be increased to such an amount as will cover the cost incurred. The Treasury appears to have sufficient power under the Act to effect these objects, but its continuance might well be dispensed with by providing that this office should form part of the one Writ, Process, Judgment, and Record Office, of which we have recommended the creation for the Supreme Court. Into that office we have already recommended the merger of the existing Registry of Judgments attached to the Court of Common Pleas.

LAW LIBRARY.

A Concise Treatise on Powers. By GEORGE FARWELL, Barrister-at-Law. London: Stevens and Sons.

To walk in the footsteps of Lord St. Leonards shows some courage, not to say temerity. And Mr. Farwell has not only done this, but he has endeavoured to compress his work, and lay down distinct principles, which he illustrates by references to cases, such principles being, whenever possible, the *ipsissima verba* of the judges. Although we have referred to Lord St. Leonards we should mention that whilst Mr. Farwell acknowledges the use which he has made of the noble lord's treatise, he particularly states that "the statements and conclusions in this book have been arrived at independently."

There are some who object to go out of the beaten path which text writers have trodden for hundreds of years. There are those who pin their faith to cases, who think the highest merit of a writer on law to lie in his want of original and slavish adherence to precedents, and are inclined to ridicule attempts to simplify the law by reducing it to principles. This line of thought is certainly not characteristic of the most advanced thinkers among lawyers, and in a treatise which lies on our table—Mr. Chute's essay on Equity under the Judicature Act—it is recognised that the distinguished judges of modern times have done more to define principles and to clear our jurisprudence of uncertainties than all the lawyers of previous generations. And we certainly congratulate Mr. Farwell on his courage in attempting to make a contribution to those efforts of the Bench. If law is ever to be simplified it will be done by the aggregation of individual efforts. Beyond doubt it is no easy matter to crystallize principles—to write statements which can

(a) In the Report of 1855 the registrar is called "clerk." The title of registrar was given to the clerk in the following year by 19 & 20 Vict. c. 108, s. 8.

is pointed out as the established law of England. But if fifty out of every hundred are sound, and are recognised as such, what an important step would be taken in improving the condition of our law books!

The scheme, however, is one thing, the execution of it another, and on looking carefully into Mr. Farwell's book, we doubt very much if anything has been gained by selecting certain statements to be numbered and placed in prominent positions in the text. What, for example, is gained by indenting and printing in large type a passage beginning "But as a general rule," &c. (p. 15); "Although," . . . "Yet," (p. 65). Then, again, an illustration within a principle is a cardinal blunder; as (at p. 108) "Where anything essential, and not merely formal, such as"—could anything be more lame? But the continuation of the passage is quite as bad—"such as the consent of any third person, is required to the execution of a power, it" (which of course means "anything") "cannot be dispensed with, and the conditions under which it" (here the consent we suppose) "is to be given, must be strictly complied with." We don't know if these are *ipsissima verba* of some judge—if so we, had we been compiling principles, should have declined to adopt them.

Now, having looked into this work, we may say it is a very respectable treatise on powers. The author, undoubtedly, has not the intellectual qualifications of a codifier, and he would have done well to have put aside all idea of settling principles. Apart from this aspect of the work, it is decidedly commendable, and ten years hence Mr. Farnell may see his way to amending it, either by learning to codify or by running his prominent principles into his text and abandoning the ambitious attempt to do two incompatible things at the same time.

Equity under the Judicature Act. By CHALONER WILLIAM CHUTE, Barrister-at-Law. London: Butterworths.

This is a work, the utility of which is not altogether obvious. Common law and equity are to be administered under the same procedure, and whether the principles classified under one category conflict with those classified under the other is of no great practical importance. If any such conflict exists it will make itself felt, and when felt will be dealt with in each case without difficulty, the High Court being endowed with unlimited power and uncontrollable machinery. Mr. Chute, therefore, in putting forth this treatise, can only have desired to exercise his intellectual faculties in a familiar field, for the edification of his contemporaries, and we give him credit for supposing that he, in writing it, was doing something for the benefit of lawyers and the public. His hope, neatly expressed in his preface—for there is no doubt of Mr. Chute's capacity to express himself—is that he has "succeeded in showing, that while in respect of trusts (which are thus outside the common law), equity has, no doubt, assumed to carry out the 'intention of the parties' to 'leave no wrong without a remedy,' and to 'soften the rigour of the common law,' in respect of all other rights equity follows the common law, and only gives greater effect to its remedies. So that the fusion, which is now decreed by the Legislature, will not be a mingling in confusion of two systems differing in principle, as well as in procedure, but re-uniting in one connected framework of two systems, which, by the accidents of history, have for five hundred years been separated from each other to the disadvantage of both."

Our author's theory is that equity is a portion of law severed accidentally from the common law. That which he calls accidental was the deliberate action of suitors in appealing from common law strictness to the Chancellor, and the creation of a new jurisdiction was the necessary consequence of the exercise of remedial functions by the representative of the sovereign. However, there was a severance, accidental or otherwise, and the second question is what difference of principle is there in the two systems? Here, again, Mr. Chute uses his pet word accidental; the difference between law and equity is accidental and historical, and not in any way essential.

Beyond all question equity follows the law, and in recent times there have been many illustrations that the very same thing can be done either at law or equity, in precisely the same way. In discovery, trusts, mortgages, and specific performance, and so on, equity is supreme, and Mr. Chute defines equity as "administered in the Court of Chancery," and in an imposing paragraph, in capital letters—a mistaken method of giving emphasis—as "That part of the law which, having power to enforce discovery, administer trusts, mortgages, and other fiduciary obligations; administer and adjust common law rights where the courts of common law have no machinery; supplies a specific and preventive remedy or common law wrongs where courts of common law only give subsequent damages."

We cannot concede Mr. Chute much space for the consideration of his work, excellent as it is in its way, because we do not see that it will at all aid in the administration of the law under the Judicature Act. This Act, however, will be found set out *in extenso* at the end of the work, and to the student commencing to study under the new system, Mr. Chute's treatise may thus prove of service. We conjecture that he designed it on purely theoretical principles; he thinks clearly, writes very well, and we

do not know that it is a demerit that he could have had no particular object in view in producing such a work. As a small and meritorious contribution to the history of jurisprudence it deserves to be welcomed.

A Magisterial and Police Guide. By HENRY C. GREENWOOD, Stipendiary Magistrate for the Staffordshire Potteries; and TEMPLE C. MARTIN of the Southwark Police Court. London: Stevens and Haynes.

THE law relating to magistrates is a very important part of our jurisprudence, and upon the skill with which the statute and case law is expounded by text writers depends in a great measure the successful administration of the criminal law. The fact that Mr. Greenwood, evidently ably assisted by Mr. Martin, should have entered a field already occupied by Oke and Burn, the latter work having been recently edited with most elaborate care by high authorities, would appear to show that magistrates are not altogether satisfied with the way in which the subject of the jurisdiction of magistrates, and police law generally, has been dealt with. And we notice that our authors do not confine themselves to the duties of magistrates only, particular attention, we are told in the preface, having been paid to the duties of constables.

For the form of the work we have nothing but commendation. The subjects are treated in alphabetical order—obviously the simplest and most intelligible form for a treatise on law where the subject is plainly divisible and capable of classification. The subjects thus classified are preceded by a valuable introduction commencing with the jurisdiction of magistrates in indictable offences, which is followed by a dissertation upon their jurisdiction in summary matters. As illustrating the desire of our authors to attain to lucidity, we may refer to the first page of this introduction, which opens thus:—

"Before proceeding in any matter the justice should inquire:—

"1st. Whether he has jurisdiction.

"2nd. If more than one or any particular description of justice is required.

"3rd. Whether a time is limited for any of the proceedings.

"4th. What are his powers by the commission of the peace or by statute."

Under each head a short explanation is given, and the writer, Mr. Greenwood, whose qualifications for the task no one can question, proceeds to treat of jurisdiction under 11 & 12 Vict. c. 42, ss. 2, 3, 5, 6, and 7. This brings us to the mode in which the statute law has been treated, and to explain this we turn to the preface, where we are told that the form of the statutes has been as little interfered with as possible, but the sections which relate to procedure and other matters of that nature have been collected into foot notes, and referred to as required. By this arrangement the text has been confined almost entirely to the sections creating offences, &c.

Having given this description of the plan of the treatise it only remains for us to observe upon the execution of the design. It is perfectly plain that a vast amount of labour and intelligence has been expended with the conscientious desire to produce a reliable guide. The foot notes, to which all observations, directions, subordinate sections of Acts of Parliament and cases are relegated, contain all the information necessary to elucidate the text, which, as we have said, is wholly statute law. The portion of the work entitled "Intoxicating Liquors" is an excellent and at the same time a very concise treatise on the licensing law and we should imagine would prove of great use to magistrates and their clerks. In the text we have the statutes unencumbered with individual criticism, and the notes whilst full of important, illustrative, and explanatory matter, are concise, the effect of decisions being shortly stated, no effort being made by the authors to indulge in unnecessary writing so frequently the bane of authors and publishers.

In short, we may say we have here our ideal law book. It is at once in itself an index and a digest. We have long been of opinion that in order to simplify English law it must first be arranged in order, alphabetical or otherwise, letting the Legislature speak where it makes the law, and citing the recognised authorities clearly and without comment where the law is to be found only in text books and cases. Messrs. Greenwood and Martin have produced a work which is of moderate dimensions and price, whilst from our examination of it we believe it may be said to omit nothing which it ought to contain. Without wishing to disparage any existing text book, we believe this before us will prove of more practical use as being better arranged than either Oke or Burn. Those are very valuable works, and will always retain their place in favour, but we think Messrs. Greenwood and Martin will find a hearty welcome wherever magistrates desire to be informed by easy reference of the nature and extent of their jurisdiction and powers.

We have received the third edition of *Snell's Equity*, by Mr. J. R. GRIFFITHS (London: Stevens and Haynes). The statute and case law has been brought down to the time of publication, and this admirable standard work may therefore be used without any more assistance than is afforded by the current reports.

LEGISLATION AND JURISPRUDENCE.

SUPREME COURT OF JUDICATURE.

SECOND REPORT of the Commissioners appointed to inquire into the Administrative Departments of the Court of Justice.

(Continued from page 61.)

THE MASTERS' OFFICES.

In these offices is performed all the formal business incidental to proceedings in the several courts. The action of the court in every stage in a cause, from writ to judgment, has to be initiated and recorded here. The office is required to see that the prescribed stamps are affixed to the documents brought in and to obliterate them when affixed. The Writ of Summons Office, the Appearance to the Summons Office, the Rule Office, and the Judgment Office (including in the Queen's Bench a registry of bills of sale) are offices of which the titles sufficiently indicate the work done in them. All are under the personal supervision of the masters of the court, who in a fifth division of their department, called the Masters' Office, conduct their correspondence; receive and pay out money paid into the court to which they are attached; take cognizance of all applications for admissions to the roll of attorneys to their court, and of all articles of articulated clerks.

The masters themselves—

- Attend in rotation the court to which they are attached.
- Hear summonses and make orders on interlocutory matters and causes.
- Hear and decide without appeal, causes referred to them for that purpose, by consent of parties, or by order of the court.
- Tax bills of costs.
- Examine and certify candidates for admission to the roll of attorneys.
- Report upon matters referred to them by the court.

There are five masters, including the Queen's Remembrancer, for civil business attached to each of the Superior Courts of Common Law. For criminal business the Queen's Bench has the assistance of the Queen's coroner and attorney, and of a master, making seven masters attached to that court. The qualification for mastership on the civil side is fixed by 1 Vict. c. 30, s. 10; and persons appointed must be barristers, or pleaders, or attorneys in actual practice, and of not less than five years' standing in their degree; or clerks of not less than five years' standing in any one of the masters' offices.

There has not hitherto been any qualification prescribed by statute for the clerks in the offices. But by the Judicature Act all officers and clerks hereafter to be appointed to the High Court of Justice under Part V. of the Act, and whose whole time shall be devoted to the duties of their offices, are to be deemed to be civil servants of the Crown.

At the present time the subjects prescribed for the general examination of candidates for clerkships in the masters' and associates' offices are as follows, viz.:

- Handwriting and orthography.
- Transcribing.
- Comparison of copies with originals.
- Elementary arithmetic.

There is no other necessary qualification, either of knowledge or service.

The duties of masters and clerks in the offices of the three courts and the organisation for discharging them are in most respects identical. Tradition has preserved certain slight differences of practice and of administration in the Queen's Remembrancer's Office, and in the Queen's Bench a registry of all bills of sale introduces a special and important feature in the business of that court. But in the main the description of the administrative civil business of one court is applicable to that of another. The organisation should therefore be identical, and it would seem that, assuming the law business to be equally divided among the three courts, the numbers of clerks and officers employed should be the same in each.

At the present time we find an inequality in the distribution of the business between the three courts, and an inequality—not proportionate, however, to the work—in the respective staffs. Though the civil jurisdiction of the three courts is concurrent, it is still left to the suitor to decide in which court he will bring his plaint, so that the business of a particular court varies with the wish or fancy of the suitor. As a matter of fact the business does vary, and has always done so. The commissioners who in 1834 reported on the proposal to consolidate certain offices in the King's Bench and Common Pleas dwelt upon the fact, and set forth that in 1833 there were issued the following processes:—

	Exchequer.	King's Bench.	Common Pleas.
Writs issued	39,637	32,400	11,750
Causes tried	564	637	491
Final judgments entered	6264	7483	3384

The judicial statistics for the year 1872 show a like disparity in every branch of business common to the three courts. They show that the Exchequer now, as in 1834, though the court may not sit longer than either the Queen's Bench or Common Pleas, has by far the largest share of administrative work.

Nature of the Proceedings.	1872.								1871.		1862.	
	Queen's Bench		Com. Pleas.		Exchequer.		Total.		Total.		Total.	
	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.	Matters heard.
Writs of Summons issued ...	20,898	...	17,117	...	25,911	...	63,926	...	65,297	...	103,584	...
Writs of Capias ... ..	...	...	...	...	...	...	...	...	...	...	582	...
Appearances entered	7224	...	5948	...	8295	...	21,467	...	21,792	...	27,643	...
Judgments	7740	...	6306	...	9508	...	23,554	...	24,129	...	36,166	...
Executions	4726	...	4507	...	6071	...	15,304	...	15,940	...	25,737	...
Hand Motions and on Side Bar Rules	573	...	486	...	572	...	1631	...	1767	...	3527	...
Causes referred to Masters...	192	...	273	...	321	...	786	...	714	...	596	...
Motions for New Trials ...	...	191	...	145	...	235	...	571	...	561	...	531
Other special Motions ...	...	196	...	163	...	216	...	575	...	582	...	81
Errors from Inferior Court	...	...	...	...	...	...	...	...	...	...	...	...
Appeals from County Courts	...	10	...	9	...	8	...	27	...	34	...	10
Special Cases ... ..	...	26	...	26	...	21	...	73	...	76	...	6
Demurrers... ..	...	32	...	24	...	31	...	87	...	59	...	10
Appeals from decisions of Justices ... ..	...	...	...	10	...	4	...	14	...	7	...	1
Appeals from decisions of Revising Barristers ...	...	...	...	12	...	...	...	12	...	18	...	...

It is obvious that the greater or less number of processes issuing out of the court must affect the work of the clerks, and should therefore affect their number. Yet we find that at the present moment the numbers in the masters' offices in the three courts are as under:—

	Queen's Bench.	Common Pleas.	Exchequer.
Principal Clerk... ..	1	1	1
First Class Clerk	3	2	2
Second "	5	3	4
Third "	7	4	5
Fourth "	7	4	6
Total	23	14	18
Cost in 1873-74	£7749	£4555	£5552

The scale of pay in each court is the same for each class of clerk, except the first-class clerks of the Queen's Bench Master's Office, who receive a minimum pay of £50 a year more than first-class clerks in the other two courts, and rise to a maximum £50 higher.

The scale is as follows:—

	Minimum.	Annual Increment.	Maximum.
Principal Clerk... ..	£600	20	£700
First Class Clerk	450(a)	20	550
Second "	310	15	400
Third "	210	10	300
Fourth "	100	10	200

At first sight it would seem, on comparison of the business done with the numbers employed to do it, that the staff of the Queen's Bench is far in excess of requirement, the Court of Exchequer getting through say 20 per cent. more business with 22 per cent. less staff. But to correct the comparison it should be borne in mind that, in the Judgment Office of the Queen's Bench is discharged the special and distinctive duty appertaining to bills of sale, their registration and search, a duty upon which one second-class clerk and two other clerks are engaged, and that the management of the articles of articulated clerks, and of the admission of Attorneys is peculiar to the Masters' Office of that court.

Assuming for the moment that these clerks are fully engaged upon the bills of sale business, there remain twenty clerks to discharge 20 per cent. less business of the same kind as is discharged in the Court of Exchequer with eighteen clerks.

We do not find any justification for this disproportion, and while we are of opinion that, on a redistribution of the business in the High Court of Justice, and by a re-arrangement of some of the work as it is, it might be possible to reduce by two the number of clerks in the Exchequer—we are persuaded that the staff of the Queen's Bench Masters' Office might properly be reduced to a number proportionate to its business as compared with that of the Exchequer.

The bill of sale business is, doubtless, of con-

(a) In Queen's Bench the minimum is £500, the maximum £600.

siderable importance, but we are of opinion that, whatever may be said of other branches of the office, there is no reason why this office should not be open to the public for six hours a day all the year round. In that event we are of opinion that, assuming no increase in the number of bills of sale, the staff engaged upon them might be reduced.

We have not thought it within our province to criticise minutely the books and forms used in the offices; but in the course of inquiry into the process of business generally, it has been under our notice that considerable labour and time are devoted in each office to keeping up the records of

rules granted. That a record is necessary we are satisfied, but having particularly pursued the subject, we are of opinion that the present mode is not only costly in point of time, but also unsatisfactory in itself, seeing that what purports to be an entry of the rule as granted is not a copy of the document given out to the public, but an extension of the very slightly abbreviated draft from which that document was made out. We think this draft should be considered as the original, which it really is, and be kept indexed as such; and that in the case of side bar rules and rules of course, which are made out on common forms, the only record should be in the present index, which should contain numbered specimens of the forms on which the rules are made out. Wherever the common form is departed from, the record of the rule should be, in extended form, in the book where rules drawn up from minutes of orders made in court are recorded.

The habit of fresh copying, or rather of extending, the rules in the office books into the Records of Entries, dates, we are told, from the times of Charles I. The head clerks in the Rule Offices of Queen's Bench and Exchequer explained to us that "there was a stamp duty formerly for the entry of the rule. The fees were abolished, but the entries were continued." The revenue objects achieved by the entry books having ceased to operate, and it being possible to secure not only a record, but a record of the document actually issued, by the plea indicated above, we are of opinion that the existing practice should cease, and we urge it on grounds directly connected with our commission, in that the abolition would release for other purposes the power of two clerks in each court out of term time. Mr. Le Maire told us that "the keeping of those records just occupies the time (in vacation) while the office is open."

We see no reason for continuing the distinction between the pay of the first-class clerks in the Queen's Bench and those in the other courts, and we recommend that as vacancies occur the distinction be abolished.

In ascertaining the duties discharged in the masters' offices, we have sought also to know whether there is anything in the nature of the duties of the departments of each court which would militate against a fusion of the three in one. Such a fusion seemed to be desirable, not only on general grounds of good administration, but because, in view of the project contained in the Judicature Act for fusing the courts themselves, it seemed to follow that if by any means it might be possible the administrative departments of the courts should be fused also. It is provided by the Act that every action in the High Court shall commence by a writ of summons, stating shortly the nature of the complaint. And though it is provided that the writ "shall specify the division of the High Court to which it is intended that the action shall be assigned," power is also taken for the court to distribute the business amongst its divisions, without respect to the indicated choice of the suitor, if it be contrary to the rules of court or provisions of the Act.

We see no reason whatever why all process of every kind should not issue out of one department—at least for the common law divisions,—and we

advise the merger of the existing distinctive staffs and duties. The precise extent to which reduction of numbers would follow on the adoption of his plan, we are not prepared to say. Much will depend upon the character of the new business as it will be developed by the fresh rules of court. But that considerable diminution will result from concentration of work, we cannot doubt. The exact numbers and salaries to be placed on the permanent establishment of the new department should, in our opinion, be a subject for consideration and report by a committee of persons to be nominated by the Lord Chancellor, and other presidents of divisions, in communication with the Commissioners of your Majesty's Treasury, after six months' experience of the new order of procedure.

(To be continued.)

SOLICITORS' JOURNAL.

IN another column we publish a letter from a country solicitor, on the subject of the Land Titles and Transfer Bill of last session. This letter contains many practical suggestions which, in the interest of the Profession, deserve especial attention. The Lord Chancellor rightly or wrongly refused last June to receive a deputation from the Associated Provincial Law Societies, and inasmuch as this association is undoubtedly a very influential body in the Profession, solicitors must look to the Council of the Incorporated Law Society, and to the council alone, to protect their interests on this important question. The council will, of course, learn as early as possible whether the Bill in the form in which it was last before the House of Commons is to be introduced next session, and, if so, the council will no doubt secure combined action on the part of the Profession in regard to it. We quite believe that a scale of charges such as those proposed by numerous societies and individual members of the Profession, if embodied in a short enactment, will amply meet the objections urged against the present system, and ought to satisfy its most violent opponents, some of whom may be found in the ranks of the other branch of the Profession.

THE Lord Mayor's Court is, not without reason, a very popular court in the City of London, while the City of London Court is, among City men, equally unpopular. The judges of the Superior Courts occasionally fall foul of both, in the case of the former usually by way of the issue of writs of prohibition, and in that of the latter in the most recent case in consequence of Mr. Commissioner Kerr refusing to act on an order made at the Common Law Judges' Chambers, on the ground that the judge's signature had only been stamped on the form in the usual way, and that therefore he was not satisfied that the application on which the order was founded, had really been considered by the judge within the meaning of the statute regulating the procedure in question. The object, however, of our present observations is to point out that it is not the judges of the Superior Courts who have much ground of complaint in regard to the action of these inferior tribunals. Country solicitors are constantly crying out against the service—we refer particularly to the Lord Mayor's Court—of process out of the jurisdiction, and the exceptional powers of attachment enjoyed by his City court, though it is considered by many that this should be similarly extended to the Superior Courts. But again, in the matter of costs, the country solicitor and his London agent are not considered. No close copies are allowed in taxation, although they are very properly allowed in agency cases in the Superior Courts in taxation of party and party costs. The disallowance we consider manifestly unfair; close copies must be made and paid for by some one. True, the amount of such copies would not usually be large; still, it may be fairly urged that so long as process is issued for service out of the jurisdiction on the merest pretext, so long, at all events, should the usual agent's charges be allowed to country practitioners.

THE *Surrey Comet* reports the following before the County Court Judge (Mr. H. J. Stonor), sitting at Wandsworth:—"County Court Agents." The defendant in a case in which the plaintiff had been non-suited, returned into court, and, addressing His Honour, asked if she were to be nuzzled on leaving the court? She then pointed out one of the 'agents' attending the court as one of the persons who had interfered with her, whereupon the judge exclaimed, with some warmth, that he would have a list made of all the agents and would see that none of them appeared

there in support of any case in future." In forwarding this information to a London solicitor writes: "His Honour's attention might perhaps be called to the Act of last session, by the Honorary Secretary of the Legal Practitioners' Society." It is hardly necessary to say that independently of the 12th section of the Act referred to and which, probably, has not escaped the notice of His Honour, a County Court judge has ample power to suppress illegal trafficking by unqualified persons. We trust that His Honour will carry out the resolution stated to have been arrived at by him. Especially as unqualified persons seem actually to have appeared in support of cases in the court over which he presides.

WE understand that some efforts are being made by Mr. Peter Paget, the now sole official assignee under the Bankruptcy Acts 1849 and 1861, to distribute the funds, in the hands of the Bank of England standing to the credit of the accountant in Bankruptcy, among the large number of creditors entitled. This fund, we understand, approaches to nearly a million of money. That such an unprecedented sum should remain for distribution among creditors says little for the satisfactory working of the above Acts, and we should be glad to hear that a return was asked for and made to the House of Commons upon this important subject.

A CORRESPONDENT writes as follows:—"I have perused an account, as it appeared in a local newspaper, of a case recently tried before Mr. Lefroy, the judge sitting at the Yeovil County Court, *Stone v. Bristol and Exeter Railway Company*, in which an inspector was allowed to appear for the company, and 'quote' and 'cite' cases on behalf of the defendants. In the first place one wonders on what ground the judge allowed the inspector to appear, and in the next why the professional gentlemen present did not protest. If a solicitor's managing or articled clerk had attempted to address the court on behalf of a plaintiff or defendant, he would probably have been instantly stopped; but in this case the railway inspector was allowed, with unblushing effrontery, to stand up and act as a paid advocate for the railway company. If you think it desirable to call the attention of the Legal Practitioners' Society to the case, please do so." The case has been brought to our notice by another member of the Profession, who, however, observes:—"The plaintiff's demand was small. I am not, therefore, surprised that the learned judge should, in the first instance, have allowed a servant of the company, in the person of one of the railway inspectors, to appear for the defendants, but his Honour must have peculiar tastes, judging by the following report:—"Inspector Green, who appeared on behalf of the company, asked what the box contained? Plaintiff said that it contained plans and mouldings and a steam apparatus in addition to the clothes. Inspector Green submitted that the company was not responsible, inasmuch as the contents of the box did not come within the definition of 'personal luggage.' In support of this he quoted the case of *Marrow v. The Great Western Railway Company*, heard in the Court of Queen's Bench in June 1871, when the question was raised as to what came under the denomination of ordinary personal luggage which a railway passenger was entitled to carry. The articles then lost were blankets, sheets, &c. The Lord Chief Justice held that the plaintiffs were not liable, as blankets and sheets could not be considered personal luggage. The inspector also cited the case of *Cailli v. The London and North Western Railway Company*, which was argued in the Common Pleas in April 1851, before Lord Chief Justice Erle and Justices Willes and Byles. This was a case in which a passenger carried a box of perfumery which was lost in transit. The court unanimously held that defendants were not liable. Plaintiff stated that Inspector Green had offered £2 2s. compensation, which he refused to accept. His Honour said that plaintiff had acted foolishly in not accepting the offer. Under the circumstances he could not hold that defendants were liable. Judgment for defendants." The oath of the defendant that the box contained clothes, seems to have been of no avail against the dictum of the Lord Chief Justice, as quoted by the railway inspector, or the decision of the Court of Common Pleas presided over by Lord Chief Justice Erle in 1851, also cited by the learned railway inspector."

THE prospectus of a new debt-collecting office (no subscription or legal expenses charged) states it has long been evident that offices of this description are much needed by mercantile gentlemen and others, who, by paying only a small commission, may be enabled safely to get their debts, &c., collected without personal inconvenience, and free of all legal expenses. No commission will be charged except on the amount of

debt or rent collected. In all cases in which legal proceedings have to be taken in any of the law courts, the actual sum paid out of pocket by the solicitor (connected with the office) only will be charged. Advice on general business of every description always attainable on very moderate charges if done through this office. Estates managed, partnerships negotiated, loans and investments procured, and general business of every description attended to with promptness and care. Actions and summonses in the Superior, County, and police courts (if done through this office) will be personally attended to by the solicitor, and prosecuted or defended at fixed amounts, which in all cases will be very moderate. It may be that instead of a solicitor being "connected with the office," the office is connected with the solicitor. The name of a secretary appears, and that is all.

A DECISION by the County Court judge, sitting recently at Birmingham, will not be without interest to County Court practitioners. The question arose out of a case which had been twice adjourned, and the attorney for the plaintiff, who obtained a verdict in the action, asked for the costs of the two adjournments. In taxing the attorneys' and counsels' fees, the taxing officer refused to give them more than the costs of one day, instead of three. The question was then submitted to the learned judge, who said it was an application to review the taxation of costs in an action under £20, in which more than £5 was recovered. The grounds relied on were, first, because no fee had been allowed for the attendance of the attorney on the adjourned day; and, second, because a fee paid to counsel for his attendance on the adjournment had also been disallowed. The scale of costs settled by the five County Court judges, under sect. 33 of 19 & 20 Vict. c. 108, expressly allowed for fees on adjourned days; but this scale applied only to actions for sums exceeding £20. With respect to actions for sums not exceeding £20, there was no guide as to what should be allowed, except sect. 91 of the 9 & 10 Vict. c. 95. But under that section no attorney was entitled in any case to recover more than 15s. "for his fees and costs." It was formerly held that this restriction did not apply to business done by an attorney out of court before the commencement of an action; but now, by sect. 36 of 19 & 20 Vict. c. 108, no more than 15s. for the attorney's fee and costs, could be recovered under any circumstances in an action for a sum not exceeding £20, unless the client had agreed in writing to pay further costs or charges beyond the 15s. It appeared to him that as there was no such agreement in writing in this case, 15s. was the utmost the attorney could be allowed, inclusive of his costs for the adjournment. The next question was, whether a fee for the adjournment day could be allowed to counsel? One fee of £1 3s. 6d. for counsel and his clerk had already been allowed under sect. 91. That section, in speaking of actions like the present, said, "In no case shall any fee exceeding £1 3s. 6d. be allowed for employing a barrister as counsel in the cause." It did not say in express terms that there should be only one such fee, and therefore it was contended that a second fee could and ought to be allowed when there had been an adjournment. But it seemed to him, that to do so would be against the clear intention of the Act. If a second fee to counsel were to be allowed, and no fee for the attorney attending to pay it, an anomaly unknown in the Profession would be established. It appeared to him that the meaning of the Act was that, as the attorney should be allowed only one sum of 15s., so also only one fee of £1 3s. 6d. should be allowed for employing counsel. Under these circumstances he thought the registrar had rightly decided on both points. It is difficult to imagine that there should have been any doubt on either point. The only safe course for a solicitor to take in such a case, when the adjournment is required by the defendant, is to take from such defendant a written undertaking to pay the costs of the day on taxation, and to consent to such adjournment on the strength only of such an undertaking. The decisions, however, of the learned judge cannot be too well understood or too clearly kept in view by County Court practitioners.

THE death is announced of Mr. Henry Pook solicitor, of Greenwich, whose name will be remembered in connection with the trial of a person of that name, who was defended by Mr. Pook and acquitted. The death is also recorded of Mr. Charles Phillimore Brown, solicitor and registrar of the Wolverhampton County Court. Further particulars will, in due course, appear in our obituary column.

THE following lecture and classes in Common Law are appointed to be held at the Law Institution, Chancery-lane, during the ensuing week: Monday, 4.30 to 6 o'clock; Tuesday, ditto; Wednesday, ditto, ditto; Thursday,

7 o'clock. There will not be any lecture or class in conveyancing next week. To prevent interruption at the lecture, gentlemen will not be admitted after it has commenced.

WE are forced, for want of space, to hold over a report of an interesting case, in which Mr. J. W. Smith, Q.C., sitting in the Shrewsbury County Court, upheld the right of the Profession in regard to the appearance before the court of an unqualified person. The report shall appear in our next issue.

NOTES OF NEW DECISIONS.

EXECUTOR—TRUSTEE—RETAINER.—An executor or administrator may retain out of the assets, as well for a debt due to himself as trustee, as for a debt due in trust for himself, or a debt due to himself: (*Sander v. Heathfield*, 31 L. T. Rep. N. S. 400. V. C. M.).

INTERROGATORIES—C. L. P. ACT 1854, s. 51—ACTION BY EXECUTORS—PLEA OF PAYMENT TO DECEASED PAYEE OF A PROMISSORY NOTE—PRACTICE.—In an action by the executors of the payee of a promissory note against the makers, the latter pleaded payment to the payee in his lifetime. The plaintiffs thereupon sought to interrogate the defendants as to the time and circumstances of the alleged payment. The court allowed such interrogatories to be administered, on the principle that it was agreeable with the practice in Chancery, and on the authority of *Hawkins v. Carr* (13 L. T. Rep. N. S. 321; L. Rep. 1 Q. B. 89): (*Hill and another v. Wates and another*, 31 L. T. Rep. N. S. 407. C. P.).

VENDOR AND PURCHASER—SALE OF REAL PROPERTY—DEFECTIVE TITLE—DEPOSIT AND EXPENSES—DAMAGES.—The defendants were lessees of a mining royalty, and proposed to sell their interest therein to the plaintiffs. They were under a covenant not to assign without the consent of the lessors. They mentioned as one of the conditions of sale, "the usual covenant for our protection as standing between you and our lessors." The plaintiffs paid a deposit, but the lessors, after some negotiations, refused their consent. The plaintiffs brought this action to recover the deposit money which they had actually paid, the expenses incident to the investigation of the defendant's title, and also damages for the loss of their bargain. Held (affirming the judgment of the court below), that the case was within the principle of *Flureau v. Thornhill* (2 W. Bl. 1078), and that they were only entitled to recover their deposit money, and the expenses of investigating the title. (*Hopkins v. Grazebrook* (6 B. & C. 31) overruled: (*Bain v. Fothergill*, 31 L. T. Rep. N. S. 387. H. of L.)).

REPORTS OF SALES.

Wednesday, Nov. 25.

By Messrs. HARDS, VAUGHAN, and JENKINSON, at the Mart. Tobago.—The Indian Walk Estate of 420 acres, with plant and machinery—sold for £1800.
Jamaica.—The Cromwell sugar estate of 102½ acres—sold for £2000.

The Cromwell Mountain, containing 174 acres—sold for £150.
By Messrs. EDWIN FOX and BOUTFIELD, at the Mart. Watford.—The beneficial interest in the Rose and Crown Inn and other property—sold for £2600.

Wednesday Dec. 2.

By Messrs. DANIEL SMITH, SON, and OAKLEY, at the Mart. Strand.—No. 12, Wellington-street, freehold—sold for £2950.
Islington.—Middlesex wharf, with house, stabling, and out-buildings, freehold—sold for £2540.

Among new projects we note the establishment of a company for the purpose of constructing works for supplying with water the city of Potsdam and the important district which extends from the western limits of Berlin to the eastern limits of the city of Potsdam.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

HIGHWAYS—LICENCE BY BOARD TO OPEN ROAD—CONSIDERATION.—Declaration alleged an agreement between plaintiffs and defendants, that if the plaintiffs would give and grant to the defendants licence and permission to open a certain public highway in their jurisdiction, the defendants would make good the surface of the road which might be disturbed or damaged thereby, and would pay to the plaintiffs a sum of money. Held, upon demurrer, that this was sufficient consideration for a valid bargain; and that the Act permitted by the plaintiffs, not being necessarily illegal, the declaration was good: (*Edgware Highway Board v. The Harrow Gas Company*, 31 L. T. Rep. N. S. 402. Q. B.).

HIGHWAY—SURVEYOR'S ACCOUNTS—USE OF TEAM AND MATERIAL—ALLOWANCE OF ILLEGAL CHARGES—DISCRETION OF JUSTICES.—The accounts of the respondents, who were surveyors of highways, were duly, under sect. 44 of the Highway Act 1835, laid before and approved by the parishioners in vestry assembled; and also laid

before justices, who upon complaint of appellant, a ratepayer, examined one of the respondents on oath and allowed the accounts. Some of the charges allowed had been incurred for team and materials provided by the said respondent without a previous written order, for which by sect. 46 a surveyor is liable to a penalty. The justices, however, found that the required work of the highway could not otherwise have been done, that no fraud had been committed or contemplated by the respondents, that the works had been well and economically performed, and that the expenses charged were bona fide incurred. Held, upon a case stated, that sect. 46 prohibits bargains for and use of a surveyor's horses and materials, without previous written order, altogether, and makes them absolutely illegal and void, so that charges for them cannot be enforced in any way; and that the discretion to justices given by sect. 44 does not enable them to allow such charges: (*Barton v. Piggott*, 31 L. T. Rep. N. S. 404. Q. B.).

COUNTY COURTS.

LEIGHTON BUZZARD COUNTY COURT.

Wednesday, Nov. 18.

(Before J. WHIGHAM, Esq., Judge.)

LONDON AND NORTH-WESTERN RAILWAY COMPANY v. TURNEY.

Carrier of goods—Warehouse charges—Liability of consignee.

THIS was a claim by the plaintiffs against Mr. H. T. Turney, corn dealer, of Husborne Crawley, for 10s., balance of a charge of 12s. 6d. paid by the plaintiffs, on account of defendant, in respect of the warehousing of 25qrs. of maize, purchased by him in Mark-lane, on the 5th March, and intrusted to them for consignment to Ridgmount Station.

Petit, for the defence, stated that the claim was resisted on principle, the defendant, being an extensive customer to the plaintiffs, who, he alleged, had incurred the charge by reason of their own lack of diligence.

It appears that Mr. Turney bought the maize, by sample, of Messrs. Mongredian and Co. The bulk of the corn was loaded upon a boat at that time lying at Canada Wharf, on the Thames. Defendant commissioned a Mr. Hilliard (of the firm of G. J. Hilliard and Co., lightermen and corn examiners, of 38, Seething-lane), to test the quality of the maize upon the boat with the sample from which the purchase had been made, and, if he found it satisfactory, to arrange for its transit. Mr. Hilliard, according to his instructions, examined the corn on the same day that the transaction took place, and in the evening wrote to the Steam Tug Company, as agents for the London and North-Western Railway Company, directing them to remove the corn "ex-craft"—that is, to unload it from the barge at once and forward it to its destination. The letter, according to the evidence of a witness named George Craske, was not received until the next evening's post, the 6th March, consequently the corn could not be sent on that day, and on the 7th the number of prior orders on hand also prevented them from sending for the maize. On the 8th, when application was made for it, the Tug Company found that the corn had been removed from the barge and placed in a warehouse, and in consequence of this a charge of 12s. 6d. was levied upon it by the wharf authorities before possession could be obtained. The money was paid, and the order for consignment executed, but defendant refused to pay the wharf dues, though he had inadvertently overpaid 2s. 6d. in some other account—hence the present action to recover 10s. For the defence it was argued that, as an envelope produced would show, the letter to the Tug Company was written on the 5th, and that, even supposing it was posted late, it would have been delivered early next morning. Further, it was urged that the railway company had previously refused to pay similar charges on account of Mr. Turney, and that the dues were incurred by the company's own neglect. Mr. Hilliard said his order to remove the corn "ex-craft" was given purposely to avoid warehouse dues. In the usual course the Tug Company would apply for the corn on the day after receiving the order. He considered two days too long a time to allow it to remain on the barge; and, if the company were not prepared to remove it in the ordinary course, he thought they should have it sent to the wharf to say when it would be sent for. The judge concluded that the letter written to Mr. Craske really was delivered late on the 6th March, that the Tug Company had a pressure of other business on hand, and could not be expected to execute Mr. Hilliard's order as if they had no other matters to attend to. He did not think the delay excessive, but it appeared that they found the maize discharged when application was made for it at the wharf. The question was whether or not the Tug Company had ex-

ceeded their authority in paying the warehouse demand in order to obtain possession of defendant's corn. He did not think they had done so, therefore he found that the plaintiffs were entitled to the amount claimed, with costs.

SHOREDITCH COUNTY COURT.

Thursday, Nov. 19

(Before J. B. DASENT, Esq., Judge, and a Jury.)
LIDSTONE v. CHURCHILL.

THIS was a suit for £18 15s., the price of 300 copies of a work called "The 20th Londoniad: giving a full description of the Principal Establishments in the capital of England, &c., also containing Pieces on Celebrated Personages, &c., forming altogether episodes in a Grand National Poem on the Arts."

The plaintiff stated that he was an author, and that he published in the "Londoniad" advertisements in rhyme of the goods supplied by various wholesale houses, taking payment in subscriptions for the work. Some months since he solicited and obtained from the defendant an order for a page of advertisement in rhyme in the forthcoming edition of the book; and the defendant was to subscribe for 300 copies of it, which (the plaintiff admitted) he expected the defendant would distribute among his trade connection. The advertisement in rhyme was duly inserted, and when the book was printed, 300 copies were delivered at the defendant's warehouse. On being asked for payment some time afterwards, the defendant refused, and said the plaintiff might have all the books back again.

The case for the defendant was that his business was entirely that of an agent for certain manufacturers of American machinery, that he was himself an American subject, and that the plaintiff was well aware of this when he took his order; that the work contained numerous attacks on Americans and American goods, conveyed in very violent and coarse language, and for this reason the defendant was quite unable to distribute the 300 copies delivered. He swore that the books and the advertisement were perfectly useless to him, and that he would rather have paid a large sum than have even his name appear in connection with the abuse of American traders which the book contained. The plaintiff was cross-examined on the contents of the book, which, besides the matters above-mentioned, had in it a great variety of "satirical" comments upon the Royal Family, many of the judges, the late Lord Mayor, County Court officials, &c. He admitted that he had written the whole. At the close of the plaintiff's case,

W. A. Lewis, for defendant, asked for a nonsuit. The book consisted in great part of indictable matter, and the contract was tainted with illegality. Not only was the consideration sued upon a thing for doing which the plaintiff might be fined and imprisoned (and therefore no action could be brought upon it) but the defendant could not distribute a single copy without subjecting himself to the same penalties. He cited *Shortt on the Law relating to Literature* and Art. 293, 294, and 517; also *Rea v. Carlisle* (3 B. and Ald. 169.)

C. Edmund Palmer for the plaintiff.

His Honour said that he thought it would be more to the satisfaction of the defendant to have the verdict of the jury in his favour than a bare decision on the legal point. He should leave it to the jury to say whether they believed that the defendant had given an order at all for 300 copies of such a book as the one delivered. If not, then the contract between the plaintiff and the defendant had not been performed by the former, and no action could be maintained upon it. In summing up to the jury His Honour pointed out those portions of the evidence which appeared to show that the defendant had no suspicion of the true contents of the book he was to purchase, and that the plaintiff had led the defendant to believe the book consisted wholly of innocent advertisements in rhyme. Had the defendant any reason to know the book contained matter such as the portions complained of?

The jury retired to consider, and returned a verdict for the defendant.

Attorneys for defendant, Taylor and Jaquet.

SHOTLEY BRIDGE COUNTY COURT.

Monday, Nov. 9.

(Before E. J. MEYNELL, Esq., Judge.)

THE NORTH-EASTERN RAILWAY COMPANY v. CLARK AND OTHERS.

Joint Stock Companies Act 1862—Bill of exchange—Acceptance on behalf of company.

A bill of exchange drawn upon a company by its corporate name was accepted as follows: "Accepted R. C. and J. D., directors, G. L., secretary."

Held that, that the acceptance was sufficiently expressed to be on behalf of the company, and the acceptors were not personally liable.

THIS was an action brought by the North-Eastern Railway Company, as holders of a bill of exchange drawn by T. W. Stears and Co., of Hull, on the Dipton Gas Company (Limited), and which was accepted by Robert Clark and John Doidge, as directors, and George Leadbitter, as secretary.

Bush, solicitor, of Newcastle, appeared for the railway company.

Blackwell, instructed by Barnes, of Durham, appeared for defendants Clark and Doidge.

Stevenson, instructed by Salkeld, of Durham, represented defendant Leadbitter.

The facts of the case sufficiently appear in judgment of the court which was delivered by E. J. Meynell, Esq., Judge, at the November sitting.

HIS HONOUR, in delivering judgment, said: This was an action brought by the North-Eastern Railway Company, as indorsees of a bill of exchange, drawn by T. W. Stears and Company upon the Dipton Gas Company (Limited), and accepted by the three defendants, two of whom describe themselves in the acceptance as directors, and the third (Mr. Leadbitter) as secretary. The company was duly registered under the Companies' Act 1862, and, by the articles of association, the directors of the company were authorised to draw, accept, or indorse bills of exchange and promissory notes for moneys due and payable to or by the company; but it was contended on behalf of the plaintiffs that the bill was not accepted in the manner required by the 47th section of the Act, which enacts that "a promissory note or bill shall be deemed to have been made, accepted, or indorsed on behalf of any company under this Act, if made, accepted, or indorsed in the name of the company by any person acting under the authority of the company, or if made, accepted, or indorsed by, or on behalf of, or on account of the company by any person acting under the authority of the company," and therefore, that the acceptors were personally liable. Now, this bill is clearly not accepted in the name of the company, nor is it expressly stated to be accepted on behalf of, or on account of, the company; but the defendants contended that, being drawn on the company, and the acceptors being described as directors and secretary, it was sufficiently shown to be accepted on behalf of the company. Mr. Leadbitter was proved to be a director as well as secretary, and he was only an honorary secretary. An attempt was made to show that no money was due to the drawer at the time he drew the bill, but that failed. The articles of association do not provide that bills shall be accepted by any specific number of directors. In table A of the Act, regulation 66, which applies to this company, it is provided that the directors shall determine the quorum necessary for the transaction of business, and some evidence was given that three formed a quorum. The bill, therefore, in fact appears to have been accepted by a quorum, though one is only described as a secretary. The cases of *Lindus v. Melrose* (27 L. J. 326, Ex.); *Halford v. Cameron and Co.* (20 L. J. 160, Q. B.); *Aggs v. Nicholson* (25 L. J. 348, Ex.); *Dutton v. Marsh* (40 L. J. 175, Q. B.); and *Courtauld v. Sanders* (16 L. J. Rep. 562, C. P.), were cited and relied upon, and as all these cases have a considerable bearing on the question, it becomes necessary to examine these decisions. The case of *Lindus v. Melrose* was an action on a promissory note, signed by three directors of a company, registered under the 19 & 20 Vict. c. 47, whereby they jointly promised to pay £600 for value received in stock on account of the company. The 19 & 20 Vict. c. 47, enacted that a promissory note or bill should be deemed to be made or accepted in the name of the company, by any person acting under the express or implied authority of the company. It was held that the words, "on account of the company" sufficiently complied with the statute, and the defendants were not personally liable. Coleridge, J., in giving judgment in that case on appeal, says: "The note certainly does not satisfy the requisitions of the section, but it does not therefore follow conclusively that the defendants are personally liable. The case must be decided on what appears to be the expressed intention of the makers of the instrument. Does the language used import that they take upon themselves personally the liability to pay the note?" He further says: "Many cases were cited in the argument, each depends on its own circumstances, and this must be decided on the same principle." The case of *Aggs v. Nicholson* was also an action on a promissory note as follows: "We, two of the directors of the Ark Life Assurance Society, by and on behalf of the said society promise to pay." &c. The society was registered under 7 & 8 Vict. c. 110, which required promissory notes to be countersigned by the secretary, and which had not been done. The court seemed to think the signature unnecessary, but held the defendants were not personally liable. Pollock, C. B. in giving judgment, said: "We are of opinion that even if void against the company, the note is not

therefore to be held available against the defendants. There is no estoppel, and the effect of the plea is that the defendants did not deliver the note to the plaintiff except as acting for the company. Then, if the note is imperfect, that is no more the fault of the defendants than the plaintiffs. It is not to be construed for the one and against the other, but must receive its proper construction, which, we think, is not that for which the plaintiffs contend." And in the earlier portion of the judgment he says: "Considering the note independently of the statute referred to, and looking to the meaning of the words used, we think they purport to bind the company, and not the parties signing it. Nobody doubts that such was the intention." The effect, therefore, of that decision seems to be that whether the note was void against the company for want of the secretary's signature or not, it was, at all events, not binding on the defendants personally. The case of *Halford v. Cameron, and Co.*, was an action against directors who had accepted a bill and described themselves as directors of the company, "appointed to accept the bill." The corporate seal of the company was affixed, and it was countersigned by the secretary as required by 7 & 8 Vict. c. 110, under which statute the company was registered. That Act also required that the acceptance of the directors should be expressed to be on behalf of such company. The acceptance was held to be sufficient within the statute, and the defendants not liable. Lord Campbell, in his judgment, says: "Do not the two directors who have accepted these bills represent in words, exhibit by language, show and make known that the bills are accepted by them as directors on behalf of the company? The bills are drawn on the company by its corporate name, they are sealed with its corporate seal, and they are countersigned by the secretary of the company, who so described himself. Then the two directors write upon the bill accepted, sign their names under that word, and add 'directors of the company appointed to accept the bills.' Can it be reasonably contended that the bill is not by such directors expressed to be accepted by them on behalf of such company?" Now, let us apply that reasoning and the facts to this case. Here we have a bill drawn on the company by its corporate name, countersigned by the secretary (though that is not now necessary) accepted by three directors, two of whom so describe themselves; the only difference between the cases being that they do not say "appointed to accept the bill," and the seal is not attached, but which is an unnecessary formality. Moreover, under the Act of 1862, it is not required that the acceptance should be expressed to be on behalf of the company. Do not the defendants then, by accepting a bill drawn on the company, and describing themselves as directors and secretary, in the words of Lord Campbell "show and make known" that the bills are accepted by them as directors on behalf of the company? And, as Pollock, C. B., says in *Aggs v. Nicholson*, "nobody doubts such was the real intention." The above cases seem to establish that it is not necessary to use the exact words of the statute in order to bind the company, and that the intention of the parties is to be looked to. The cases of *Dutton v. Marsh*, *Courtauld v. Sanders* remain to be noticed, and it must be admitted they are more in favour of the plaintiff's contention. The first was a case of a promissory note in the following form: "We, the directors of the Isle of Man, &c., Company, do promise to pay to John Dutton the sum of £1600." It was signed by four directors, one of whom was described as chairman, and the corporate seal was attached. It was held the directors were personally liable. Cockburn, C. J., says—"If we were to consider the case as if the seal had not been affixed to the document, the effect of the decision is that where parties, in signing an instrument, describe themselves as directors of a company, but do not state they are acting on behalf of a company, they are individually responsible." The court held that affixing the seal did not make any difference. In the present case, however, the bill is drawn on the company, and it seems to me that the accepting as directors and secretary showed the defendants were accepting as directors and secretary of the company. Moreover, in *Dutton v. Marsh* it was proved that the plaintiff had said he would lend the money to the directors only; therefore, so far as intentions goes, the evidence went to show that it was intended the directors should be personally bound. In *Courtauld v. Sanders* the action was also on a promissory note, signed by four persons, who described themselves as directors of a company; and it was held they were personally liable. There was nothing in that case to show the defendants made the bill on behalf of the company, except the description of themselves; and, as Willes, J., said, "the words might lead to the inference that it was intended that, being directors, they should be personally liable as further security." The case of a promissory note in

which the drawers merely say they are directors of a company, seems to me very different from the case of a bill drawn on the company by its corporate name, and accepted by persons who describe themselves as directors and secretary—that is directors and secretary of the company on which the bill is drawn, and who have power to accept bills. The natural inference must be, I think, that they accept on behalf of the company. After the best consideration I can give these cases, and for the reasons I have expressed, I have come to the conclusion that the defendants intended to accept on behalf of the company, and that that intention is sufficiently expressed. I, therefore, give judgment for the defendants. The amount being above £20, the defendants can appeal if so advised; had it been under that amount, I would have given them leave to do so.

Judgment for defendants.

WORCESTER COUNTY COURT.

Wednesday, Nov. 18.

(Before RUPERT KETTLE, Esq., Judge.)

WATTON v. LASLETT.

Election expenses—Corrupt practice.

THE plaintiff in this action, the proprietor of the Unicorn hotel, sought to recover from the defendant, who resides at Abberton Hall, and who was a candidate for the representation of the city at the last general election, £40 18s. 8d., the cost of refreshments supplied to defendant's agent, and persons engaged by him in connection with the general election, and cab hire.

W. Meredith appeared for the plaintiff.

G. W. Bentley for defendant.

Meredith having briefly opened the case on behalf of the plaintiff, called the latter, who stated that Mr. Bozward, defendant's agent, called upon him on the 34th Jan.

Bentley objected to evidence relating to what took place between plaintiff and Mr. Bozward, as the agency of the latter to act on behalf of the defendant had not been proved.

Mr. Bozward was not called.

Plaintiff's examination having been resumed,

Bentley again urged a similar objection as to the admissibility of evidence relating to transactions between Mr. Quarrell and plaintiff.

Meredith then called Mr. Smith, from the office of Mr. John Stallard, under-sheriff at the time of the election, who produced a nomination paper showing that Mr. Quarrell was appointed defendant's agent on the 26th Jan.

The plaintiff was then allowed to proceed, and stated that Mr. Quarrell called upon him on Sunday, the 25th Jan., and informed him that he had engaged about twenty election clerks, and wished them to be supplied with all necessary refreshments. He also arranged to supply Mr. Quarrell with cabs. About a fortnight after the election he applied to Mr. Quarrell for payment of his bill, but the latter said he could not pay him. He then applied to the defendant to discharge the debt, but he was unsuccessful in his application.

Bentley, after cross-examining this witness, directed the attention of the court to several of the items in the bill of particulars which were for champagne, hock, &c.

Mr. W. C. Quarrell was called, and materially corroborated the statement of the plaintiff. He had twenty clerks engaged on account of election work. Two cabs were almost constantly engaged. He had refused to discharge the plaintiff's claim on the ground of want of funds; he had also had to refuse to pay other bills on a similar account.

Cross-examined.—The refreshments were supplied for himself. Mr. Bozward, and clerks, and professional canvassers were also, he believed, supplied with some on a few occasions. He rendered an account to the defendant on the 21st March. The plaintiff's bill was included in an item of "personation agents, slip clerks, and expenses incidental to taking the poll." He received plaintiff's claim within the statutory period—one month—fixed for the sending in of claims.

Bentley (cross-examining witness).—Will you undertake to say that you were not paid £1000 on the 31st Jan.?

Mr. Quarrell.—Not on account of election expenses. The money was paid to me with specific instructions. I did not receive the money on the 30th; it was before the election.

In answer to a further question from Bentley, witness stated that £250 was paid to Mr. Bozward, but only £60 came to him, and that was the only sum he had touched for election expenses.

This concluded the case for the plaintiff.

Bentley addressed the court in defence of the action. The reasons which induced the defendant to defend the action were that in his opinion he could not safely and properly pay the claim, and ought not to pay it without the sanction of that or some other court. In other words, the defendant disputed his liability, but if the court gave a verdict in favour of plaintiff, defendant would have its sanction for the payment of the claim. He (Bentley) apprehended that defendant's alleged

liability would depend to a great extent upon some of the clauses of the Corrupt Practices Act, and upon the circumstances under which the alleged liability was contracted. He (*Bentley*) then called his Honour's attention to the Corrupt Practices Prevention Act 1873 (26 Vict. c. 29, cl. 2 and 3), it being stated "that no payment shall be made before, during, or after an election otherwise than through an agent or agents whose nomination and address or addresses shall have been declared in writing to the returning officer."

Meredith, in answer, contended that the law surely pre-supposed that the agent should have funds wherewith to pay the claims.

No witnesses were called on behalf of the defendant.

His HONOUR briefly summed up, and remarked that there was no doubt in his mind as to the reasonableness of plaintiff's claim, and he thought that the candidate was answerable for any reasonable expenses incurred by a candidate's agent. He should give his verdict in favour of plaintiff.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

HEARING ON PETITION—NOTICE TO DISPUTE—DEBTOR ACCIDENTALLY DELAYED—ADJUDICATION—REASONABLE TIME.—The debtor having given notice to dispute the petitioning creditor's debt under a petition filed against him, did not attend at the time appointed for the hearing, but a few minutes afterwards the registrar received a telegram stating that counsel was on the way to the court, and would shortly arrive to appear for the debtor. The registrar waited ten minutes, and then, no one being present on behalf of the debtor, adjudicated him a bankrupt. Ten minutes afterwards, the debtor, attended by his solicitor and counsel, arrived, but the registrar refused to re-open the matter. Held, on appeal, that there had been undue haste in the proceedings, and that the petition must be remitted to the court below to be heard on its merits: (*Ex parte Phillips*; *Re Phillips*, 31 L. T. Rep. N. S. 416. Bank.)

SUBPENA—SERVICE OF—BY WHOM—PRACTICE—DISCRETION.—It is in the discretion of the judge to appoint by whom subpoenas issued out of the court under rules 53 and 167 shall be served. Upon a question of practice between the trustee of a bankrupt's estate and the high bailiff of the court as to the person entitled to serve a subpoena upon a witness under the 96th section of the Bankruptcy Act 1869, the judge of the County Court ruled that the high bailiff of the court, and not the solicitor of the trustee, was the proper person to make the service. Held, on appeal, that the County Court judge had rightly exercised his discretion, and that there was no ground for interfering with his decision: (*Ex parte Holland*; *Re Holden* 31 L. T. Rep. N. S. 415. Bank.)

PETITION—FORMAL AFFIDAVIT VERIFYING—ACT OF BANKRUPTCY—GENERAL ALLEGATION OF—ADJUDICATION—SUFFICIENCY OF EVIDENCE.—The usual affidavit prescribed by the rules, verifying the general statements in a bankruptcy petition, is sufficient to support the filing of the petition, but insufficient for the purpose of proving the specific act of bankruptcy relied upon. Where the petition contained a general allegation that the debtor had made a fraudulent conveyance of his property, and that allegation was unsupported, except by the simple affidavit, in the form given in the schedule to the rules, "that the statements in the petition are true," it was held on appeal that the proceedings were irregular, notwithstanding that the debtor had given no notice to dispute, and did not appear at the hearing of the petition, and that the formal affidavit, though sufficient to support the filing, had nothing to do with the hearing of the petition and the proof of the requisites to support an adjudication: (*Ex parte Lindsay*; *re Lindsay*, 31 L. T. Rep. N. S. 415. Bank.)

ADJUDICATION PENDING PROCEEDINGS FOR LIQUIDATION—COMPOSITION ACCEPTED AFTER ADJUDICATION—ANNULING ADJUDICATION.—Where an order of adjudication of bankruptcy has been made against a debtor with a stay of proceedings until after the first meeting of the creditors summoned by the debtor, who has filed a petition for liquidation, and the creditors have at such meeting duly resolved to accept a composition, and have confirmed that resolution at a second meeting, the court has power, under the 266th of the Bankruptcy Rules 1870, to annul the order of adjudication. But, *quære* whether the court can do so, in the case of a simple order of adjudication, without any reference to the proceedings under the petition for liquidation. After a petition in bankruptcy had been presented against him, but before any order had been made upon it, a debtor filed a petition for liquidation of his affairs by arrangement. Subsequently, with the consent of the petitioning creditor, an order of adjudication was made with a stay of proceedings

until after the first meeting of the creditors. At that meeting resolutions to accept a composition were duly passed, and were confirmed at a second meeting, and afterwards registered, the proceedings under the adjudication having meanwhile been stayed by further orders. On the application of the debtor, Ordered that the adjudication be annulled: (*Ex parte Sir William Foster*; *Re Pooley*, 31 L. T. Rep. N. S. 397. Chan.)

UNREGISTERED COMPANY—WINDING-UP—PROOF AGAINST SEPARATE ESTATE OF CONTRIBUTORY.—The provisions of the 95th section of the Companies Act 1862, which empowers official liquidators to prove in the bankruptcy of a contributory, and to receive dividends rateably with the other separate creditors, applies to the case of an unregistered company which is being wound-up under the 199th section of the Act: (*Ex parte Ball*; *Re Adams*, 31 L. T. Rep. N. S. 396. Ch.)

COURT OF BANKRUPTCY.

Monday, Nov. 30.

(Before Mr. Registrar HAZLITT, sitting as Chief Judge.)

Re SIDNEY AND WIGGINS.

Liquidation—Composition unfulfilled—Second petition—Legality.

THIS was an appeal from the refusal of Mr. Registrar Keene to register a resolution of creditors.

The debtors, who were shipowners, of London and Greenwich, filed a petition for liquidation in July, 1873, and at the first meeting the creditors resolved to accept a composition of 2s. 6d. in the pound, payable by three instalments, by which the last was guaranteed by a surety. At the adjourned meeting the creditors confirmed the resolution, which was afterwards duly registered. The debtors resumed their business, and to several of their creditors they paid the first and second instalments of the composition, while other creditors who omitted to ask for payment, received nothing. Before the instalment became payable the debtors had incurred fresh liabilities, which they were unable to discharge, and the surety also failed. In August last the debtors filed a second petition for liquidation, under which the necessary majority of creditors, old and new, agreed to accept a composition of 6d. in the pound, but upon the resolution being brought in for registration some of the creditors opposed, on the ground of inequality, the debtors having paid to the creditors the first and second instalments agreed to be accepted under the former resolution. One of the resolutions raised before the Registrar was whether, under existing circumstances, the debtors had a legal right to file a second petition for liquidation. Mr. Registrar Keene held that the resolution was illegal and inequitable and refused to register it, and the debtors appealed.

Horace Davey and *F. Octavius Crump* appeared for the appellants.

J. Linklater and *Noakes* for *Bailey* (solicitor) for opposing creditors.

At the close of the arguments, His HONOUR reserved judgment.

DERBY COUNTY COURT.

Nov. 9 and 10.

(Before W. F. WOODFORD, Esq., Judge.)

Re CHARLES CROSS.

Winding-up bankruptcy estates.

An application was made for an order of the court requiring Mr. W. Holbrook, who was the receiver of the estate of J. Cross, miller, of Longford, to bring in his accounts to be audited by the court.

Hextall, who appeared for Mr. Holbrook, took a preliminary objection, stating that the rules required the application to be made by the trustee, which had not been done. He also said the receiver was appointed more than two years ago, and that he paid down the balance of the estate to Mr. Dainton, who gave him a receipt in the term "for £68 16s. 6d., to which I agree." He contended that in the face of that it was only a piece of vexatious practice to bring the receiver before the court.

Briggs, who appeared for Mr. Dainton, corn-factor, said that as Mr. Holbrook was appointed by the court he became one of its officers, and was liable to be called upon to furnish his accounts for audit in the ordinary way, and nothing which Mr. Dainton had done exonerated him from that liability. Mr. Dainton was appointed the trustee, he being a large creditor, and he subsequently arranged to buy the estate, paying the creditors 8s. in the pound upon their claims, little thinking he would be called upon by the comptroller to furnish the accounts which have been required of him. The basis of his accounts would be those of the receiver, and until the receiver had got his accounts passed Mr. Dainton could not complete his own.

The Deputy Registrar produced the file of proceedings, and stated that there was no resolution thereon to show that the creditors had accepted

8s. in the pound. The receiver appeared to have realised £471, and he had kept £131 for himself or for disbursement, and the propriety of that deduction was what the court would have to take into consideration. It was true that two allocators had been given to the receiver, but it was under peculiar circumstances. It was stated positively that a resolution was passed accepting 8s. in the pound, and further that it had been paid. Relying upon that the allocators were given, but it turned out on reference to the file that no such resolution had been entered, and that the trustee has kept no book, nor done anything to comply with the requirements of the court.

His HONOUR said it was rather improvident granting allocators under such circumstances, although it would be difficult to conduct the business of the court if a certain amount of reliance could not be placed upon the statements made. But assuming the improvidence of the officer in giving the allocators, it did not affect the creditors, who were entitled to a thorough investigation. The receiver must within seven days bring in his accounts to be audited by the court.

DURHAM COUNTY COURT.

Monday, Nov. 16.

(Before E. J. MEYNELL, Esq., Judge.)

Re SMITH; Ex parte BRIGNAL.

The Bankruptcy Act 1869—Preference—Payment under pressure to a solicitor on day of filing petition for liquidation.

THE following judgment was given on the question of what is and what is not a preference payment by a debtor:

His HONOUR gave judgment as follows: This was an application on behalf of the trustees in the liquidation of Mr. John Smith, of Langley Paper Mills, to order Mr. Brignal, who had been solicitor to the debtor, to repay to the trustees the sum of £64 15s. 6d., which had been paid to him by the debtor on the day he filed his petition for liquidation, and the chief, and indeed only ground for the application, which it is necessary to consider, and on which I reserved judgment, was whether the payment was a fraudulent preference in the 92nd section of the Act of 1869. The only evidence on which the application is founded is contained in the examination of Mr. Brignal himself (the debtor not having been examined), and the facts of the case must be taken from that evidence. It appears that Mr. Brignal had acted for some time as solicitor to the debtor, and a considerable sum was due to him for professional services, and on the 3rd Dec. he issued a writ, and which he states he was not able to serve, and at all events he did not serve until the 5th March following. In the mean time, however, namely, on the 20th Jan., the debtor sent two cheques of £25 each with a letter, as follows:—"Inclosed you have two cheques, value £50, on account, which are sure to be met when due. We will remit you again when these have become due." One of these cheques was duly met. On the 11th Feb. Mr. Brignal received another letter from the debtor, stating his inability to meet the cheque (alluding to one of the two cheques) if presented on Thursday, and requesting Mr. Brignal to hold it over until the following Thursday. A similar letter was received during February (it is undated) again asking that the cheques might be held over. Then Mr. Brignal states he kept pressing for payment, and on the 24th Feb. he writes: "You have humbugged me so much about the payment of the second £25 cheque that my patience is exhausted, and I will wait no longer. Unless, therefore, the money is paid by eleven to-morrow I will take steps. So blame yourselves." This letter certainly looks like pressure. Next day Mr. Brignal goes to the debtor's residence, was unable to see him, but obtains a promise from the debtor's son that he should be paid the next week. He was not paid, and on the following 5th of March the writ was served. Then on the following day Mr. Brignal had an interview with the debtor (the first time he had seen him for some months), and, as he swears, insisted on having some money on account; and finally the debtor gave Mr. Brignal a cheque of a Mr. Cripps for £64 15s. 6d. on account of his debt, the amount in question. Mr. Brignal states that after the cheque was received by him they had a conversation about the debtor's affairs, and Mr. Brignal advised him to file a petition; and on the same day at a second interview, some hours after, the debtor signed the petition. Under these circumstances the question is whether the payment was a fraudulent preference. Although fraudulent preferences have always been held to be void, they have never been declared so by express enactment until the present Bankruptcy Act sect. 92. It has been decided, however, by the Chief Judge in *Re Cheeseborough*; *Ex parte Hitchcock* (40 L. J., 79), and by the Lords Justices in *Ex parte Topham*; *Re Walker* (42 L. J., B. 57), that the statute makes no alteration in the law as to fraudulent preference; in fact, that sect. 92 is merely declaratory. Now,

payment under pressure has always been held not to be a fraudulent preference and such is still the law. Then two of the most recent cases are these two I have mentioned. In the former case, *Re Cheeseborough*, the Chief Judge says: "That the words in sect. 92, with the view of giving such creditor a preference over other creditors are the life and essence of the provision, and, therefore, unless it was made clear that the object of the payment was the preference of one creditor over another, the payment could not be impeached. The act of the debtor was the only thing that could be inquired into, and if the act done by him could be referred to any other motive than that of giving one creditor preference above another, the payment could not be fraudulent or void. That construction of the clause was expressly approved of by the Lords Justices in the second case (*Ex parte Topham*). That case was a good deal like the present. A transfer of goods was made by the debtor in part discharge of a debt on the morning of the day on which they filed their petition, and the Lords Justices held, reversing the decision of the Chief Judge that the payment was not a fraudulent preference, even although the creditor may be aware that the debtor's circumstances are desperate. I really cannot distinguish that case from the present. In both the cases it was laid down that the motive which actuated the debtor is to be looked to. I have no evidence but Mr. Brignal's to guide me, the debtor has not been examined, and I see no evidence of any wish on the debtor's part to give Mr. Brignal a preference over the other creditors. The motive for the payment seems to me to have been the pressure and importunity of Mr. Brignal. I must, therefore, hold the payment to be a protected one, and refuse the application.

Brignal applied to the court for costs against the estate, which his Honour allowed.

WAKEFIELD MILNER'S COURT.

Re ALFRED MILNER'S LIQUIDATION.

Bankruptcy Act 1869—Assignment—Bill of sale—Fraudulent preference.

This is an application on the part of Mr. Geo. Haigh, of West Ardsley, for an order on Mr. Marks, the receiver, and afterwards trustee, under the above liquidation, for the delivery of certain articles of machinery, which Mr. Haigh claims under a bill of sale. The facts are these: Alfred Milner, who formerly resided and carried on business at Ossett, filed his petition for liquidation or composition in the Dewsbury Court, under which resolutions for a composition of 8s. in the pound were duly passed and also registered in that court on the 18th March 1874. Under these resolutions the composition was to be payable by three instalments of 2s. 8d. in the pound each, the first instalment at the expiration of four months from the complete registration of the resolutions; the second instalment at the expiration of six months from such time; and the third instalment at the expiration of nine months from such time. One of the resolutions passed at the second meeting was as follows: "That the security of Mr. George Haigh, of West Ardsley, in the county of York, coal owner, who has, to the satisfaction and approval of George Avison Woodhead and Matthew Henry Grandidge (persons named in a resolution for that purpose at the first meeting) be accepted for the third instalment of the said composition, which shall be secured by his endorsement of bills of exchange to be given by the said Alfred Milner for such instalment, and that bills of exchange be given by the said Alfred Milner for payment of the said composition by the three instalments at the times above mentioned." None of the resolutions at either of the two meetings contain any allusion to a bill of sale to be given to Haigh to secure him against liability under the bills of exchange for the third instalment; but it is urged on his behalf that it was mentioned to the second meeting, and seemed to meet with its approval. No resolution, however, verbally or otherwise, was placed before the meeting. The first instalment of the composition became due on the 18th July 1874, which Milne failed to meet. About the same time he left Ossett and took up his residence at Wakefield, and removed the machinery in question, with the consent (as it is admitted) of Haigh, to a mill there. On the 27th July he filed his petition for liquidation or composition in the Wakefield county Court. A receiver was thereupon appointed, who at once entered into possession. On the 1st Aug. Haigh instructed a person to enter into possession; but, finding that the receiver was already in possession, took no further step. Resolutions for liquidation under the second petition were duly passed and registered in the court at Wakefield on the 12th Aug. The bill of sale is dated the 10th April 1874, and is made between Alfred Milner of the first part, Thomas Harrison of the second part, and George Haigh of the third part. It recites, *inter alia*, "that bills of exchange have been duly given by the said Alfred Milner to the

said creditors for payment of the said composition by the said instalments, pursuant to the third article of the said resolution, and the said George Haigh has duly indorsed the said bills of exchange, for payment of the third of such instalments pursuant to the said article of the said resolution." There is also a recital "that the said George Haigh agreed to become such security as aforesaid, and to endorse such bills of exchange as aforesaid, upon having such bill of sale as hereinafter contained of the machinery and premises hereinafter expressed, to be hereby assigned, which said machinery is the absolute property of the said Alfred Milner, and was at the time of filing his petition in bankruptcy, and still remains in his absolute and sole possession and control." The bill of sale assigns "all and singular the machinery, articles, and things specified in the schedule hereto, now being in or about the mill and premises, situate at Ossett aforesaid, called Highfield Mill, now in the occupation of the said Alfred Milner, and also all other machinery, articles and things of like nature, which may hereafter, during the continuance of this security be added to or substituted for the said machinery, articles and things specified in the said schedule, or any part thereof (and that whether the said machinery, articles and things specified in the said schedule, or so added or substituted as aforesaid, shall be in or about the said mill hereinafter mentioned, or any other mill and premises for the time being occupied by the said Alfred Milner)." There is a proviso "that if the said Alfred Milner, his heirs, &c., shall duly fulfil the terms of the said extraordinary resolution, and duly pay the instalments of the said composition at the times and in manner aforesaid, and especially shall meet and pay the said bills of exchange for securing payment of the third of such instalments in such manner, and so that the said George Haigh, his executors, &c., shall be kept harmless from and indemnified against all losses, damages, claims, and demands, whatsoever and by whomsoever made, in respect of him, the said George Haigh having so as aforesaid indorsed the said bills of exchange for payment of the said third instalment, then and in such case the said George Haigh will, after the said composition and all instalments thereof, and all claims, demands, and matters relating thereto have been fully paid, discharged, settled, and disposed of (at the request and cost of the said Alfred Milner, his executors, &c.), re-assign, &c. There is also a declaration that if any default shall be made by the said Alfred Milner, his executors, &c., in fulfilling the terms of the said resolution, or in payment of the said composition, and of the said bills of exchange in such manner and so as mentioned in the proviso last aforesaid, then the said George Haigh, his executors, &c., may at any time thereafter take possession of the said assigned premises or any of them, and for that purpose may at all reasonable times, enter into the said mill and premises, or any other mill and premises where the said assigned premises or any of them may then be, but until such possession shall be so taken, the said assigned premises shall remain in the possession of the said Alfred Milner, his executors, administrators, or assigns." There are then covenants on the part of Milner for fulfilling the terms of the resolution, and for payment of the composition, &c. There is then a proviso "that it shall be lawful for the said George Haigh, his executors, &c., at any time or times after default shall have been made by the said Alfred Milner, his executors, &c., contrary to and in respect of the covenants and provisos hereinbefore contained, without any further consent on the part of the said Alfred Milner, his executors, &c., to sell the said assigned premises, or any of them, either together or separately, and either by public auction or private contract, and to execute and do all such assurances and things for effectuating such sale as he or they shall think fit." The bill of sale appears to be open to the most serious objections. In the first place, if it is not a transfer of all or substantially all of the debtor's effects, and so void on that ground, it must, I think, as purporting to transfer machinery necessary for carrying on the business of a mill be held to be so on that. Again, it purports to transfer to one creditor (who has full knowledge of the act of bankruptcy in filing the first petition), property away from the general body of the creditors, and so must be taken to be a fraudulent preference within the 92nd section of the Act. It is said, however, on the part of the holder of the bill of sale that the fact of the bill of sale was mentioned to the second meeting under the first petition, and as it seemed to meet with their approval, the creditors are bound by it. The court must be satisfied by the clearest possible evidence that every creditor of Alfred Milner was made well aware of the whole of the provisions of the bill of sale, and signed his consent to it before it could give effect to it; and the evidence on this head is of the vaguest possible character. In fact there is as much evidence that the creditors present did not approve of it as that they did.

It is also urged on the part of the bill of sale holder, that it would be most inequitable to deprive him of the property comprised in it, when he has made himself liable to the third instalment of the composition by indorsing the bills of exchange. The answer to that is that it would be still more inequitable to hand to one creditor this property, and so, for anything that appears to the contrary, place him in possession of the whole of his debt, leaving the rest of the creditors to receive but a small portion of theirs; this, too, some months before any liability can attach under the bills of exchange. He can also apply, if necessary, to the Court of Bankruptcy or a court of equity for the delivery of the bills of exchange. It may also be urged against the bill of sale, that even taking it to be valid, the true construction of it is that no right to enter under it had accrued until there had been a failure in payment of the third instalment, which has not taken place; and lastly, that if valid and a right of entry had accrued, the receiver entered without any previous entry on the part of the holder. I am therefore of opinion that this application has entirely failed, and there must be an order refusing it with costs.

Dated the 26th August 1874,

HENRY MASON,
Registrar acting under sect. 67 of the
Bankruptcy Act, 1869.

LEGAL NEWS.

THE NEW WILL OFFICE.

WITHIN the last few weeks has been going on one of those silent changes which are modifying our old institutions, and proving that the march of something else besides civilisation and empire is in a westerly direction. During the past month the great mausoleum of wills in old Doctors' Commons has been emptied; most of its contents have been placed in vans and waggons, and removed through the streets of London to the new receptacle prepared for them at Somerset House with as little ceremony and as little notice on the part of the public as if they had been so many wagon loads of gunpowder or benzoline. As a matter of fact, the office of the Prerogative Court, in which the wills of generation upon generation were deposited, and where thousands of interested parties have spent hours upon hours in searching the "testaments" of their deceased relatives, has been transferred to Somerset House, nearly the whole of the southern front of which, having been vacated by the Admiralty, has been fitted up for its accommodation. We are afraid to say how many van loads of wills have been removed, or how many have yet to be removed thither; but a range of spacious apartments some two hundred feet in length, occupying the interior of the great terrace and also a large portion of the basement of Somerset House itself, is being fitted with whole miles of shelving, which are rapidly becoming filled with folio volumes of formidable dimensions.

Doctors' Commons itself, the dingy and gloomy building which stood at the corner of Bennet's-hill and Great Knight-riders-street, was the College of the Doctors of Civil and Canon Law. It consisted of a court or common hall, with a library and dining hall attached, and a number of houses in which the judges and advocates of the court resided, or had chambers. These houses surrounded two courtyards; into the larger of which the chief entrance led from Knight-riders-street. A second and inner archway led into another courtyard and garden, in which, within the memory of the present generation, there were plane trees and even a rookery. But these are departed.

"It appears," writes one of the officers of the court in his well-known work on "Doctors' Commons," "that before the reign of Henry VIII., the Civilians or Doctors of the Civil and Canon Law did not form a distinct society; but about the beginning of that reign Dr. R. Bodewell, the Dean of the Arches, and other Civilians and Canonists, agreed to dwell in contiguous houses, and to enjoy a community of board." The Dean, by virtue of his office, became the first president of the new association, which styled itself "The College of Doctors and Advocates of the Court of Arches," at that time all advocates not being Doctors of Laws. "For fifty years," he adds, "we have no record of the precise location of the new society;" Mr. John Timbs, however, places it in Paternoster-row; and in 1568 its members obtained from the Dean and Chapter of St. Paul's a lease of "Mountjoy House," in the parish of St. Benet, Paul's Wharf, described at the time as a "ruinous building." Dr. Hervey, then Dean of the Arches, repaired and refitted the house, and presented it to the society, when the Doctors took up their abode within its walls. It naturally derived its name of Doctors' "Commons" from the "common" table which its members kept.

Mountjoy House was, however, burnt in the

Great Fire of London, and for a time its tenants were glad to find a home at Exeter House, in the Strand. In 1670 their lease of the old site was renewed by the Dean and Chapter, and they soon set about the work of rebuilding their college, which was completed and occupied in 1672. Thenceforth the Court of Arches, the Prerogative Court of Canterbury, the Court of the Bishop of London, and the Court of Admiralty (except for criminal cases), were held in the common hall of the college. No important change occurred in the arrangements of Doctors' Commons down to the year 1858, although another court—that of “appeals”—had been added to those already mentioned. Down to that time, strange as it may sound to-day, it appears that there were no less than 372 Ecclesiastical Courts in England and Wales having testamentary jurisdiction. Some of the wills proved in these 372 courts were deposited in cathedral churches and their cloisters, in bishops' palaces, in the private houses of registrars and deputy-registrars, in muniment rooms, in chapter houses, in manorial dwellings, in court houses, in chapels and rooms in deaneries and over gateways, in stewards' offices, and even in private dwelling houses. Bills were introduced into Parliament at various dates for the purpose of simplifying the course of ecclesiastical proceedings, and for providing one testamentary court for each province, but the legislation was as conflicting as it was dilatory; and it was not until January 1858, that, under an Act of the previous year, all ecclesiastical jurisdiction in matters testamentary was abolished, and that jurisdiction vested in her Majesty, to be exercised thenceforth in and through the Court of Probate. At the same time the 372 courts above mentioned were reduced to forty-one, and from that date, in whichever of the said local courts a will has been proved, a copy of such will must be filed within one month at the Central Office, which now is permanently established at Somerset House.

The old Prerogative Court of Canterbury, accordingly, “its occupation being gone,” ceased to exist in 1858. The Arches' Court, the Admiralty Court, and the Consistory Court of the Bishop of London, which up to that time had held their sittings in the Common-hall of Doctors' Commons, were removed into other quarters, the College of the Advocates was vacated, and shortly afterwards it was pulled down along with the hall.

The registries attached to these courts, however, still remained at Doctors' Commons, the Prerogative Office, or Registry of the Prerogative Court, being taken by the Government, and being made the principal Registry of the Court of Probate.

The old registry in Doctors' Commons, and especially the search-room, with which so many of our readers are doubtless familiar, was a very interesting place, as is shown by the fact that it has been frequently engraved. When you had paid your preliminary fee of a shilling, had obtained your ticket, and had asked for a sight of the particular will of which you were in quest, you were not ordinarily kept long waiting in suspense, the precious document being brought to you from its shelf in the fireproof strong room in a very few minutes, so admirably were the testamentary documents arranged, ticketed, and labelled. Such, at all events, was the case when the applicant came armed with correct information as to the name of the testator and the date of his will; and such we believe is already found to be the case in the larger and lighter rooms now set apart for the use of searchers.

On the actual will being brought, the applicant may inspect it at his leisure, but he is not at liberty to copy any portion of it, or even to make a memorandum in his pocket book, though, of course, he is allowed to score its contents, if he can, on “the mindful tablets of his heart.” In order to obtain a copy of the will, an application must be made to one of the clerks in the room, whose duty it is to calculate the expense per folio, and, an order being left for such a copy in the Record-Keepers' Department, a time is named when it will be prepared and delivered on payment of the cost. If, however, the searcher is content to see only a copy of the will, instead of the original, the process is equally expeditious; the clerk in the outer room, on being shown the entry in the calendar, refers him by a written note to an attendant, who at once brings him the copy, which, of course, is duly attested.

The fact that in the new office at Somerset House there is a depository for the executed wills of living persons (as, indeed, there was in Doctors' Commons) must be set down in the category of “things not generally known.” Known, however, or not, it is true; and the public, or some portion of the public, will possibly thank us for informing them that such is the case, and that any man or woman in the kingdom not incapacitated from making a will may forthwith sign, seal, and deliver here, on payment of a fee of 12s. 6d., his or her last will and testament, to be kept safely and securely until his or her death

makes it operative. While in the custody of the office it is kept in a fireproof room, and can never again be seen by the testator or testatrix. Here the motto is plain and simple, “*Vestigia nulla retrorsum.*” It is, however, competent to the testator to annul it wholly or to vary it in part by making a fresh will or a codicil; and such fresh will or codicil he may either deposit at Somerset House or keep in his own custody.

MOST of the authorities in Middlesex to whom the Home Secretary's circular, with reference to the punishment of crimes of violence was referred, have reported in favour of flogging, especially when the victims are women or children.

A WRIT has been served upon Mr. Vaughan Williams, the late judge of the North Wilts County Courts, for illegally committing Edward Powell, a carman to gaol on the charge of assault. Damages are laid at £200.—*Standard.*

THE RECORDERSHIP OF HULL.—Mr. W. Cole Beasley, of the Midland Circuit, has received the appointment of Recorder of Hull, rendered vacant by the retirement of Mr. Samuel Warren, Q.C. Mr. Beasley has been a member of the Midland Circuit for many years.

It is announced that Mr. Samuel Warren, Q.C., D.C.L., has resigned his post as recorder of Hull. The resignation, although received in Hull with regret, he having ably discharged the duties for twenty-two years, was not altogether unexpected.

THE TEMPLE CHURCH.—There will be special services in the Temple Church, during Advent, on Wednesday evenings, the 2nd, 9th, and 16th instant, at eight o'clock. The sermons on these occasions will be preached by the Master of the Temple (Dr. Vaughan). No orders of admission are required.

LAWYER: “How do you identify this handkerchief? Witness: “By its general appearance, and the fact that I have others like it.” Counsel (cutely) “That is no proof, for I have got one just like it in my pocket.” Witness (innocently): “I don't doubt that, as I had more than one of the same sort stolen.”

JUDGE WESTBROOK, of the Supreme Court of New York, has ordered the Erie Railway Company to show cause why a receiver should not be appointed on account of the holders of 5000 shares of the Buffalo, New York, and Erie Railroad, and the mortgage relative thereto, and also on account of the coal lands acquired by the Erie Company. Pending the hearing, the payment of the interest on the Mortgage Bonds is restrained.

SUDDEN DEATH OF THE TIPSTAFF TO THE LORD CHIEF BARON.—On Monday, as Mr. N. Hamer, tipstaff to the Lord Chief Baron Kelly, was proceeding to his usual duties, he was taken suddenly ill on arriving at the Court of Exchequer. A stretcher having been sent for, the unfortunate gentleman was conveyed to Westminster Hospital, where he died three hours afterwards. The cause of death was apoplexy. He was about 70 years of age, and had held the post of tipstaff to the Court of Exchequer for many years.

CURIOUS TRIAL.—The *Odessa Messenger* gives an account of a singular trial lately held in that town. M. Desbrézy, a hairdresser, and an amateur naturalist, was charged by the police with keeping in his house the bones of a woman, the accusation being under the article of the code forbidding the violation of tombs. The accused proved that the bones had been disinterred in Smyrna, under the proper permission of the authorities. It appears that in 1860 M. Desbrézy resided in Smyrna, and at the time Josephine Rouse, the wife of one of his friends, died. Her mother begged him to have the body burned, and to give her the ashes. He obtained permission from the consul and exhumed the body, but learning that the mother, who resided in Bordeaux, had left that town and gone none knew whither, he prepared the bones and kept them. He had openly declared them at the Custom-house when he removed to Odessa. He further showed to the tribunal the skeletons of his own three children who had died young. He was acquitted, and the bones were returned to him.

THE SUSSEX WINTER ASSIZES.—It is again reported that there is a probability of the Sussex Winter Assizes being held at Brighton instead of Lewes, in consequence of the sanitary condition of the latter town. It is, however, necessary for the Privy Council to decide, and the whole matter will be placed before them on the 12th proximo. In the event of such a change it will become necessary for suitable lodgings to be found for the judge, and a proper retinue provided for his lordship's escort and the maintenance of order in the court. St. Peter's Church would in all probability be selected as the one which the judges will attend, and doubtless the Corporation would attend in state. The Assize will be opened either on the 21st or 28th Dec.—*Brighton Daily News.*

On Wednesday Dr. Kenely was disbarred by the Benchers of Gray's-inn. The meeting of Benchers lasted nearly two hours, and the result was the adoption of the following resolutions:

“That, in the opinion of this Bench, Dr. Kenely, being the editor of the newspaper called the *Englishman*, replete as it still is with libels of the grossest character, is unfit to be a member of this honourable society, or of the English bar.” “That Dr. Kenely's call to the bar be, and the same is, hereby vacated; that he be expelled from this society, and his name erased from the roll of the members thereof.” Each of these resolutions was moved by Mr. Manisty, Q.C., and seconded by Mr. Holker, Q.C., and carried unanimously. Dr. Kenely was not present, nor was he represented by any one. It is also announced that the Lord Chancellor, acting upon the threat contained in a letter of the 20th ult., has removed Dr. Kenely's name from the list of Queen's Counsel.

SOME amusing stories are told in connection with swearing affidavits. For instance, a solicitor, in large practice, receives into his room the clerk of a neighbour, and his own clerk, having filled in the jurat, comes into the room with the other. “The book, Smith,” says the commissioner to his clerk. The commissioner, holding the book himself quite unconsciously, “I swear this is your name and handwriting” (the neighbour's clerk being almost a daily visitor). After a pause, the error being discovered, the Testament is handed to the deponent, “and the contents of this your affidavit are true, so help you—,” commissioner's clerk interrupting—“it's a bad shilling, Sir,” looking at the 1s. 6d. fee on the table. The commissioner completes the affidavit and hurries away to keep an appointment, and the clerks arrange the difficulty.

CHURCH DISCIPLINE ACT.—A suit has been instituted under the Church Discipline Act, in which the promoter, Mr. Jenkins, a parishioner of Christ Church, Clifton, complains that the vicar (the Rev. F. S. Cook) has declined to administer the Sacrament of the Lord's Supper to him in consequence of an alleged avowal of a disbelief in the personality of the Devil and the eternity of future punishments. Dr. Tristram has been retained for the promoter, and Dr. Stephens, Q.C., for the defendant. The commissioners appointed by the Lord Bishop of Gloucester and Bristol to inquire whether there are *prima facie* grounds for further proceedings, will hold their first sitting next week, but it is probable that the case will be taken in private. Sect. 4 of the Church Discipline Act provides, *inter alia*, that “all such preliminary proceedings shall be public unless, on the special application of the party accused, the commissioners shall direct that the same or any part thereof shall be private.”

PRIVATE BILL LEGISLATION.—The number of private Bills for the session of 1875, in respect of which the requisite notices have been given, is 294, of which 243 are connected with projects in England, the remaining portion belonging to those in Ireland and Scotland. Of the entire number 115 are for railway projects, 35 being for the construction of new railways by companies proposed to be incorporated. The Bills for powers to construct tramways are only six in number. There are 77 applications in connection with gas and water; 23 of these being for works by newly incorporated companies, and a large number of the remaining portion for powers to existing companies to increase their area of supply and construct additional works. Several of the applications are promoted for transferring the gas and water supply in different localities from private companies to municipal bodies and other local authorities. There are 96 bills in respect of projects of a miscellaneous character, 42 of which are in connection with town improvements and the construction of docks, piers, and harbours. In addition to the Bills above named there are 16 Board of Trade applications for provisional orders for the construction of works, 12 of these being in connection with gas and water supply, and four in respect of tramways. Of the aggregate number of Bills 41 are in respect of projects connected with the metropolis, of which 12 are railway bills, and 9 connected with the supply of gas. The Metropolitan Railway applications include two distinct bills for an underground railway between Aldgate and Bow.

THE LASH FOR WIFE BEATERS.—A special plea, the *Examiner* notes, has been made for the application of the lash to wife beaters. The civilising influences of education, it is argued, may be trusted to banish this disgrace from the country; but, meantime, while the rising generation is being sent to school, why not flog the fathers? Those who put this question forget that the impatience and irritability which suggest this remedy are not far removed from the same qualities of mind that tempt the collier to take a short and easy method of silencing the scolding tongue of his wife. No doubt certain other qualities are wanted for the argument that it is better to flog the husband, and send him home again, than to imprison him for a lengthened period, and leave his family without their bread winner. To be capable of using this argument one must be singularly destitute of the faculty, whatever it may be

ulled, which enables one to realise how far it could be cheerful for a wife to live with a husband who carried on his back such a memorial of their mutual affection. If an ordinary woman had her voice, and were not very largely to blame for her husband's outrage, she would probably prefer the risks of starvation to such companionship. The lash is to be introduced for wife-beating, a necessary complement of such legislation must be to increase the facilities for divorce; the cut of the lash must be held to be a legal, as it cannot be a virtual, dissolution of marriage. Wife-beating is an ugly blot on our civilization; but it can be banished from the lower classes, as it has been banished generally from the upper classes, only by the growth of a more humane public opinion. This the advocates of the lash do their utmost to prevent.

OUR PRISONS.—The excess in accommodation in our prisons which would allow of a reduction in their number is proved by the return, which shows that there is in all 27,000 separate cells, while the average number occupying them was under 18,000, and the greatest numbers all added together under 22,000; and the excess in the number of the staff is proved by the consideration that there are 500 officers of all ranks, making a proportion of one to seven of the daily average of prisoners; while if the prisons were concentrated, so that they all resembled some of the larger ones, among them they would not require more than one officer to ten prisoners, Salford even succeeding very well with 1 to 11.75. It may be assumed to be desirable that some degree of uniformity should prevail in the description of the prisons, and legislation has for years been aimed at effecting this object. But it is clear that the unnecessary multiplication of gaols, and the variety of conditions under which they must exist from the present unsystematic distribution present obstacles to uniformity which no amount of mere inspection can overcome. An investigation of the circumstances of the want of uniformity in the work of carrying out sentences points to another matter in which there can be little doubt that, with due care and attention, considerable relief might be given to the local rates; for the manner of employment of prisoners varies in every conceivable degree, while in some prisons they can carry out an effective and deterrent discipline, and yet so dispose of the labour of the prisoners that each man earns on the average nearly £3 per annum. At Portsmouth they cannot manage to earn more than 2s. 5d.; at Lincoln, 4s. 11d.; at Ilford, 1s. 9d.; at Poole, 1s. 2d.; at Tiverton, 1s. 2d.; and at Latham they earn nothing. The aggregate amount which the public would gain if the earnings of all prisoners were brought up to the level of the best-managed would be something very considerable, and it can hardly be doubted that both if the improvements we have indicated—namely, reducing the number of the prisons and promoting greater uniformity in the discipline, with better regard to the industrial employment of the prisoners—would have the effect of insuring more effective administration and a more complete execution of the object of repressing crime, for which prisons are maintained.—*Times*.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

LAND TITLES AND TRANSFER BILL OF LAST SESSION.—I think the observations and suggestions of "A Country Solicitor" in regard to the proposed Land Transfer Bill in your paper of Saturday last are well worthy not only of serious consideration, but speedy action, on the part of solicitors. I fully agree with him that if a short Bill embodying a scale similar to the one recently published by the Incorporated Law Society were to become law, we should hear no more complaints about engthly deeds and uncertain charges, and the public would be thoroughly satisfied both with the conveyancer's work and the conveyancer's pay. Deeds would soon become as concise as is compatible with sound conveyancing. The draftsman would not have to drift into a certain number of folios in order to secure adequate remuneration for his skill and labour, and the present absurd system upon which a conveyancing bill is taxed would be at an end. The intending purchaser or mortgagor could, by referring to the scale, ascertain exactly how much he would be required to pay for the preparation of his purchase or mortgage deeds, and could make accurate calculations when buying or borrowing as to the amount of money required. The solicitor would be paid like the auctioneer for his skill and responsibility according to a system much in favour with business men, and in a few years most of the consciousness in conveyancing which the bill of last session aimed at attaining, but which every convey-

ancer could see at a glance it would not effect, would have been obtained, and we should have no further complaints about the unnecessary length of lawyers' deeds and lawyers' bills. What the public cares for is, not the form of the deed, but the cost of its preparation. Let this be made fair and certain, and the public will be satisfied, for it does not care two straws for the present or any other Lord Chancellor's pet scheme, and will not trouble itself to determine which has the greater merits. Every solicitor of experience knows that registration will necessarily increase the costs of conveyancing without giving additional security. Is a man's title to lands in Middlesex or Yorkshire more secure than that to similar property in the adjoining counties? In the former he has more to pay at the present time on account of registration fees, &c., than in the latter. I cannot think that a Land Titles Bill will find favour with an Englishman because it enables him, on payment of a small fee, to ascertain how much his neighbour has borrowed on his estate; whilst the knowledge that the neighbour may return the compliment at a like small cost will not add to the charm. Probably some journal published in the interests of trades' protection societies would furnish this information, as it does the registration of bills of sale, without extra cost to its subscribers, and then the tradesman might calculate to a nicety how far he might safely trust a neighbouring landowner for the necessities of life. I think English landowners do not yet desire to be so closely reckoned up. A deputation to the Prime Minister, supported strongly by the Incorporated Legal Practitioners' and other law societies, would doubtless do much good. No man is more competent than that astute politician to estimate the value of a really practical measure, and few less inclined to risk certain opposition from Conservative solicitors by introducing radical changes in practice when they are not for the public good. There are many members of the societies named more competent than the writer to suggest the *modus operandi*. There is, at least, one member of our branch of the Profession in the House, representing an Irish constituency, who is peculiarly fitted to lead the advance in the direction pointed out. **ANOTHER COUNTRY SOLICITOR.**

THE VENDOR AND PURCHASER ACT 1874.—In the article on this subject, which appears in your current issue, you describe the 7th section as startling. It is the opinion of several solicitors having extensive conveyancing practices to whom I have spoken on the subject that its effect is both startling and mischievous. A first mortgagee having the legal estate and deeds, and without notice of any other charge, can no longer make a further advance with safety, it being impossible for him to discover whether any intermediate incumbrance has or has not been created by the mortgagor. Such an incumbrancer is not now under any obligation whatever to give notice to the first mortgagee, as has hitherto been the case for his own protection, and surely it is most unreasonable that a further advance by a first mortgagee without notice should be postponed to that of an incumbrancer who chooses to remain undisclosed. The section was probably intended to prevent incumbrancers gaining priority over charges of an earlier date by a subsequent getting in of the legal estate, but goes too far. Such a provision might be reasonable if registration were also provided. Second mortgages have always been speculative and doubtful securities, and notwithstanding this Act, will remain so, and I am at a loss to conceive what object can be gained by rendering equally speculative and doubtful securities which have hitherto been safe, and against which all other incumbrances could protect themselves by the simple precaution of giving notice. **A SOLICITOR.**

COUNTY COURT BAILIFFS.—Your issue of the *LAW TIMES* of the 14th Nov., contains a report of a case decided by the judge of the Liskeard County Court, which, if correct, appears monstrously hard upon the bailiff, and goes to the root of the importance of County Courts generally. The case is shortly this: "Joseph Jago, a bailiff of the said court, receives a warrant to levy upon the effects of one Chas. Painter. Jago proceeds to Painter's house for that purpose, and makes the usual levy upon (amongst other things) a horse, which he looks up in the stable. Jago, upon arriving at Painter's house, finds Painter and another man there; the latter said he was in possession of the goods. Jago asked him to produce his authority, when he replied he had none there. Shortly afterwards one Spry, an auctioneer, arrived for the purpose of selling the goods, but had no authority. Spry then left the premises, but shortly returned in company with a clerk (in the employ of Mr. Kingston), who produced a document purporting to be an unstamped bill of sale, and read it to Jago. Spry then proceeded to sell under it, rescues the horse from Jago, and

in so doing commits an assault upon the latter. For this assault Spry was summoned before the judge of the said court. The assault was proved, but the judge decided against Jago upon the ground, as there stated, that he should have asked the date of the bill of sale, with the view of ascertaining whether the time (twenty-one days) within which it might have been stamped had expired, and should have withdrawn in case it had not. This does appear a very strange judgment, and places an officer in this unpleasant position—if he does his duty he may be assaulted with impunity, and if he does not he becomes liable to an action for neglect of duty. Surely it was not the duty of the officer to decide whether the paper produced was a valid bill of sale or not. This would have been the duty of the judge upon the trial of an interpleader summons, recourse to which no doubt would have been had if notice of claim had been given in the manner set forth in the Interpleader Act. Bills of sale are seldom free from suspicion, frequently had recourse to for unjust purposes, and generally found upon investigation by the court on the trial of an interpleader summons so to be. This decision superseded the Interpleader Act, and renders it almost impossible for high bailiffs to procure trustworthy officers to perform the duties and carry out the orders of the court effectually, without which it will be useless for the judges to waste their time and the suitors their money in fruitless attempts to obtain their right. In short, the proceedings of the court will become quite a farce, and, therefore, the sooner the courts are abolished the better.

AN OLD SUBSCRIBER.

INCORPORATED LAW SOCIETY AND THE LEGAL PRACTITIONERS' SOCIETY.—Every country attorney will fully agree with the following remarks which I copy from the *LAW TIMES* of the 28th Nov. last:—"It is very properly considered incumbent on all solicitors to become members of the Incorporated Law Society, and if the council could see its way to a reduction of the entrance fee in all cases, and the reduction, also, of the annual subscription in all country cases, many more practitioners would no doubt join, especially if the council carried their work a little further into those regions, certainly less agreeable than, but equally necessary with, those in which they usually labour, as, for instance, by securing the enforcement of the law in all cases in which it can be clearly shown that the rights and privileges of the Profession have been infringed by unqualified persons." If the Incorporated Society had done as above suggested I should have joined it some forty years ago. I cannot see that it is of the least use to country solicitors to join, especially those who, like myself, living some 150 miles from town. I have therefore joined the Legal Practitioners' Society, and I have great hopes that it will carry out the ends for which it is established. I see in your papers of the 21st of November last, that the Articled Clerks' Society have discussed the following subject: "That the power given to the judges of dispensing with the preliminary examination should be taken away." I have not seen the result; but I think that every one who wishes to keep our profession respectable will say, that the power should be taken away, and that every person before he is articulated should pass the preliminary examination. It is rather annoying that I should spend some £700 or £800 in educating and articling my son for five years to make him an attorney, and that Mr. John Smith, the cobbler living in the next street, should make his son an attorney in three years without costing him as many pounds as my son has cost me hundreds. By giving this a place in your next paper you will oblige your old subscriber,

AN ATTORNEY OF FORTY YEARS' STANDING.

COLES v. PILKINGTON.—I venture to offer the following remarks which may dispose of any difficulties that may be felt with regard to the decision of *Malins, V.C.*, in *Coles v. Pilkington*, noticed in your last number. The Vice-Chancellor held that upon the evidence the plaintiff's version of the transaction was the right one, viz., that there was a contract between the deceased and plaintiff, that if plaintiff would abandon her intention of going into business, and would live in deceased's house, she should have it rent free for her life. To this there were two objections. First, that there was no consideration for such a contract, inasmuch as the plaintiff's going to live in deceased's house was no benefit to the deceased. But his Honour remarked that it was not necessary that the consideration should benefit the deceased. It is sufficient if the act entails any loss or inconvenience on the promisee, provided such act was done at the request of the promisor: (See *Chitty's Contracts*, p. 20, edit. 8.) In the case in point, the act of abstaining from going into business, though conferring no benefit on the deceased, clearly subjected the plaintiff to loss.

inconvenience, as it deprived her of her contemplated means of subsistence, and it was done at the request of the deceased. The other objection was that the contract should have been in writing; but this was remedied by the part performance of entering into possession. As the Vice-Chancellor held that there was a valuable consideration, the transaction was not voluntary, as you suggest; and the part performance took the case out of the Statute of Frauds. R. S. B.

MANAGING CLERKS.—I have read with some amusement the letter of a "Solicitor," complaining of the practice of allowing managing clerks to be articulated for three years only, and then being admitted full blown solicitor. Your correspondent is pathetic on the subject, and complains of the great injustices thus done to the younger members of the Profession, who have expended "much time and money" upon their legal education. He obviously does not think it necessary for the would-be professional man to expend a small quantity of brains, if he have any, in qualifying himself for admission. The head and front of the managing clerk's offence appears to be (from a solicitor's point of view) that he exercises the right to better himself when the opportunity offers. He spent the best part of his lifetime in working up a practice. The practice is sold, and a young man with capital steps into the professional shoes of his old master. The clerk has experience, the young employer has none. The former knows, and is trusted by the clients, while the latter is a stranger to the business, and is looked upon with some suspicion by all. Is it strange that under the circumstances the clerk should desire to reap as well as sow, and that he should desire to make the best of the position in which fortune has placed him? He knows well enough that without his co-operation the business would dwindle into air, and perhaps he knows also that his new employer is utterly incapable of conducting the practice, even if he were able to retain it. The somewhat snobbish remark of your correspondent about introducing "men into the Profession who are not educated gentlemen" scarcely deserves more than contemptuous mention, and I suspect never came from the pen of an "educated gentleman." Clients entrust their cases to practical lawyers, not to theoretical youths, and if they acted otherwise they would be greater simpletons than the theoretical youths themselves.

AN ATTORNEY'S CLERK.

ARTICLED CLERKS' DEBATING SOCIETIES.—I think your paragraph in the LAW TIMES will have a beneficial effect. In Stockport, Ashton, Altrincham, Middleton, Bolton, Oldham, Bury, and Stalybridge, towns within a ten-mile radius of Manchester, I should think there are fifty articulated clerks at least, and in all probability the majority of them never heard of our society at all.

HON. SEC. MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits. N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

35. **LEASE.**—Is a lease containing a proviso not to alien, bargain, sell, assign, or set over the demised premises nor any part thereof, nor his or their interest or term of years therein, or any part thereof, forfeited on the lessee granting an underlease? Quote cases if any. S. N. W.

36. **GUN LICENCE.**—By 33 & 34 Vict. c. 57, s. 7, it is provided that (among other persons), "Any person using or carrying a gun for the purpose only of scaring birds or killing vermin on any lands by order of the occupier thereof, who shall have in force a licence or certificate to kill game or a licence under this Act," shall not be liable to a penalty although he has no licence under the Act. Can you tell me if the words "killing vermin" include shooting rabbits and birds, not game, nor yet within the Wild Birds' Protection Act? G. P. H.

37. **JURISDICTION.**—It is undoubtedly good law that a person resident in Ireland cannot be sued in the English courts by act of jurisdiction, writ, or any other process, whether the cause of action arose in England or Ireland. Can you tell me whether a person resident in England can be sued in the Irish courts? S. AND L.

38. **FISHING ACTS.**—Can any of your readers refer me to a case which may have been decided bearing upon the rights of fishermen at sea being allowed unrestrained liberty with drifting nets, so as to destroy private fishing tackle, without being liable for damages? QUILL.

39. **RENT-CHARGE.**—In 1820 A. purchases fifty acres of land and the great tithes thereof. In 1844 A. sells to B. ten acres of this land, which A. conveys to B., but in the conveyance no mention is made of the tithes thereof or of the rent-charge into which the tithes had then been commuted. B. has never paid to A., or to his representatives since his decease, any tithe rent-charge in respect of the ten acres, nor has the payment thereof ever been demanded or requested of him. In 1873 the trustees of A.'s will sold by auction the forty acres late belonging to A., and the impropriate or corn tithes as commuted under the Tithe Commutation Award on the forty acres and also on the ten acres, and the purchaser thereof now calls upon B. to pay the commutation rent-charge on the ten acres. Is B., after a lapse of thirty years without payment of the rent-charge, or any being requested of him, now liable to the purchaser from A.'s trustees to the payment of the rent-charge in respect of the ten acres? Or is such purchaser altogether barred by the Statute of Limitations through the laches or neglect of A. and his representatives? INQUIRER.

40. **TENANCY—LOST AGREEMENT—NOTICE TO QUIT.**—A. rents of B. a close of land under a written agreement, as a Michaelmas tenant. B. mislaid the agreement, and not remembering what the tenancy was, gave to A. a notice to quit at Lady Day, or at the determination of the current year. B. afterwards found the agreement, and ascertained that it was a Michaelmas tenancy. A. quitted at Lady Day and paid his rent, but nothing was said about giving up possession. B. waits until after Michaelmas, and then writes to A. for half a year's rent, possession, and dilapidations. A. in reply says, "I quitted at Lady Day according to your notice." Query: Can B. recover either rent or dilapidations, the latter having principally arisen from want of cultivation from Lady Day to Michaelmas? W. T. S.

41. **COPYHOLD—TRUSTEES.**—Have trustees of a will under which copyholds passed power to enfranchise such copyholds without a power being inserted in the will? If so, can they sell the reversionary interest? Q. P.

42. **SUCCESSION DUTY.**—If a person entitled to the immediate reversion in property expectant on the determination of grants for lives chargeable with succession duty in respect of such determination in the case of a party being by purchase also entitled to the life interest. Q. P.

43. **MARRIAGE.**—A. is a widower possessed of freehold estates; has made a will; is about to marry his deceased brother's wife. Is the marriage a legal one? If not, will his will stand? JUVENIS.

44. **BILL OF SALE—BANKRUPTCY.**—A. has a bill of sale on B.'s furniture and goods. Bill of sale is properly registered. A. levies on B.'s goods, under bill of sale for over £50. B. has a bankruptcy petition filed against him while A. is in possession of goods, but before sale. Does the bill of sale stand good as against the trustee in bankruptcy? H. J. A.

45. **CHANGE OF SURNAME.**—A., now aged 24, was adopted in early infancy by a relative named B., whose name he has ever since borne. He only discovered recently his original name. He is desirous of retaining his present name. Are any, and what, steps necessary to enable him legally to adhere to and use such name? A.

46. **LANDLORD AND TENANT.**—A. and his predecessors have held certain premises as tenants from year to year for a great many years. The property has had several owners during this tenancy from year to year, and the present landlord would like to know whether he could get A. out at six months' notice from either half-yearly day. Neither A. nor the present landlord know the day the tenancy originally commenced. Please refer to authorities if possible. W. Z.

47. **FINAL EXAMINATION.**—Would you or any of the readers of your journal, oblige me (and I doubt not many others too), by informing me which book on Vendors and Purchasers is the more useful for the final examination, Dart's or Lord St. Leonard's? And further, by furnishing me with a short selection from the book recommended, of the parts of it most useful for such examination? A. A.

48. **EXECUTION.**—Although the Act 32 & 33 Vict. c. 62, abolishes imprisonment for debt, one does not meet with a specific assertion that a creditor has not now the option of issuing a *ca. sa.* for recovery of a debt above £20. It seems only to be impliedly abolished. Is this so? W.

Answers.

(Q. 16.) **WILL—CONSTRUCTION.**—(1) The first and other sons will take by purchase. (2) C. L. had an equitable estate in fee in possession, defeasible, however, upon issue male being born to him. The contingent remainder in tail male being equitable, is indestructible, and the purchaser's estate in possession will be defeated immediately on the birth of issue male of C. L., and turned into a mere remainder, which may be barred altogether by the tenant in tail. (3) The recital is valueless, for even if true, the purchaser was still liable to be disturbed by subsequent issue. (4) The legal estate is outstanding in the trustees. J. M.

(Q. 17.) **ACKNOWLEDGMENT BY MARRIED WOMAN.**—In the case mentioned, the entire estate is in both husband and wife. Should the husband attempt to alienate the whole estate without his wife being made a party to the deed, the alienation would only be good for a moiety: (Com. Dig. Baron and Feme, D. 2.) The wife must join and must acknowledge the deed in order that the whole estate may pass. J. Y.

—The husband can deal with the property without the consent of the wife. The term tenants by entireties is as applicable to leaseholds as to freeholds. (Litt. 3, 281; 1 Daw. 702.)

(Q. 20.) **NOTICE TO QUIT.**—A demise by coparceners operates as a separate demise by each of her shares, as is the case with tenants in common: (Woodfall's Landlord and Tenant, p. 12.) A tenancy may be determined by any one of the coparceners giving notice to the tenant to quit her undivided part or share, which is in effect as good as if all the coparceners had given the notice. It seems to me that "D." has executed an under-tenancy, and if so, notice must be given to "D.," not to the under tenant: (Woodfall, p. 295.) If, however, "D." has simply assigned his interest, his assignee, the new tenant, is the proper party to be served. The husband of the coparcener giving the notice should sign it. J. Y.

(Q. 23.) **DOWER.**—The representatives of A.'s widow may claim for arrears of dower; but by 3 & 4 Will. 4, c. 27, s. 41, no arrears of dower nor any damages on account of such arrears shall be recovered by any action or suit for any longer period than six years before the commencement of such action. (See Crabb's Real Property Law, vol. 2, pp. 189 and 190.) J. Y.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY OF IRELAND.

THE general half-yearly meeting of the Irish Incorporated Law Society was held in Dublin on the 27th ult., for the purpose of receiving the report of the council, and for other ordinary business. Sir Richard J. T. Orpen presided, and in the course of his address stated that the references to the subject of the certificate duty contained in the report was not of a satisfactory character. The council had endeavoured to induce the English Law Society to concur with them in bringing the matter before the proper authorities in order to get the duty remitted; but they had found it impossible to do so. The opinion of the English Society was that there were several other matters of more importance to solicitors than the abrogation of that duty, and the council had thought that it would be useless for them to attempt to go forward without the assistance of the English Society. Speaking upon the subject of the education of apprentices at law, he said a great number at least of those who present themselves for admission as apprentices are not up to the standard of education that the society has laid down. At the last preliminary examination for admission to apprenticeship of those twenty-nine who applied, fourteen were allowed to be bound and fifteen were postponed to a future occasion. It seemed extraordinary that so many young men of sixteen years of age and upwards should not have been equal to the simple examination which they were required to pass, which was not anything like so difficult as the examination for entrance into Trinity College. One great defect which had struck him in the education of some of them was their utter ignorance of the principles of the Latin language. He was unable to account for it, except by supposing that they had trusted to translations, or to grinders, or to incompetent schoolmasters—he was sure he did not know which. It seemed extraordinary to him that young men so badly prepared as some of them were should have attempted to come up for examination. He hoped that on future occasions such lamentable deficiencies would not occur. In regard to half yearly meetings we believe they are attended with much advantage to the Profession, and we should be glad to see that such a system was adopted, by the council in Chancery-lane, securing the necessary alteration in the existing bye laws. Upon the subject of the annual certificate duty he concurs with the council in thinking that many other matters of far greater importance await attention and should be considered first. Mr. Sharman, speaking at the meeting, called attention to the very pressing necessity which existed for the appointment of a second judge of the Landed Estates Court. The fact that what were called motions of course were referred to the registrars of that court only aggravated the difficulty. It was probable that the new Judicature Bill would invest the judge of the Landed Estates Court with the power of appointing receivers. In that case, what would happen? No man ever allowed a receiver to be appointed over his estate without fighting the application tooth and nail, so that, as a general rule, the hearing of a receiver motion, which was commonly classed with "motions of course," really involved the hearing of a whole cause. But if that class of business should be cast on the present judge of the court in question in addition to what he had to do, it would, he believed, be impossible for human intelligence and industry to grapple with the difficulty. Mr. Reeves, the vice-president of the society, said the council had memorialised the Government not a month ago to appoint a new judge, and they had every reason from what they had heard to believe that one would be appointed. We congratulate the council of the Irish Incorporated Law Society on such action. It often happens that solicitors as a body are peculiarly fitted to express opinions on such questions as that to which Mr. Shannon called attention, and

when so fitted, the necessary representations ought to be at once made to the proper authority without the slightest hesitation.

LAW ASSOCIATION.

At the usual monthly meeting of the Board of Directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 3rd inst., the following being present, viz., Mr. Desborough (chairman), and Messrs. Steward, Carpenter, Drew, Hedger, Kelly, Lovell, Masterman, Visbet, Sawtell, Scadding, Sidney Smith, Styan, and Boodle (secretary). Five grants, amounting to £45, were made to the families of non-members. One new member was elected, and other general business was transacted.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Hall, on Wednesday the 2nd Dec. 1874, Mr. W. Girling in the chair. Mr. Dowson opened the subject for the evening's debate, viz., "That judges and magistrates should have the power of awarding corporal punishment in cases of violent assault and cruelty." The motion was carried by a majority of two. The subject for next week's discussion is: "That it is unnecessary and inadvisable to abolish the Home Circuit." To be supported by Messrs. Drummond and Chester; to be opposed by Messrs. Castle and Kent.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, 2nd Dec., Mr. Fredk. Thomas Veley in the chair. A sum of £135 was voted in grants of assistance to the widows and families of deceased solicitors. Seven new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the usual weekly meeting of the society held at the Law Institution on Tuesday evening last, the question on the paper for debate was No. cccxlii. jurisprudential: "Ought persons accused of contempt of court to be tried by a jury?" There was a very full meeting, and several members took part in the discussion. The question was decided in the negative by a moderate majority.

SHEFFIELD LAW STUDENTS' SOCIETY.

THE fortnightly meeting of this society was held at 21, Church-street, Mr. W. C. Auty in the chair. The question discussed was, "Is a solicitor mortgagee who acts for himself in a redemption suit entitled to costs beyond those out of pocket?" The affirmative was taken by Mr. J. N. Coombe and Mr. Henry Elliott, jun., and the negative by Mr. J. F. W. Clayton and Mr. P. B. Coward. The subject was decided in the affirmative by a majority of six.

HULL LAW STUDENTS' SOCIETY.

AN ordinary meeting of this society was held in the Law Library, Parliament-street, on Tuesday, 4th November, A. M. Jackson, Esq., solicitor, occupying the chair. Mr. Collier opened the debate on the moot point, "Was the case *Freeth v. Burr* (L. J. Rep. May 1874, 91 C. P.) rightly decided?" in the affirmative. Mr. Taylor then addressed the meeting in the negative, and quoted a support of this view the cases *Hoare v. Renny* and *Withers v. Reynolds*, and was followed by Messrs. Lambert, Johnson, and Winter, also in the negative; after which Mr. Taylor and Mr. Collier replied, and the voting resulted in the carrying of the affirmative by the chairman's casting vote. A vote of thanks to Mr. Jackson or presiding concluded the proceedings.

[We go to press on the afternoon of Thursday, and inasmuch as the above report was not received till last Saturday, the 28th, although the meeting was held on the 24th, it was impossible for us to publish it in our last issue.—ED. SOLS. DEP.]

LEGAL OBITUARY.

NOTE.—This department of the *LAW TIMES*, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the *LAW TIMES* Office any dates and materials required for a biographical notice.

E. W. STANTON, ESQ.

THE late Robert Wise Stanton, Esq., senior surveying clerk in the Comptroller's Office, Whitehall, who died on the 16th inst., in the fifty-sixth year of his age, was a son of the late Robert Stanton, Esq., formerly of Lombard-street, and at one time M.P. for the borough

of Penrhyn. Born in 1818, he served in the Comptroller's department for the lengthened period of thirty-five years, and was much respected by all who knew him. Mr. Stanton was seized with an attack of apoplexy on the 3rd inst., on arriving at his residence on his return from business, and although partially conscious for a short time, he did not rally.

D. BURGESS, ESQ.

THE late Daniel Burgess, Esq., solicitor, and Town Clerk of Bristol, who died suddenly, on the 10th inst., at his residence in Canynge-road, Clifton, Bristol, in the sixty-fifth year of his age, was the son of the late Daniel Burgess, Esq., for many years solicitor to the corporation and Town Clerk of the City of Bristol, by Mary Anne, daughter of the late George Ward, Esq., of Bruton, Somerset. He was born at Belle-vue, Clifton, in the year 1810, and was educated at the Bristol Grammar School. In 1827 he was articled to Messrs. Brice and Burgess, solicitors to the Corporation of Bristol, and thus commenced a connection with the corporation, which continued, without interruption, to his death—a long service of forty-seven years. He was admitted a solicitor in Trinity Term, 1832; and in 1836, in conjunction with William Brice, Esq., was appointed clerk to the magistrates. In 1849 he succeeded to the office of Town Clerk, on the resignation of that position by his father. Mr. Burgess, in the afternoon of the day in which he died, was at the Council House when the new Mayor of Bristol (Mr. C. J. Thomas) was sworn in, and he had taken his usual share of the business at the meeting of the town council on the previous day, when he appeared to be in his usual health. It may be interesting to observe that Mr. Burgess's family have been connected with the corporation of Bristol, as legal advisers in different capacities for very nearly 100 years. The late Mr. Burgess married in 1835 Eliza Mary, daughter of Benjamin Travers, Esq., Serjeant Surgeon to the Queen, and sometime President of the Royal College of Surgeons, by whom he had thirteen children, of whom six sons and three daughters survive. His eldest son, Mr. D. Travers Burgess, is a solicitor in practice in London. The remains of the deceased gentleman were interred in the family vault at the Bristol Cemetery on Monday, the 16th inst., and were followed to the grave by the mayor, town councillors, corporation officers, and a very large number of the leading citizens of Bristol.

THE COURTS AND COURT PAPERS.

COURT OF PROBATE ADDITIONAL RULES.

ADDITIONAL Rules and Orders for Her Majesty's Court of Probate in respect of Contentious Business:—

Service of Notices, &c.

110. It shall be sufficient to leave all notices and copies of pleadings and other instruments which by the rules and orders of the court are required to be given or delivered to the opposite parties in a cause, or to their proctors, solicitors, or attorneys, and personal service of which is not expressly required, at the address furnished, by such parties respectively.

111. When it is necessary to give notice of any motion to be made to the court, such notice shall be served on the other parties who have entered an appearance four clear days previously to the hearing of such a motion, and a copy of the notice so served shall be filed in the registry with the case for motion, but no proof of the service of the notice will be required, unless by direction of the judge, or of the registrars in his absence.

112. If an order be obtained on motion without due notice to the opposite parties, such order will be rescinded, on the application of the parties upon whom the notice should have been served; and the expense of and arising from the rescinding of such order shall fall on the party who obtained it, unless the judge shall otherwise direct.

113. When it is necessary to serve personally any order or decree of the court, the original order or decree, or an office copy thereof, under seal of the court, must be produced to the party served, and annexed to the affidavit of service marked as an exhibit by the commissioner or other person before whom the affidavit is sworn.

Change of Proctor, Solicitor, or Attorney.

114. A party may obtain an order to change his or her proctor, solicitor, or attorney upon application by summons to the judge, or to the registrars in his absence.

115. In case the former proctor, solicitor, or attorney neglects to file his bill of costs for taxation at the time required by the order served upon him, the party may, with the sanction and by order of the judge or of the registrars, proceed in

the cause by the new proctor, solicitor, or attorney, without previous payment of such costs.

Order for the immediate Examination of a Witness.

116. Application for an order for the immediate examination of a witness who is within the jurisdiction of the court is to be made to the judge, or to one of the registrars in his absence, by summons, or if on behalf of a plaintiff proceeding in default of appearance of the parties cited or warned in the cause without summons before one of the registrars, who will direct the order to issue, or refer the application to the judge, as he may think fit.

117. Such witness shall be examined *viva voce*, unless otherwise directed, before a person to be agreed upon by the parties in the cause, or to be nominated by the judge or by the registrar to whom the application for the order is made.

118. The parties entitled to cross-examine the witness to be examined under such an order shall have four clear days' notice of the time and place appointed for the examination, unless the judge or the registrar to whom the application is made for the order shall direct a shorter notice to be given.

Commissions and Requisitions for Examination of Witnesses.

119. Application for a commission or requisition to examine witnesses who are out of the jurisdiction of the court is to be made by summons, or if on behalf of a plaintiff proceeding in default of appearance without summons, before one of the registrars, who will order such commission or requisition to issue, or refer the application to the judge, as he may think fit.

120. A commission or requisition for examination of witnesses may be addressed to any person to be nominated and agreed upon by the parties in the cause, and approved of by one of the registrars, or for want of agreement to be nominated by the registrar to whom the application is made.

121. The commission or requisition is to be drawn up and prepared by the party applying for the same, and a copy thereof shall be delivered to the parties entitled to cross-examine the witnesses to be examined thereunder two clear days before such commission or requisition shall issue, under seal of the court, and they or either of them may apply to one of the registrars by summons to alter or amend the commission or requisition, or to insert any special provision therein, and the registrar shall make an order on such application, or refer the matter to the judge. Form of a commission and requisition is given in the appendix No. 31.

122. Any of the parties to the cause may apply to one of the registrars by summons for leave to join in a commission or requisition, and to examine witnesses thereunder; and the registrar to whom the application is made may direct the necessary alterations to be made in the commission or requisition for that purpose, and settle the same, or refer the application to the judge.

123. After the issuing of a summons to show cause why a party to the cause should not have leave to join in a commission or requisition, such commission or requisition shall not issue under seal without the direction of one of the registrars.

Cases for Motion.

124. Cases for motion are to set forth the style and object of, and the names and descriptions of the parties to, the cause or proceeding before the court; the proceedings already had in the cause, and the dates of the same; the prayer of the party on whose behalf the motion is made, and briefly, the circumstances on which it is founded.

125. If the cases tendered are deficient in any of the above particulars, the same shall not be received in the registry without permission of one of the registrars.

126. On depositing the case in the registry, and giving notice of the motion, the affidavits in support of the motion, and all original documents referred to in such affidavits, or to be referred to by counsel on the hearing of the motion, must be also left in the registry; or in case such affidavits or documents have been already filed or deposited in the registry, the same must be searched for, looked up, and deposited with the proper clerk, in order to their being sent with the case to the judge.

127. Copies of any affidavits or documents to be read or used in support of a motion are to be delivered to the other parties to the suit who are entitled to be heard in opposition thereto.

As to Costs.

128. In all cases in which the court at the hearing of a cause condemns any party to the suit in costs, the proctor, solicitor, or attorney of the party to whom such costs are to be paid may forthwith file his bill of costs in the registry, and obtain an appointment for the taxation, provided that such taxation shall not take place before the time allowed for moving for a new trial or rehearing shall have expired; or, in case a rule should have been granted, until the rule

posed of, unless the judge shall, for cause shown, direct a more speedy taxation.

Review of Taxation.

129. Application for a review of taxation is to be made to the judge on summons.

Recovery of Costs.

130. Upon the registrar's certificate of costs being signed, he shall at once issue an order of the court for payment of the amount within seven days, unless a summons be taken out for a review of the taxation, in which case the order for payment shall be suspended until the summons is disposed of.

131. This order shall be served on the proctor, solicitor, or attorney of the party liable [or if it is desired to enforce the order by committal on the party himself], and if the costs be not paid within the seven days, a writ of *fieri facias* or writ of sequestration or a writ of *elegit* shall be issued as of course in the registry, upon an affidavit of service of the order, and nonpayment.

As to Subpoenas.

132. The issuing of fresh subpoenas in each term shall be abolished, and it shall not be necessary to serve more than one subpoena upon any witness. Such subpoena shall be in the following form:

Subpoena ad testificandum.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to [names of all witnesses included in the subpoena to be inserted], Greeting. We command you and every of you to be and appear in your proper persons before [insert the name of the judge], Judge of our Court of Probate at Westminster, in our county of Middlesex, on the day of 18, by half-past ten of the clock in the forenoon of the same day, and so from day to day, whenever our said court is sitting, until the cause or proceeding is heard, to testify the truth, according to your knowledge, in a certain cause now in our said court before our said judge depending between A.B., plaintiff, and C.B., defendant, on the part of the plaintiff [or, as the case may be], and on the aforesaid day between the parties aforesaid to be heard. And this you or any of you shall by no means omit, under the penalty of each of you of £100. Witness [insert the name of the judge], at the Court of Probate, the day of 18, in the year of our reign.

(Signed) X. Y., Registrar.

N.B.—Notice will be given to you of the day on which your attendance will be required.

Subpoena duces tecum.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to [names of all parties included in the subpoena to be inserted], Greeting. We command you and every of you to be and appear in your proper persons before [insert the name of the judge], Judge of our Court of Probate at Westminster, in our county of Middlesex, on the day of 18, by half-past ten o'clock in the forenoon of the same day, and so from day to day whenever our said court is sitting, until the cause or proceeding is heard, and also that you bring with you and produce at the time and place aforesaid [here describe shortly the deeds, letters, papers, &c. required to be produced], then and there to testify and show all and singular those things which you or either of you know, or the said deed or instrument doth import, of and concerning a certain cause or proceeding now in our said court before our said judge, depending between A.B., plaintiff, and C.B., defendant, on the part of the plaintiff [as the case may be], and on the aforesaid day between the parties aforesaid to be heard. And this you or any of you shall by no means omit, under the penalty of each of you of £100. Witness [insert the name of the judge], at our Court of Probate, the day of 18, in the year of our reign.

(Signed) X. Y., Registrar.

N.B.—Notice will be given to you of the day on which your attendance will be required.

APPENDIX.

Form which is to be followed as nearly as the circumstances of the case will allow.

No. 31.—Commission or Requisition for Examination of Witnesses.

In Her Majesty's Court of Probate.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to [here set forth the name and proper description of the commissioner], Greeting. Whereas a certain cause is now depending in our Court of Probate between A.B., plaintiff, and C.D., defendant. And whereas by an order made in the said cause on the day of 18, on the application of the said A.B., it was ordered that a commission [or requisition] should issue under Seal of our said court for the examination of [here insert name and address of one of the persons to be examined] and others as witnesses to be produced on the part of the said

A.B. (saving all just exceptions). Now know ye that we do by virtue of this commission [or requisition] to you directed, authorise [or request] you within thirty days after the receipt of this commission [or requisition] at a certain time and place to be by you appointed for that purpose with power of adjournment to such other time and place as to you shall seem convenient to cause the said witnesses to come before you, and to administer to the said witnesses respectively an oath truly to answer such questions as shall be put to them by you touching the matters set forth in the pleadings in the said cause (a true and authentic copy whereof sealed with the seal of our said court is hereunto annexed), and such oath being administered, we do hereby authorise [or request] and empower you to take the examination of the said witnesses touching the matters set forth in the said pleadings, and to reduce the said examination or cause the same to be reduced into writing. And that for the purpose aforesaid you do assume to yourself some notary public or other lawful scribe as and for your actuary in that behalf if to you it should seem meet and convenient so to do. And the said examination being so taken and reduced into writing, as aforesaid and subscribed by you, we do require [or request] you forthwith to transmit the said examination, closely sealed up, to the Registry of our said court in Doctor's Commons, in the City of London, together with these presents. And we do hereby give you full power and authority to do all such acts, matters, and things as may be necessary, lawful, and expedient for the due execution of this our commission [or requisition].

Dated at London the day of , in the year of our Lord one thousand eight hundred and , and in the year of our reign.

(Signed) X. Y., Registrar.

SITTINGS AND CAUSE LIST AFTER MICHAELMAS TERM.

Equity Courts.

Court of Appeal in Chancery.

At Lincoln's-inn.

Wednesday ...Dec.	2	First Seal. Appeal motions
Thursday	3	Appeals
Friday	4	Bankrupt appeals and appeals
Saturday	5	Petitions in lunacy and appeal
Monday	7	Appeal motions and appeals
Tuesday	8	Appeals
Wednesday	9	Ditto
Thursday	10	Second Seal. Ditto
Friday	11	Bankrupt appeals and appeals
Saturday	12	Petitions in lunacy and appeal
Monday	14	Appeals
Tuesday	15	Ditto
Wednesday	16	Ditto
Thursday	17	Third Seal. Ditto
Friday	18	Bankrupt appeals and appeals
Saturday	19	Petitions in lunacy and appeal
Monday	21	Appeal motions and appeals

FULL COURT.

Robertson v. Walker.

Appeal Motions.

Re The Poole Firebrick and Blue Clay Co. and Co.'s Acts

Appeals.

Viscount Valentia v. Denton	Parker v. McKenna
Mayor, &c., of Hastings v. Ivall	Parker v. McKenna
Dunne v. English	Parker v. McKenna
Powell v. Elliot	Wood v. The Harrogate Commissioners
Elliot v. Powell	
Mutlow v. L. M. Bigg	

Rolls Court.

At Chancery-lane.

Wednesday ...Dec.	2	First Seal. Motions and general paper
Thursday	3	General paper
Friday	4	Ditto
Saturday	5	Petitions, short causes, adjourned summonses, and general paper
Monday	7	General paper
Tuesday	8	Ditto
Wednesday	9	Ditto
Thursday	10	Second Seal. Motions and general paper
Friday	11	General paper
Saturday	12	Petitions, short causes, adjourned summonses, and general paper
Monday	14	General paper
Tuesday	15	Ditto
Wednesday	16	Ditto
Thursday	17	Third Seal. Motions and general paper
Friday	18	General paper
Saturday	19	Petitions, short causes, adjourned summonses, and general paper
Monday	21	General paper

At the Rolls, unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

Causes.

Low v. Turner	Turner v. Phillipson
Kinghorn v. Williams	Hopkinson v. Forster
Horrocks v. Bernstein	Vickers v. Brown
Jarvis v. Mortimer	Macpherson v. Buchanan
Mortimer v. Jarvis	Williams v. Guest, Bart.
Toone v. Sarson	Griffin v. Griffin
Cooper v. Lloyd	Aynsley v. Glover
Platt v. Carleton	Legh v. Hatch
Taylor v. Taylor	Other v. Other
Penny v. Finch	Loes v. Jones
Corporation of Aberavon v. Thomas	Pedgrift v. Chapman
Hinchliff v. Chapman	National Bolivian Navigation Co. v. Public Works Construction Co. (Lim.)
Musgrave v. Horner	Berrington v. Tyler
Pearce v. Watts	Hayter v. Richardson
Wright v. Balcarras	Crook v. Partridge
Best v. Arnold	Adams v. Moore
Wills v. Wills	Darwin v. Tennant
Kelly v. Wilkinson	Ripley v. The Great Northern Railway Co.
Keever v. Keever	Hampson v. Gausson
Hasluck v. Pedley	Macdougall v. Glover
Parsons v. Porter	Mercer v. Packham
Dorrien v. Magens	Ellis v. Snell
Wright v. Sanders	Grimston v. Dixon
Flower v. Wagner	The Printing and Numerical Registering Company (Limited) v. Sampson
Glass v. Glass	Lewis v. Clark
Bailey v. Emerson	Kingston v. The Cowbridge Railway Company
Tennant v. Young	Gordon v. Slater
Jones v. Church	Farrer v. Tunncliffe
Todd v. Moorhouse	Stephenson v. Fishburn
Jones v. Church	Joseph v. Goode
Woodall v. Welby	Little v. Archer
Hunt v. Archer	Mustard v. Botterill
Chamberlaine v. Masson	Tillett v. Pearson
Diddee v. Mallinder	Crossley v. Crossley
Walker v. Knight-Bruce	Williams v. Cockett
The Union Loan and Discount Co. (Limited) v. Moreton	Berry v. Gaukroger
Ravenscroft v. Waters	
Forster v. Longrigg	
Ross v. Jennings	
Hoyle v. Ainsworth	

V.C. Malins' Court.

At Lincoln's-inn.

Wednesday ...Dec.	2	First Seal. Motions and general paper
Thursday	3	General paper
Friday	4	Petitions and general paper
Saturday	5	Short causes, adjourned summonses, and general paper
Monday	7	County Court appeals and general paper
Tuesday	8	General paper
Wednesday	9	Ditto
Thursday	10	Second Seal. Motions and general paper
Friday	11	Petitions and general paper
Saturday	12	Short causes, adjourned summonses, and general paper
Monday	14	General paper
Tuesday	15	Ditto
Wednesday	16	Ditto
Thursday	17	Third Seal. Motions and general paper
Friday	18	Petitions and general paper
Saturday	19	Short causes, adjourned summonses, and general paper
Monday	21	General paper

Causes.

Attorney-Gen. v. English	Macdougall v. The Emma Silver Mining Company
Sharman v. Public Works Construction Co. (Lim.)	Macdougall v. The same Co.
Sharman v. The same Co.	Noel v. Mège
Sharman v. The same Co.	Lewis v. King
Sharman v. The same Co.	Street v. Bonsor
	Prince v. Dear

Set down since commencement of Hilary Term (exclusive of Transfers).

Michael v. Price	Levin v. Rowland
Williams v. Williams	Noble v. Noble
West India and Panama Telegraph Co. v. India-rubber, &c., and Telegraph Co.	Farrar v. Green
Panama and South Pacific Telegraph Co. v. Same	Patterson v. Dettmar
Roach v. Crood	Harnett v. Baker
Twiss v. Carter	Harrison v. Nottingham Manufacturing Company (Limited)
Mullis v. Strange	Thomson v. Weston
Taylor v. Cole	Eyre v. Astorg
Stacey v. Stacey	Wallington v. Taddy
Braham v. Everitt	Gribble v. Tucker
Jacomb v. Chart	Benecke v. Ball
Lightfoot v. Bell	Reuss v. Barracrough
Russell v. Kent	Philp v. Botterell
Barker v. Little	Gibson v. Hardy
Littler v. Whitehead	Wickham v. Heath
Harper v. Waterhouse	Thorp v. Brooks
	Baden v. Bassett
	Wilson v. Maxfield

Set down since the commencement of Hilary Term.

M'Kewan v. Sanderson	Annesley v. Hutton
Osborn v. Osborn	Firth v. The Midland Railway Company
Evans v. Evans	Syers v. Syers
Evans v. Hopkins	Gibbs v. Elworthy
Rosher v. Williams	Lyon v. The Fishmongers' Company
Gray v. Baker	Bartlam v. Yates
Purcell v. Cooper	Re Wm. Challis's estate—Challis v. Wilshe
Cotton v. Weil	Rose v. Dormer
Beaumont v. Emery	Hughes v. True
Martin v. Gray	Harvey v. Harvey
Edwards v. Griffiths	Spalding v. Higgs
Turner v. Moy	Page v. Young
Sayers v. Corrie	Watkins v. Powell
Hodgkinson v. Crowe	Knight v. Lawless
Rogers v. Anze	Wildes v. Dudlow
Quinton v. Mayor, &c. of Bristol	Jolliffe v. Hayward
Thomas v. Jones	Fowler v. Lang
Couldery v. Bradford	Andrew v. Ensor
Wallwork v. Sussum	Haydon v. Fox
Burbidge v. Raikes	Osborn v. Osborn
Churchill v. Salisbury and Dorset Junction Railway Company	Williams v. Hiccox

Hithred v. Flight
Whiting v. Attenborough
amden v. Lister
arter v. Bower
ier v. Tucker
Gosman
omer v. Hipkiss
itcombe v. Thain
merville v. Johnson
ley v. Mitchell
lick v. Cheesman
tanhope v. Crompton-
Stanfield
nlivan v. Beetham
Marshall v. Marden
uedalla v. Guedella

Set down since commencement of Michaelmas term.

odbold v. Ellis
urney v. Brown
cott v. Laver
mith v. Hersee
allard v. Margary
ill v. Tate
stewart v. The Estcourt
For Essence Co. (Lim.)
ebb v. Sargeant
monds v. Hartland
lorrie v. Kelland
udduck v. Rudduck

Walker v. Blake
Barrows v. Williams
Schofield v. Jacomb
Corrie v. Sayers
Fielden v. Gill
Smith v. Pilgrim
Griffiths v. Kennedy
Dowell v. Wood
Butler v. Prockter
Hugo v. Hugo
Smyth v. Smyth
Wightwick v. Barden
Hayne v. Cavall
Cruse v. Smith
Botterell v. Horrell
Robson v. Morley

Dangerfield v. Budd
Batter v. Cole
Hagger v. Milton
Young v. Dale
Taylor v. Smith
Scotthard v. Parker
Rotherham, Masbro. and
Holme Coal Co. (Lim.)
v. Fullerton
Brogden v. Macleod
Harvey v. Eytton

V.C. Bacon's Court.

At Lincoln's Inn.

Tuesday ... Dec.	2	First Seal. Motions and adjourned summonses
Wednesday	3	General paper
Thursday	4	General paper
Friday	5	Petitions, short causes, and general paper
Saturday	6	General paper
Sunday	7	In Bankruptcy
Monday	8	General paper
Tuesday	9	General paper
Wednesday	10	Second Seal. Motions and adjourned summonses
Thursday	11	General paper
Friday	12	Petitions, short causes, and general paper
Saturday	13	General paper
Sunday	14	In Bankruptcy
Monday	15	General paper
Tuesday	16	General paper
Wednesday	17	Third Seal. Motions and adjourned summonses
Thursday	18	General paper
Friday	19	Petitions, short causes, and general paper
Saturday	20	General paper
Sunday	21	In Bankruptcy

Causes.

Yardley v. Holland	Kay v. Pierce
Hesley v. Borough	Walker v. Daniell
Batley	Dinsdale v. Dunning
Preg v. Sagar	Wootton v. King
shaw v. Longbottom	Waldy v. Gray
Jarnell v. Stevens	Thursby v. Thursby
Lydon v. Reed	Taylor v. Langley
Nier v. Gisborne	Hoggood v. Gabell
Colomon v. Minter	Leech v. Bolland
Sellor v. Morehouse	Verity v. Verity
Job v. Potton	Clegg v. Castleford Local Board of Health
Hanton v. Baring	Hill v. Killick
Laring v. Stanton	Batley v. Kynoch
fitcheil v. Condy	The Eastern Bank, Ltd. v. Carmichael
mannell v. Padwick	Giffard v. Holyoake
onnasohn v. Shaw	Darby v. Swansea Harbour Trustees
Heattley v. Nicholson	Beswick v. Beswick
Heattley v. Herbert	
Smith v. Daniell	
Vilson v. Mersey	

V.C. Hall's Court.

At Lincoln's Inn.

Wednesday ... Dec.	2	First Seal. Motions, adjourned summonses, and general paper
Thursday	3	General paper
Friday	4	Petitions and general paper
Saturday	5	Short causes and general paper
Sunday	6	General paper
Monday	7	General paper
Tuesday	8	General paper
Wednesday	9	General paper
Thursday	10	Second Seal. Motions, adjourned summonses, and general paper
Friday	11	Petitions and general paper
Saturday	12	Short causes and general paper
Sunday	13	General paper
Monday	14	General paper
Tuesday	15	General paper
Wednesday	16	General paper
Thursday	17	Third Seal. Motions, adjourned summonses, and general paper
Friday	18	Petitions and general paper
Saturday	19	Short causes and general paper
Sunday	20	General paper
Monday	21	General paper

Causes.

Walker v. Walker	Pye v. Dry
British Mutual Investment Company (Limited), v. Smart	Loughaw v. The Warrington Wire Iron Company (Limited)
elby v. Lowndes	Batstone v. Salter
oynton v. Boynton	Wood v. Saunders
Richardson v. Hodgetts	Lawrence v. Clements
owland v. Bingley	Lister v. Walker
ray v. Lucas	Jones v. Grizzell
all v. Hirst	Faine v. The Attorney-General
till v. Hall	Robins v. Bridgman
lacarian v. Rolt	Attorney-General v. St. Catherine's College, Cambridge
shlin v. Lee	Davies v. Knibb
Forley v. Worsley	Harter v. Souvazoglou
ood v. Wood	Barton v. Barton
ell v. MacLaine	Jeyes v. Prole
ope v. New Russia Company (Limited)	Banks v. Banks
ublic of Peru v. Huo	Parker v. Gillard
unior v. Pickering	Burchett v. Turner
lenthworth v. Monteagle	Wootton v. Cowley
lston v. Gordon	
early Wood v. Wood	

Frewen v. Frewen
Baring v. Baldock
Heycock v. Heycock
Bird v. Freeman
Kirkley v. Crosby
Hinde v. The Ystalyfera Iron Company
Gurney v. Daughlish
Burkhill v. Matthews
Mayor, &c., of Oxford v. Muir
Loe v. Loe
Collins v. Hector
Hutchings v. Wood

N.B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

Any causes intended to be heard as short causes before the Master of the Rolls, or either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers be left in court with the judge's officer the day before the cause comes into the paper.

Further considerations will be taken before the Master of the Rolls and before each of the Vice-Chancellors as part of the general paper, in priority to original causes, but are not to take precedence of any cause or matter that has already appeared in the paper.

PROMOTIONS AND APPOINTMENTS.

MR. WALTER REGINALD COLLINS, of Swansea, in the county of Glamorgan, has been duly appointed a Commissioner to administer Oaths in Common Law.

MR. VINCENT WALDO CALMADY HAMLYN, of Merton College, has been elected to a scholarship in Balliol College on the foundation of Miss Hannah Brackenbury, "for the encouragement of the study of law and history," of the annual value of £80, and tenable for four years.—An additional scholarship in law and history has been awarded to Mr. Tout.

The Town Clerk of Portsmouth, Mr. John Howard, who is also registrar of the County Court, and clerk of the peace for the borough, succeeds to the office of clerk to the Urban Sanitary Authority, at a salary of £550 a year. In consequence of the multiplicity of his duties we believe Mr. Howard intends appointing as his deputy, Mr. Alexander Hellard, of the firm of Messrs. Hellard and Son, solicitors, Portsmouth.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 24.

MARRIOTT, THOMAS LECHMERE, JORDAN, JOHN; and COOPER, RICHARD WILLIAM, solicitors and Parliamentary agents, Westminster-chambers, Victoria-st. Nov. 20

Bankrupts.

Gazette, Nov. 27.

To surrender at the Bankruptcy Court, Basinghall-street.
ROSS, THOMAS, jun., Hampstead-rd. Pet. Nov. 23. Sur. Dec. 8.
Reg. Murray
SEAMAN, STEPHEN, builder, Fleetwood-st, Stoke Newington Pet. Nov. 23. Sur. Dec. 8. Reg. Murray
WINCH, HENRY, pawnbroker, Borough-rd, Southwark. Pet. Nov. 23. Sur. Dec. 10. Reg. Roche

To surrender in the Country.

BEER, ALFRED, commission agent, Manchester. Pet. Nov. 25. Sur. Dec. 8. Reg. Kay
FERRIE, GEORGE WILLIAM; and FERRIE, HENRY, farmers, Sutton. Pet. Nov. 17. Sur. Dec. 8. Reg. Rowland
JOY, FREDERICK, pianoforte tuner, York. Pet. Nov. 23. Sur. Dec. 9. Reg. Perkins
LONG, JOSEPH, agent, Manchester. Pet. Nov. 20. Sur. Dec. 8. Reg. Kay
MARSHALL, FRANK A., corn merchant, Berwick-on-Tweed. Pet. Nov. 23. Sur. Dec. 8. Reg. Mortimer
MEDCALF, ALFRED, butcher's assistant, Romford. Pet. Nov. 24. Sur. Dec. 11. Reg. Gerv
MILES, JOHN WILLIAM, draper, Chipping Ongar. Pet. Nov. 24. Sur. Dec. 11. Reg. Gepp
MORGAN, HENRY, pork butcher, Wells. Pet. Nov. 24. Sur. Dec. 10. Reg. Foster
TAILOR, WILLIAM, military tailor, Sheerness. Pet. Nov. 25. Sur. Dec. 11. Reg. Ackworth

Gazette, Dec. 1.

To surrender at the Bankruptcy Court, Basinghall-street.
MOTTLEY, G. A., merchant, Bow Churchyard. Pet. Nov. 27. Reg. Spring-Rice. Sur. Dec. 17
YOUNG, ALEXANDER JOSEPH, stock broker, Austin Friars. Pet. Nov. 27. Reg. Roche. Sur. Dec. 17

To surrender in the Country.

COULSON, JOHN, and COULSON, ROBERT, millers, Bridlington Quay. Pet. Nov. 27. Reg. Woodall. Sur. Dec. 16
INGHAM, WILLIAM, warehouseman, Manchester. Pet. Nov. 27. Reg. Hudson. Sur. Dec. 16
LE MILLS, EDWARD, ale and porter merchant, Oxford. Pet. Nov. 19. Reg. Bligh. Sur. Dec. 9
STOVOLD, HENRY, butcher, Portsea. Pet. Nov. 26. Reg. Howard. Sur. Dec. 18
STUTCLIFFE, JOHN, cotton warp manufacturer, Bradford, Yorks. Pet. Nov. 27. Reg. Robinson. Sur. Dec. 15
WHITEHEAD, WILLIAM HENRY, tailor, Liverpool. Pet. Nov. 27. Reg. Watson. Sur. Dec. 14

BANKRUPTCIES ANNULLED.

Gazette, Nov. 24.

WILLIAMS, EDWARD, grocer, Blandford Forum; May 11, 1871

Gazette, Nov. 27.

HENNINGS, HENRY, ironmonger, Berwick-st, Soho; Feb. 3, 1874

Orders of Discharge.

Gazette, Nov. 24.

DOBBS, EDWARD, wheelwright, Mattishall.

Gazette, Nov. 27.

ALLDRIDGE, DAVID HORACE, architect, Westmoreland-place, Baywater, and Dane's-lan, Strand.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 27.

ABBOTT, WILLIAM, stockbroker, Tokenhouse-yard, Lothbury. Pet. Nov. 21. Dec. 10, at twelve, at the Auction-mart Sale-rooms, 19, Tokenhouse-yard. Sol. Holmes, Clement's-lan, Lombard-st.
ALDIS, ANNE, dressmaker, Cambridge-rd. Pet. Nov. 21. Dec. 7, at three, at office of Sol. Swaine, Chapsdale
ALLEN, DAVID AMOS, cowkeeper, Keymer, near Hayward's-heath. Pet. Nov. 25. Dec. 14, at two, at office of Sol. Chalk, Moorgate.
BARNE, THOMAS, nurseryman, Thirsk. Pet. Nov. 25. Dec. 15, at eleven, at office of Sol. Swarbrick and Rhodes, Thirsk
BEECHER, STEPHEN, jun., farmer, Brenclyth. Pet. Nov. 25. Dec. 12, at ten, at the Maldstone-rd inn, Paddock, Brenclyth. Sol. Palmer, Tunbridge
BLAND, JOHN, manufacturer, Windhill near Shipley. Pet. Nov. 24. Dec. 9, at eleven, at office of Sol. Terry and Robinson, Bradford
BOLTON, JOHN, corn merchant, Gloucester-rd, South Kensington, and of Stratford-rd, Kensington. Pet. Nov. 23. Dec. 15, at twelve, at office of Sol. Surr, Gribble, and Bunton, Abchurch-lan
BOND, WILLIAM, boot maker, New Swindon. Pet. Nov. 25. Dec. 10, at ten, at office of Sol. Kinnier and Tombs, Swindon
BOSTON, THOMAS, grocer, Woolwich and Plumstead. Pet. Nov. 24. Dec. 10, at three, at the Guildhall tavern, Gresham-st. Sol. Stophor, Gresham-st.
BRISTOW, GEORGE, labourer, Gilberdree. Pet. Nov. 20. Dec. 8.
BROCKWAY, JOHN SHADWELL, nurseryman, Truncheon. Pet. Nov. 23. Dec. 8, at twelve, at office of Sol. Chittock, Norfolk
BROWN, HENRY, builder, Luton. Pet. Nov. 25. Dec. 10, at one, at office of Sol. Scarrill, Sarjeant's-inn, Chancery-lan
BUTCHER, WALTER, baker, 13, Great Portland-st. Pet. Nov. 25. Dec. 17, at eleven, at office of Sol. Norman, Old Bond-st
BUTTERFIELD, SAMUEL, contractor, Halifax. Pet. Nov. 19. Dec. 7, at three, at office of Sol. Rhodes, Halifax
CAVERT, WILLIAM, and ROBERT, JOHN STAWART, tailors, Liverpool. Pet. Nov. 23. Dec. 11, at twelve, at office of Baggs, Clarke, and Joselyne, 25, King-st, Chapsdale London. Sol. Eity, Liverpool
CHAST, JAMES, hatter, Eastbourne. Pet. Nov. 23. Dec. 10, at one, at the Inns of Court hotel, High Holborn. Sol. Wheatcroft, Eastbourne
CHILD, HENRY BEDWELL, sen., builder, Chilbolton. Pet. Nov. 24. Dec. 11, at two, at the Star hotel, Andover. Sol. Pain, Andover
CLARK, JOHN, hatter, 13, King-st, Chapsdale London
CLAUSEN, PETER HENRY, coal exporter, Newcastle. Pet. Nov. 25. Dec. 14, at eleven, at office of Sol. Ingledew and Daggett, Newcastle
COLE, THOMAS GEORGE, provision merchant, Bristol. Pet. Nov. 25. Dec. 10, at one, at office of Sol. Hind, Bristol
COLEMAN, THOMAS, and CO., accountants, Albion-chambers, Bristol. Sol. Brittan, Fries, and Inskip, Bristol
COLLES, RICHARD PENNING, engineer, Northumberland-st, Gresham-st. Pet. Nov. 24. Dec. 9, at two, at offices of J. F. Lovering, 55, Gresham-st. Sol. Lee, Gresham-st, Basinghall-st
CROWTHER, GEORGE, painter, Sheffield. Pet. Nov. 21. Dec. 8, at twelve, at office of Sol. Mellor, Sheffield
CULENDER, JACOB, tobacconist, Liverpool. Pet. Nov. 23. Dec. 11, at three, at office of Sol. Evans, 10, Locks, Liverpool
DANSON, JOSEPH, bootmaker, Seaham-harbour. Pet. Nov. 21. Dec. 10, at twelve, at office of Sol. Wright, Sunderland
DENNIS, WILLIAM, bill poster, Eastbourne. Pet. Nov. 23. Dec. 7, at eleven, at the Bear hotel, Cliffe, Lewes. Sol. Hillman
DIXON, JAMES WILLIAM, clerk, 85, Portico, 1, Bayswater-rd. Pet. Nov. 23. Dec. 9, at one, at office of Sol. Harris, Manchester
FAUNT, JOHN, carman, Nile-st, New-town, Deptford. Pet. Nov. 23. Dec. 10, at one, at the Lecture hall, Royal-hill, Greenwich
SOL. HOWARD, Prior, Greenwich
FORD, HENRY, and FORD, JOSEPH, warehousemen, Regent-st. Pet. Nov. 24. Dec. 10, at twelve, at the London Warehousemen's Association, 111, Chapsdale. Sol. Carr, Bannister, Davidson, and Morris, Basinghall-st
FOY, WILLIAM HENRY, clerk, Birmingham Northwood. Pet. Nov. 25. Dec. 10, at twelve, at office of Sol. Wright, Norwich
GOODWIN, WILLIAM, and LAWTON, ALFRED JOHN, boot manu. facturers, Sturges-st, York. Pet. Nov. 21. Dec. 8, at two, at office of Sol. Hand, Blandford, and Everett, Sturges-st
GOMKAR, FREDERICK, ship chandler, North Lynn, and King's Lynn. Pet. Nov. 21. Dec. 10, at one, at office of Sol. Wilkin, King's Lynn
GOLDENBROOK, ROBERT, sail maker, Hull, and refreshment-booth keeper, Hornsea. Pet. Nov. 20. Dec. 7, at twelve, at office of Sol. Eaton, Hull
GREAVES, JOHN, boot manufacturer, Hackney-rd, and Norwich. Pet. Nov. 19. Dec. 18, at twelve, at the Masons' Hall tavern, Masons'-avenue, Basinghall-st
GREGER, HENRY, shipwright, Liverpool. Pet. Nov. 24. Dec. 10, at three, at office of Gibson and Bolland, accountants, 10, South John-st, Liverpool. Sol. W. Ham, Liverpool
GREGG, ROBERT, grocer, Vintria, Pet. Nov. 25. Dec. 15, at two, at the Old England h-l, Bowness. Sol. Fisher and Gately, Windermere
GREENHUGH, PETER, bobbin carrier, Halliwell. Pet. Nov. 25. Dec. 11, at three, at office of Sol. Dawson and Scowcroft, Bolton
GRIFFITHS, WILLIAM, grocer, Birkenhead. Pet. Nov. 23. Dec. 9, at three, at office of Sol. Green, Birkenhead
GRINNELL, EMMA, lace transferer, Manchester. Pet. Nov. 25. Dec. 14, at three, at office of Sol. Horner, Manchester
GROVER, WALTER MORON, ironmonger, Liverpool. Pet. Nov. 24. Dec. 14, at eleven, at office of Sol. Quilch, Liverpool
HALL, ROBERT, ironmonger, Bath-st, City-rd, and Southgate-pl, Foster, Chancery-lan
HAMILTON, JAMES, saddler, Manchester. Pet. Nov. 23. Dec. 10, at twelve, at office of Sol. Cubbert, Wheeler, and Cubbert, Manchester
HARDIKER, WILLIAM HENRY, and KYLE, JAMES, joiners, Barrow-in-Furness. Pet. Nov. 25. Dec. 11, at eleven, at the Ship hotel, Barrow-in-Furness. Sol. H. Reley, Liverpool
HARRIS, JOHN, builder, Ormore-valley, near Bridgford. Pet. Nov. 24. Dec. 12, at one, at office of Sol. Simons and Plewa, Merthyr Tydfil
HENRICH, PHILIP, baker, Henry-st, Portland-town. Pet. Nov. 23. Dec. 10, at one, at office of Sol. Black, Freeman, and Gell, Brighton
HILL, JOHN, architect, Brighton. Pet. Nov. 23. Dec. 18, at three, at 24, Old Jewry. Sol. Black, Freeman, and Gell, Brighton
HILL, ROBERT, hoop maker, Tunbridge. Pet. Nov. 20. Dec. 9, at ten, at the Angel hotel, Tunbridge. Sol. Palmer, Tunbridge
HILLIER, WILFRED, baker, Bristol. Pet. Nov. 24. Dec. 10, at twelve, at office of Sol. Ward, Bristol
IRONMONGER, JOHN, cheesemonger, Roman-rd, Old Ford, Bow. Pet. Nov. 18. Dec. 7, at eleven, at office of Sol. Johnson, 2, Arundel-st, Bow
JEFFERSON, RUTHER, farmer, Cambleforth. Pet. Nov. 23. Dec. 10, at one, at Harker's York hotel, York. Sol. Banks, Selby
LEVERETT, ELIZABETH, widow, Ipswich. Pet. Nov. 24. Dec. 18, at three, at Pease's rooms, Ipswich. Sol. Rouse
LIGHTFOOT, JAMES, grocer, Northampton. Pet. Nov. 24. Dec. 11, at three, at office of Sol. Adleshaw and Warburton, Manchester
LINDSAY EDWARD, iron ship builder, Newcastle. Pet. Nov. 24. Dec. 9, at two, at office of Sol. Meares, Joel, Newcastle
LOVER, JOHN, victualler, Oxford. Pet. Nov. 23. Dec. 14, at two, at office of Sol. Weston and Barnes, Brackley
MASON, JOHN CUTTRISS, butcher, Norwich. Pet. Nov. 24. Dec. 11, at three, at office of Sol. Sadd and Linay, Norwich
MEADE, ARTHUR TOM, corn merchant, Weymouth. Pet. Nov. 24. Dec. 10, at two, at office of Sol. Hanne, Weymouth
MILES, WILLIAM, grocer, Aberdare. Pet. Nov. 24. Dec. 10, at one, at office of Sol. Hedder, Aberdare
MOORE, CHARLES, and DELATOUR, ROMANIE, parliamentary agents, Gresham-buildings, Basinghall-st. Pet. Nov. 23. Dec. 24, at eleven at office of Sol. Plunkett, 37, Outer-lane
MUSGRAVE, JOSEPH, baker, Leeds. Pet. Nov. 24. Dec. 10, at three, at office of Sol. Ferne, Leeds
PARKER, JOHN, general dealer Derby. Pet. Nov. 4. Dec. 11, at twelve, at the Derwent hotel, London-st, Derby. Sol. Balk, Nottingham
PARSONS, AUGUSTUS JAMES, clerk in holy orders, Lewes. Pet. Nov. 21. Dec. 16, at twelve, at office of Sol. Andrew and Wood, Great James-st, Bedford-row
PLANTE, GEORGE HODSON, carver, Birmingham. Pet. Nov. 19. Dec. 5, at a quarter past ten, at office of Sol. East, Birmingham
POWELL, JAMES, accountant, Bristol. Pet. Nov. 23. Dec. 20. Dec. 7, at two, at office of Sol. Beckingham, Bristol

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recover a sum lent by her to the defendant. She sued for it in her own name. Counsel for defendant argued that the Married Women's Property Act does not give to a married woman the right to make a contract, although it gives her the right to bring an action in respect of her separate property. A verdict was found for the plaintiff for the amount claimed; but the question of law will probably come before a Superior Court. When a right is conferred upon an individual, no declaration is required in order to invest him with all other subordinate rights necessary to the enjoyment of the right conferred, at least as between the parties themselves. By analogy we might say that when the law gives a right to sue, there is a presumption in favour of a right to contract without an express enactment to that effect. Probably we shall not have long to wait for a decision upon the point.

THE restrictive power of the Court of Chancery might very easily be abused. The Master of the Rolls was engaged on the 4th inst. with the case of *Musgrave v. Horner*, which was an attempt to obtain by injunction a remedy which is provided by action. The plaintiff, the Vicar of Halifax, had a lease of certain land, subject to a covenant that the lessee should break up and cultivate the ground within five years from the date of the lease, and afterwards keep and cultivate it according to the most improved method of husbandry pursued in the neighbourhood. The proper method of cultivation was that of pasture land. Some years ago the defendant converted a part of the land which was unimproved moorland and covered with coarse herbage, into a course for foot races and other sports. The vicar now filed a bill to restrain the occupier of the ground from holding the races, and alleged that he had been guilty of a breach of covenant in not keeping the ground laid down in grass. The bill was dismissed, but the Master of the Rolls was of opinion that even if the facts had been in favour of the petitioner there was no ground for applying for an injunction. If there had been a breach of covenant, how, inquired his Lordship, could the court interfere by way of mandatory injunction? "The Court could not enjoin a tenant to cultivate his land in accordance with the covenants of a lease. How could the Court possibly take on itself the superintendence of farming throughout the country?" These questions go to the heart of the matter; and, as his Lordship pointed out, if such prayers as the present were granted, landlords, instead of bringing ejectment, would file bills for mandatory injunctions; a new weapon would be put into their hands for the purpose of keeping their tenants to the terms of a covenant, and a new branch of jurisdiction would be added to Courts of Equity.

THE Bishop of OXFORD, in inhibiting Bishop COLENSO from preaching at Oxford, appears to have exercised a right which Mr. FLETCHER was not the first clergyman to dispute. The difficult question whether the incumbent of a parish may allow a clergyman not licensed in the diocese to preach in his church, after an inhibition by the bishop of the diocese in which the church is, may be found fully discussed in *Bishop of Down v. Miller* (11 Ir. Ch. Rep. App. 1; 5 L. T. Rep. N. S. 30). It was there said by Dr. RADCLIFF, sitting as Vicar-General, that there was no previous case reported "in which the precise question appeared to have been decided," and that Dr. PHILLIMORE had given an opinion that the bishop had no power to "inhibit" if the consent of the incumbent had been obtained. Dr. RADCLIFF, however, after an elaborate review of the whole case and statute law of the subject (which is mostly English, and would seem to apply to England and Ireland equally) was, "on the whole of opinion," that "a bishop of one diocese has the power to inhibit, and at his pleasure, and without cause assigned, a beneficed and licensed clergyman of another diocese from officiating or preaching in his diocese without his license." See especially Canons 50-52, and the Act of Uniformity (14 Car. 2, c. 4, s. 15), by which "no person shall be . . . allowed to preach or read any sermon or lecture in any church . . . unless he be first approved and thereunto licensed by the archbishop of the province or bishop of the diocese under his seale . . ."

THE Armenian law of marriage seems at first sight to have very little to do with English courts of equity. The circumstances, however, of a case (*Re Alison's Trusts*) which came before Vice-Chancellor Malins on the 4th inst., necessitated an examination of one of its principles, which contrasts strongly with our law of marriage. A young Armenian woman named Vardine Rafael, petitioned for the payment to her of the sum of about £7000, bequeathed to her by the will of Mr. Alison, the late British Minister at Teheran, in Persia, under whose protection the petitioner lived until his death in 1872. After his death she was engaged to marry Mr. Ongley, the British Vice-Consul at Teheran; but as she was then *enceinte*, the Armenian priests to whom application was made, refused to perform the ceremony of marriage. Ultimately they were married by a Roman Catholic priest, the petitioner having previously received absolution from the priest. Towards the end of the year 1872, she came to England

The Law and the Lawyers.

THE Married Women's Property Act, and, as a consequence, the legal rights of married women, are gradually becoming more clearly interpreted by an increasing number of decisions. One of the latest cases (*Greaves v. Greaves*) occupied Mr. Justice MELLOR and a common jury at Manchester, on the 4th inst. The question before the Court touched upon the right of married women to contract. The plaintiff, a married woman, brought an action to

and claimed the legacy (which had been paid into court) as a *feme sole*, on the ground that the marriage was invalid. Affidavits were read from the Persian minister and others in support of the objections to the validity of the marriage. His Honour's decision may be summed up in a few words: "It was, according to the Armenian law, an invalid marriage, and to render a marriage by a Roman Catholic priest valid both parties must have been Roman Catholics." The evidence wholly tended to show that she was not a Roman Catholic. Whatever may be the national advantages or disadvantages of this peculiarity of the Armenian law of marriage, it has certainly helped the petitioner to the sole enjoyment of a considerable sum of money.

THE case of *Rippon v. Joyce* (31 L. T. Rep. N. S. 475), which we report this week, curiously illustrates the uncertainties of practice in chambers. The action was for seduction, and the defendant had unsuccessfully attempted to induce a master to make an order remitting it to a County Court, under the 10th section of the County Courts Amendment Act 1867, upon an affidavit that the plaintiff had "no visible means of paying the costs of the defendant" in the event of a verdict not being found for the plaintiff. Baron AMPHLETT having reversed the decision of the master, four Judges of the Court of Common Pleas agreed in refusing a rule to review the decision of Baron AMPHLETT, with the intimation, however, that two of their number would have made the order themselves if sitting in chambers, and the other two would not. The affidavit of the plaintiff stated that a difficult question of law was likely to arise, and considering that this is what might be called the typical reason that a cause should be tried in a Superior Court, and that the plaintiff had the decision of the master in his favour and half the court with him on the merits, we should have been surprised by the refusal of the rule, if we had not long been convinced how difficult it is (and rightly difficult) to induce the court to review the discretion of a Judge at chambers. It may perhaps be doubted whether the court had the power to review the discretion of the Judge in this instance. In the well-known 5th section of the same Act the words are that the plaintiff is not entitled to costs, "unless the court or a Judge" allow costs, whereas, in the 10th section the words are, "A Judge of the court in which the action is brought shall have power," &c. If it had been intended that the court should review the discretion of the Judge, it would have been easy enough to use similar language to that of the 5th section. The rule is that where a statute expressly or impliedly directs that the application shall be made only to the court, a Judge has no power to interfere, and *vice versa*: See Chit. Arch. Pr., vol. 2, p. 1598, citing *Morse v. Apperley* (6 M. & W. 145); *Wearing v. Smith* (16 L. J. 1 Q. B.), in which latter case certain jurisdiction in bankruptcy being given by 5 & 6 Vict. c. 122, s. 42, to "any Judge of the court wherein judgment had been obtained," Lord DENMAN, C.J. and COLERIDGE and ERLE, J.J. refused to exercise it after a Judge in chambers had declined to do so. "We think that no power is given to the court by this statute," said Lord DENMAN, C.J. in delivering a considered judgment, "but only to a Judge of the court."

THE case of *Glyns v. Misa*, which came before the Court of Exchequer Chamber on the 3rd inst., is of vital importance to bankers and their customers. It arose out of the failure of F. LIZARDI, whose liabilities were very heavy. LIZARDI was a merchant who carried on a general trade with the continent, and as a consequence had many foreign bill transactions. The defendant is a wine merchant in London and Spain. The present action was brought by Messrs. GLYNS, the bankers, on a cheque, and a defence was set up which in effect was that it was given for a debt of LIZARDI. It appears that LIZARDI's credit stood high at the plaintiffs' bank until Dec. 1873, although in the beginning of that year he began to get into difficulties. In February of that year his liabilities to the bank amounted to about £84,000. To meet them he deposited certain securities, some of which were worthless. In the same month the defendant instructed his manager to purchase bills to the amount of £2000 from LIZARDI. This was done. On the 12th Feb. LIZARDI was pressed for payment by the bank. Thereupon he gave to one of the members of GLYNS' firm an order on MISA for payment to GLYNS of the sum of £1999 3s., which was the £2000, less the ordinary charges. On the 14th inst. the plaintiffs sent the order to defendant's manager, who said it would be paid, and forwarded to Messrs. GLYNS a cheque on BARNETTS, HOARE, and Co. for £1999 3s. This was the cheque upon which the action was now brought. The cheque was entered to LIZARDI's credit, and the order given up. The cheque was presented for payment at four o'clock on the same day. Shortly afterwards defendant's manager having discovered that LIZARDI had stopped payment, it was refused payment, and before five o'clock the same day it was returned and entered to LIZARDI's debts. LIZARDI absconded and was adjudicated bankrupt with liabilities exceeding a million. To GLYNS' action MISA pleaded failure of consideration. But at the trial a verdict afterwards upheld by the full Court of Exchequer was given for the plaintiffs. As their Lordships have taken time to consider their judgment we shall confine ourselves for the present to the statement of the facts

above, and an attempt to point out the real difficulties of the case. One of the counsel for the defendant writing to the newspapers has stated what, in his opinion, is the legal proposition contended for. "If a drawer of a cheque pay it into a bankers to the account of a third person, and the consideration for which the cheque has been given wholly fails as between the person to the credit of whose account the check has been paid and the drawer of the cheque, then the latter has a right to stop the payment of the cheque as against the bankers who have received it, unless in the meantime they have given some value for it in some shape or other, as by paying money or giving credit, or giving some other advantage to their customer, or by altering their own position in some way on the faith of having received the cheque." The principle here contended for is certainly intelligible. How far it will be recognised remains to be seen. The case is one of so much importance to the mercantile world that the judgment of the court will be looked forward to with great interest, and more especially so when a learned counsel argues that if the defence is upheld the decision will shake the security of all the banking transactions which are hourly made in every commercial city of the kingdom.

To expect an absolutely perfect administration of justice is, perhaps, an Utopian dream; but we can at least hope that the administration of justice in this country may in the future be free from the glaring imperfection that marks a case which came before the MASTER of the ROLLS on Monday last. It is an elementary principle of law that where there is a right there is a remedy—*Ubi jus ibi remedium*—a maxim to which Lord HOLR's judgment, in *Ashby v. White*, furnishes a sufficient corollary. An important illustration of the anomalies arising out of separate jurisdictions over the same subject matter is furnished by the case of *The London and South-Western Railway Company v. James*. The facts to which we need refer are these:—In 1870 one of the company's steamships came into collision with another vessel, causing the loss of many passengers, as well as of much luggage. The former ship alone was held liable; but the Court of Admiralty stayed all actions against the company on a cause of limitation of liability having been instituted, and a sum of £6376 having been paid into court. One passenger, however, commenced proceedings in prohibition. In June 1872 the Court of Exchequer Chamber gave judgment for him on the ground that the jurisdiction of the Court of Admiralty could, by 24 Vict. c. 10, s. 13, only be exercised when the ship or the proceeds were under arrest, and that in this case neither the ship nor her proceeds, nor anything equivalent to the proceeds, were under arrest. This result left to claimants full liberty to proceed to enforce their claims in the ordinary way. Unfortunately, however, rather more than two years had elapsed since the right of action originating in the collision accrued, and with what result? This the sequel will show. A Mrs. JACKSON, whose husband had been lost in the collision, brought an action against the company under Lord Campbell's Act; judgment against the company was allowed to go by default, but a bill was filed praying that the statutory liability of the company might be discovered, and the amount distributed amongst such as should establish their claims. Mrs. JACKSON came in under the decree, and *inter alia*, claimed damages in respect of her husband's death. Her claim was met by the objection that her action had not been brought within twelve months after the collision, as required by Lord Campbell's Act. The learned Judge felt bound to allow the objection, though he did so with the utmost regret, and a manifest desire to set aside in the particular case the limitation prescribed by the Act. "There could not," he said, "be a harder case, for while the order of the Admiralty was in force, she was precluded from bringing her action, and by the time that order was out of the way, it was too late for her to bring her action. If the court had the jurisdiction to deal with Acts of Parliament, which it exercised two centuries ago, he should be tempted to disregard in this instance the provision of Lord Campbell's Act, as to the bringing of actions within a year."

It appears that the "refreshment house keepers" of the Metropolis are about to make strenuous efforts to obtain the repeal of the 11th section of the Licensing Act 1874, by which refreshment houses not licensed for the sale of liquor are compelled to close at the same hour of the night as if a liquor licence were attached to them. The history of "refreshment houses" is somewhat curious. They were first called into existence by Mr. GLADSTONE in 1860, by 23 Vict. c. 27, the 6th section of which enacted that "all houses . . . kept open for public refreshment, resort, and entertainment" between 9 p.m. and 5 a.m. (not being licensed for the sale of intoxicating liquors) should be deemed "refreshment houses" and the owner of them required to take out an excise licence. It was held shortly after the Act that a dancing house, where people sent out for beer to a neighbouring public house, was not a refreshment house within the meaning of the 6th section. (See *Taylor v. Oram*, 31 L. J. 252, M. C.; 7 L. T. Rep. N. S. 68). In 1861, by 24 & 25 Vict. c. 91, s. 8, 10 p.m. was substituted for 9 p.m. as the hour necessitating the excise licence. Until 1864 refreshment houses were allowed to remain open all night, whence

hey derive their not very euphonious name of "night houses." In that year the Public House Closing Act 864 (27 & 28 Vict. c. 64) shut them up at 1 a.m. in the metropolis and in such towns as chose to adopt that Act. A curious section in the Licensing Act 1872 (the 27th) forbade the "consumption" of intoxicating liquors in refreshment houses during the closing hours of houses licensed for the sale of liquor: See *Taylor v. Oram*, *ubi sup.*). Finally, the 11th section of the Licensing Act 1874 not only made the closing restrictions prescribed by the Act of 1864 universal and compulsory, instead of partially permissive, but greatly increased their severity by the enactment that "the said Act, so far as it is unrepealed" (it had been repealed by the Act of 1872 except so far as regarded refreshment houses) "shall be construed as if there were substituted herein for the hour of one o'clock in the morning the hour of the night or morning at which premises licensed for the sale of intoxicating liquors by retail situate in the same place as such refreshment house are required to be closed," thus docking half an hour's custom from the metropolitan refreshment houses, and two hours' custom, and in some cases three, from those situate elsewhere. And we believe that more than one honest vendor of ginger beer has already fallen a victim in the police courts to this scathing section. The case may be hard, and the refreshment house business, if kept strictly within the terms of the excise licence granted under 23 Vict. c. 29, s. 6, is scarcely within the mischief of the Licensing Acts, strictly so called. But we greatly doubt whether the refreshment house keeper is powerful enough to obtain redress. Otherwise he might be expected to press for the assimilation of the police power of entry into his house with the power of entry into liquor-licensed houses. By 23 Vict. c. 27, s. 18, the constable may enter the refreshment house as often as he thinks proper, whereas by sect. 16 of the Licensing Act 1874, the constable may enter liquor-licensed houses only "for the purpose of preventing or detecting the violation of any of the provisions" of the Licensing Acts 1872-1874, "which it is his duty to enforce,"—whatever that may mean.

FELONY BY CARRIERS' SERVANTS.

THE Lord Chief Justice of England has directed public attention to the present unsatisfactory state of the law of carriers. His Lordship's remarks were called forth by the case of *Drayson v. Horne*, which was provisionally decided on Saturday last in the Court of Queen's Bench. From the plaintiff's evidence it appeared that on the 16th Dec. 1872, he delivered a packet of diamonds and other jewellery at Chaplin and Horne's office at the Spread Eagle for conveyance to one Mayer, at Liverpool. The packet was enclosed in a cigar box, covered with brown paper and sealed. The cigar box did arrive at its destination, but with the seals broken, and most of the jewels missing. It had been broken open by a carman, who was convicted of the felony. Now comes the part of the case to which his Lordship's remarks applied. The value of the parcel was not declared, as required by the Carriers' Act. The plaintiff himself admitted that he was aware of the fact that Chaplin and Horne have notices in their offices that they will not be liable for parcels of which the value is not declared. These notices do not, like the Carriers' Act, contain an exception in the case of losses by the felony of a carrier's servants. The defendants relied on such notices, and it was contended on their behalf that they created a special contract, which took away all liability where the value of the bailment was not declared. "The present state of the law," said his Lordship, "requires amendment. There ought to be no exception of any sort or kind. The sender should be bound to give the carrier notice of the contents of the parcel. It is outrageous that people should be held liable, as they now are under this Act of Parliament, in the case of the neglect of their servants, for the value of goods of great value, when they have not the most distant idea that such things are consigned. The law should be altered. Where goods are of immense value, and are sent in this unguarded way, it causes temptation, and ends in the destruction of the servants. It is a very bad system, and one that ought to be put a stop to." A verdict was given for the plaintiff, leave being reserved to enter it for the defendants. As to the question of law involved, his Lordship thought that this case was governed by the decision of the House of Lords in *Peck v. The North Staffordshire Railway Company* (8 L. T. Rep. N. S. 168), where it was held that a special contract requires the signature of the consignor or his agent.

The state of the law upon the questions at issue in the case of *Drayson v. Horne* have more than once been recently discussed in our courts. With the cases themselves and their particular circumstances we are not at present concerned; our intention is merely to call attention again to what is really a great hardship. It certainly cannot be too much for the Legislature to expect that attending bailors should give notice of the value of the goods bailed if they would make the carrier liable for any loss or damage. The exception inserted in the Carriers' Act, waiving the necessity of notice where a felony has been committed by the carrier's servant, is from every point of view illogical. A passenger may be guilty of extreme negligence; he may send articles of the greatest value packed in such a manner as not only

to excite the carriers' servants to commit felony, but also to make the commission of the act a very easy matter; yet because it is a felony of the servant the carrier is liable although no value has been declared. This is manifestly unjust. It may render a carrier at any moment liable to ruinous claims; and this without the shadow of default on his own part. Is this in the spirit of enlightened legislation? The law does not say simply "You shall be liable for acts over which you have no control;" it goes to a far greater length than this: it says "not only are you liable for acts over which you have no control, but you shall not be protected even so far as to be enabled to use your endeavours to do your duty." In the ordinary transactions of life we should not think of entrusting a servant with a parcel which was far more valuable or far more fragile than external appearances indicated, unless we gave such injunctions as we thought the nature of the contents required; *a fortiori* we could scarcely hold him liable for the full value of an article which was so packed as to deceive any reasonable man by its apparent identity with things of an infinitely lesser value. This consideration has been generally recognised by the Legislature in the Carriers' Act. On what grounds is there an exception in the case of felony committed by a carrier's servant? It might be suggested that if the law did not stand in its present form, there would be scope for collusion between carrier and servant. To this there is a very simple answer, irrespective of any appeal to the Criminal Law. Let the bailor declare to the carrier the value of the thing bailed, thereby giving him an opportunity of employing such diligence as the nature of the case demands; let the carrier in short know the extent of the liability he incurs on entering into his contract; in other words, let the exception no longer exist.

We hope the learned counsel to whom his Lordship's remarks were directed will act upon the suggestion made from the bench, and that, as a result, we shall see such an anomaly as that we have discussed give place to greater uniformity and greater equity in at least this branch of law.

THE SUPREME COURT OF JUDICATURE ACT.

RULES OF COURT.

(Continued from page 59.)

ORDER XXV.—DEMURRER.

THE right to demur is necessarily retained by the rules, but in assimilating the practice of the different courts some changes in the practice are effected which require attention. Demurrers will be allowed to any pleading provided that that pleading does not show a good ground of action, defence, set-off, counter claim, or reply. In the present common law pleadings a demurrer is always to each particular count in a declaration, plea, or replication, &c.; whilst in Chancery a demurrer may be pleaded to the whole bill or to part of the bill only. At common law each count or plea must show a separate and distinct ground of action or defence. In Chancery a bill is made up of a statement of facts which if proved ought to show a right to the relief claimed; if the statement of facts does not show the right to the relief claimed the bill is demurrable; but the facts may be sufficient to show a right to part of the relief claimed, whilst they may be insufficient as to another part. Hence the demurrer to a part of a bill. The practice in Chancery requires that it should appear on the face of the demurrer whether it is to the whole or part only of the bill, and, if to part, to what part of the bill? The statements and defences under the new rules will much resemble bills and answers in Chancery, and the practice as to demurrers will, in the above respect, follow that of the Court of Chancery. It is provided that "a demurrer shall state specifically whether it is to the whole or to a part, and, if so, to what part, of the pleading of the opposite party" (rule 2). Every demurrer must show some ground in law, but the party demurring will not be limited to the ground stated; the form of a demurrer follows the present form of the Court of Chancery rather than that of the courts of common law; it is given in the schedule to the rules. If there is no ground stated, or the ground stated is frivolous, the court or Judge may set aside the demurrer with costs. This regulation as to demurrers will produce a considerable alteration in the practice of the Admiralty Court; in that court the form a demurrer usually takes is a motion to reject the pleading objected to. Thus, if a petition shows no ground of action, the defendant serves upon the plaintiff a notice of motion that the Judge will be moved to reject the petition on the ground stated in the notice and this motion is heard and the petition admitted or rejected as the case may be. According to the new rules this practice will have to be given up. Of course there may be a formal demurrer pleaded in the Admiralty Court at the same time as any other pleading, but the practice of allowing the question of the admissibility of pleading to be raised on motion was expeditious and inexpensive, and it is to be regretted that it is not retained.

A demurrer must be delivered in the same manner and within the same time as any other pleading in the action. This accords with the present practice of the common law courts. In admiralty,

notice of motion to reject a pleading must be filed within four days after the filing of the pleading; the formal demurrer at the same time as other pleadings. In Chancery, a demurrer must be filed within twelve days. So that on this point the Chancery practice will undergo most change.

Where the party demurring desires to plead as well as demur, the demurrer and other pleadings are to be combined in one pleading according to the present practice; but leave must be first obtained from the court or a Judge, who will have power, if satisfied that there is reasonable ground for the demurrer, to make the requisite order or to reserve leave to plead after the demurrer is overruled, and make such other order upon terms as may seem just. This is the common law practice, but in Chancery no such leave is required. The necessity for obtaining leave operates as a strong check upon useless or frivolous demurrers. There would seem to be no necessity for the party whose pleading is demurred to join in demurring; but as soon as demurrer is delivered either party may set it down for argument, and the party so entering the demurrer for argument must on the same day give notice thereof to the other party. Practically, however, the rules compel the party against whose pleading objection is taken to enter the demurrer for argument, because it is provided that if the demurrer is not entered, and notice given within ten days after delivery, and if the party whose pleading is demurred to, does not within such time serve an order for leave to amend, the demurrer shall be held sufficient for the same purpose, and with the same result as to costs as if it had been allowed on argument. We should think that this last rule might be advantageously varied by allowing a party on leave obtained from the court to enter the demurrer after the ten days have expired, as it might very well happen that the non-entry might be the result of accident.

No amendment of a pleading will be allowed unless by order of the court or a Judge, whilst a demurrer is pending, and no such order can be made except on the payment of the costs of the demurrer. If a demurrer is allowed upon argument the party whose pleading is demurred to must, unless the court otherwise order, pay the costs of the demurrer, and, if the demurrer be to the whole of a statement of claim, the costs of the action. Where a demurrer is overruled the demurring party must pay to the opposite party the costs occasioned by the demurrer unless the court otherwise direct. These directions as to costs give a discretion to the court which has not hitherto been possessed by the common law courts.

Where a demurrer is allowed, except of course in the case of a demurrer to the whole of a statement of claim, the matter demurred to will be, as between the parties to the demurrer, deemed to be struck out, and the rights of the parties will be the same as if it had not been pleaded; subject, of course, to the power of the court to allow amendments. Where a demurrer is overruled, the court has power to make an order upon such terms as it may think right to enable the demurring party to raise by pleading any case he may be desirous of setting up in opposition to the matter demurred to. A demurrer will be entered for argument by leaving a memorandum with the proper officer of the court.

These rules do not clearly point out what will be the course to take where a party both pleads and demurs. Must the demurrer be entered and signed before the cause is tried, or afterwards? A short rule providing for this case would seem desirable. It might provide that where a party both pleads and demurs, the demurrer should be immediately entered for argument, and that the party entering it should at once apply to the court or a judge to direct whether the issues of fact or of law should be first heard.

THE VENDOR AND PURCHASER ACT 1874.

EXCEPTION has been taken by some of our correspondents to the views expressed in our article of the 28th ult., upon one or two of the clauses in this recent Act. We may, therefore, infer that the greater part of our remarks, upon which no comment has been made, has met with the general approval of our readers. Our correspondent, "A Coventry Solicitor," comments upon what we said as to the provision in the statute whereby an intending lessee is precluded from inquiring into his lessor's title. He does not seem to understand that we are at one with him on this subject. Of course very many cases may be imagined in which the operation of the new rule will be most momentous. We had neither time nor space to exhaust those cases. Our criticism was confined to the probable influence of this section, taken in connection with the preceding one, whereby the period required to make a good title to real property has been shortened from sixty to forty years; and to the mistake of making a hard and fast rule where it would be better to leave voluntary contract to manage for itself. The cases put by our correspondent of a tenant for life without power of leasing, and of a mortgagor who has mortgaged up to or over the full

value of his estate, granting building leases which involve great expense on the lessee, call no doubt for serious consideration. But there are many others also; fraud is infinite, and when a door is opened to it, who can imagine the various shapes which it will assume? We repeat, however, that a much more frequent result will be, that parties in negotiating with each other will keep more at arm's length than they do now. There will be less mutual confidence in the preliminaries, and prudent lessees will not probably take a single step before gaining the lessor's consent to an inspection of his title. It is now a very common practice for lessors to stipulate that their title shall not be called for; and it seems needless to give legislative protection to persons who are so well able to take care of themselves. What the clause really attempts is to limit the sphere of voluntary contract. It is easy to say that in a contract to grant or assign a term of years the lessee or assignee is not to be entitled to examine the freehold title. But it is impossible by any enactment to prevent the lessee from insisting on its being part of the contract that he shall see the documents of title. It is singular to find such encouragement given to secret dealings with property, at a time when there is so strong a tendency of opinion in favour of a system of compulsory public registration open to the inspection of all.

The other question upon which our correspondents differ from us is the question of tacking. It seems to us that *prima facie* there can be no difficulty in deciding upon the justice of the present rule, and that nothing but long custom, which doubtless is often a valid argument against change from a worse system to one which is in the abstract better, could induce men to oppose alterations. It is perfectly obvious that when different sums of money are advanced by different persons successively on a specific security, they ought to be repaid in the order in which they were advanced. This principle is recognised even now by the rule that a first mortgagee can only obtain priority over an intermediate incumbrance for a further advance, where he has no notice. And the possibility of his ever obtaining such priority is entirely owing to the anomalous character of our jurisprudence, in which two entirely distinct systems are concurrently administered. As, therefore, the change is desirable on abstract principles, all that its advocates can be called upon to prove is, that the inconveniences entailed are at least counterbalanced by the advantages which may be expected to result. The case is much stronger, if, as in our opinion, the balance of good is in favour of alteration. We are told that further advances are generally made by the first mortgagee, and that it will be a great hardship if he is postponed to a second chargee who will henceforth be under no compulsion to give him notice. But he will know that he does it at his peril, and will be proportionally cautious. Besides it very frequently happens that it is a third mortgagee who gets in the first mortgage. His means of information as to the second mortgage remains precisely what they were. And by the present law, if at the time of his advance he has had no notice of the second mortgage, he can tack, even though he subsequently receives such notice, and even *pendente lite*. Who can deny that this is a very harsh rule for the mesne incumbrancer who has imagined himself to be secured by having given notice to the first mortgagee? Since he is now delivered from this great peril, we are unable to understand how the recent statute "will prove a death blow to second mortgages." Cases have arisen when four or five successive mortgages have been made. The present statute does not aim at giving absolute security to investments so imprudent; but it does free such persons from the danger of being suddenly outflanked by those whose moral claim is inferior to their own. The only perfect cure would be a system of compulsory registration, which should give validity only to such charges as have been duly placed upon the register. But in all *bona fide* transactions, when satisfactory evidence of existing charges has been obtained, the value of a loan on mortgage will be as we said, "exactly proportioned to the value of the property minus incumbrances already created."

Cases will probably arise as to how some of the clauses of this Act are to be interpreted. One point of construction, in the section under discussion, strikes us as particularly important. The Act says, "No priority or protection shall be given or allowed to any estate, right, or interest in land by reason of such estate, right, or interest being protected by or tacked to any legal or other estate or interest in such land." Suppose the case of a banker advancing money to a customer on an agreement for an equitable mortgage by deposit of deeds; and that in the meantime, before the deeds are transferred to the banker, a valid legal mortgage is executed to a person who has received no notice of the agreement. In such a case would the words of the Act be taken *stricto sensu*, and the legal mortgage be postponed to the banker, or would the general preference of the legal estate prevail? The maxim "When equities are equal the law must prevail" scarcely applies here, as it would probably be held that the banker had the better equity.

LEGISLATION AND JURIS-
PRUDENCE.

SUPREME COURT OF JUDICATURE.

SECOND REPORT of the Commissioners appointed to inquire into the Administrative Departments of the Court of Justice.

(Continued from page 79.)

In connection with this part of the subject we quote the evidence before us of Master Hodgson (Queen's Bench) who said, he had "no doubt that if the offices (of Writs) were amalgamated there might be a very considerable diminution;" and that by throwing the offices of the three courts together "you might get greater efficiency and greater economy; but it would require good management and arrangement. I think it might be done."

We see no objection to the present classification of clerks, except as regards the fourth class. This, we think, might properly be abolished and the places in it filled up, as vacancies occur, by civil service writers. Such writers to be without claim to appointment on the establishment, but not to be disqualified, if it should be advisable for any cause to appoint them. This arrangement would lessen the time during which a clerk of superior attainments and education would have to wait for promotion after first entry into the service; and it would enable the office, by raising its standard of qualification to draw its third-class clerks from a more instructed class, whilst it would provide for any pressure of business which might occur.

There should be the fullest interchange of clerks between the several divisions, so as to diffuse as much as possible a knowledge of the duties of all.

Promotion should be general throughout the department, and not confined to particular branches.

We think it probable that over the concentrated department, it might be desirable to have a chief clerk, responsible to the masters. Should this be so, we recommend that one of the principal clerks be placed in the position of chief clerk, with an adequate salary.

The duties of the masters are not to be measured either by the number of clerks assigned to them or by the number of processes issued from their offices. The master's duties are very personal, and cannot be delegated.

There are fifteen masters, five for each court, but their functions are not interchangeable as between court and court, except for taxation of costs.

From the judicial statistics it appear that in 1872 there were, of causes referred to masters—

In the Queen's Bench ...	192
Common Pleas ...	273
Exchequer ...	321

This class of business is on the increase, and it has been given in evidence before us that though the processes issued from the superior courts are fewer than they were before the County Courts drew off much of the London business, the causes actually tried in the superior courts are generally heavier than they used to be. The decrease of processes, as compared with 1862, is nearly 40 per cent., decreasing therefore the duties of the clerks in the offices; but the increase of references, coupled with the increase of heavy causes brought to trial, is a source of additional labour to the masters themselves.

In this branch of business it will be seen by the statistics that on the present distinctive system of business the work is not equally divided, the Exchequer having more than the Common Pleas, and the Common Pleas than the Queen's Bench. The average in 1872 was three and a half references a day amongst fifteen masters, abating Sundays and ninety days for vacations.

On this basis the average was—
In the Queen's Bench 0'36 a day between five masters.
Common Pleas 1'22 " "
Exchequer ... 1'44 " "

Of the business connected with taxation of costs, a duty which is discharged entirely by the masters, their clerks not assisting at all, even by casting or by checking items of course, it appears that in 1872 there were taxed in the Court of Exchequer 3584 bills, "exclusive of bills taxed under the statute." The returns from the other courts are incomplete; but assuming that their bills of costs are in proportion to their judgments, it would appear that the average number of bills taxed per day, in a year of 223 days, is—

In the Court of Exchequer ...	16
Court of Common Pleas ...	11
Court of Queen's Bench ...	13

Some of these bills are long, but the majority are simple, and do not require much time but close attention.

The third duty, and that which draws most

upon the master's time, is the attendance in court when sitting in banco, and at Judges' Chambers to hear summonses.

We have received a good deal of evidence from the masters and from solicitors, as to the necessity or otherwise of the master's attendance in court. The masters are accompanied by clerks from their offices to perform the duty of clerk of the rules in court. In the Queen's Bench there attend, one master on the plea side and one from the Crown Office, with one clerk; in the Common Pleas, one master and one clerk attend; in the Exchequer, two masters and two clerks attend from the masters' office, and one head clerk attends from the Queen's Remembrancer's Office.

These attendances occupy the masters and their attendant clerks from 100 to 120 days in the year. The object of the attendance is—(a) To take notes of the cases before the court with a view to giving orders for the formal rule to be drawn up afterwards in office. (b) To be in readiness to advise the court, if asked, upon any point of practice. (c) To read documents required to be read in court.

The evidence of the masters themselves goes to show that in their opinion, it is necessary there should be attendance by the master in court, but that it is not necessary to have more than one master and one clerk in each court. Some solicitors concur in this, but many think that a good clerk is all that is needed. Master Hodgson, of the Queen's Bench, whilst giving his opinion in favour of a master's attendance, said, "Looking forward to what seems to be rather in the far distance, when the new courts are built, and we have our offices in immediate proximity to the court, the aspect of things may be much altered. I think the master might not then be required to sit so constantly in court as he does now, as he might be summoned into court, perhaps, in two minutes, but now there is a very great difference, when the courts and offices are so far apart."

Mr. Hollams, solicitor, and a member of the Judicature Commission, said he saw no need for regular attendance of the master in court; that even now at Westminster he could be sent for if wanted.

Master Walton, of the Exchequer, and also Queen's Remembrancer, said, "I confess I do not see the necessity of two masters always sitting in court." "I think that the time of one of the masters might be better employed at the office."

Mr. Roscoe, solicitor, remarked that there is but one registrar in court in Chancery, why two masters at Common Law? Moreover, it appears that even at Common Law, whilst two of the courts require two masters each to attend them, the Court of Exchequer Chamber is never attended but by one master.

It is admitted by the Queen's Remembrancer that the attendance of his head clerk might be dispensed with, and whatever duty he has is discharged by the master or the clerk from the master's rule office.

Some difficulty has been suggested as to dispensing with the attendance of the master or the Queen's Coroner as well as the civil master in the Court of Queen's Bench, on account of the special and very technical duties appertaining to the officers of the Crown side (see Crown Office). It has been the opinion of some, including the late Queen's Coroner and Attorney, that the duties on the crown side might be quite well discharged by a master on the plea side. The present Queen's Coroner (Mr. Winning) does not share that opinion; but Master Hodgson (Queen's Bench) has "always thought that there would be no difficulty after a very little time in amalgamating" the two offices of master on the Crown and plea side of the court. Lord Campbell proposed to abolish one of the masters on the Crown side, and we are of opinion that the next vacancy of office of master on the Crown side should not be filled up.

It follows from the foregoing that, if arrangements can be made for dispensing with the attendance of masters in court, either by devolving (the duties now performed there on the clerks attendant, or as we think better and more suitable to the dignity of the court, on the associates equally with the masters (see "associates" for proposed amalgamation of their functions with those of the masters), the masters will be freer to take references and to tax bills. It will also be possible, if this proposal be adopted, and if, by the abolition of terms under the Judicature Act, longer and uniform hours of attendance be given throughout the year, except in actual holiday time, to lessen the number of masters employed on civil business in the courts. We think that four might be so dispensed with as vacancies occur.

ASSOCIATES.

These officers, three in number, are attached to the three courts, but they act apart, like the masters of the courts.

Their duties require them to be in court when-

ever the judges of their courts are sitting at *nisi prius*. They make out the cause list, empanel the jury, call on the causes, read aloud any document put in and required to be read, call the judge's attention to any document insufficiently stamped, receive the verdict of the jury, deal with the fines or remission of fines inflicted on absent jurors, and answer questions on routine business put by the public in court.

At their chambers or office, their duties are to make out for the judge, as the marshal does on circuit, an abstract of the record in the causes to be tried, to receive and list the claims of suitors, to see that they are duly stamped, and to deliver the postea after judgment to the successful side. They have also to make out the *nisi prius* part of the judicial statistics.

The offices are closed between 10th August and 10th October. At other times they are open from 11 to 5 in term time, and from 11 to 2 out of term.

It is clear that such an officer is necessary for the proper administration of justice.

Mr. Henry Pollock, who has filled for twenty-one years the office of associate to the Court of Exchequer, has expressed an opinion which we share, viz., that for the office of associate there is required "a man who is in the position of a gentleman, and a man of education, I mean in social position, and upon a par with the special jurymen and counsel, and to a certain extent being a gentleman with the judges."

Mr. Pollock has the opinion, and it is one we adopt, that provision being made for the contingency of circuit overlapping the *nisi prius* sittings in London, the associates and their clerks might advantageously form part of the circuit staff and supersede the existing officers discharging analogous duties on circuit. In making this provision there would be no difficulty. The time to be provided for would be but short—so short that some of the business of the office might without inconvenience be postponed during its continuance.

We are also very strongly of opinion that the distinctive office of associate, which is an ancient office, though established on its present footing no earlier than 1852, by 15 & 16 Vict. cap. 73, should be merged in one department, to be called the masters' department, which should be charged with the duty of supplying all officials and all clerical assistance necessary for the due administration of justice in town and on circuit, for the common law business of the High Court of Justice. The merger of the associates with the masters would tend to the economy of suitors' time, increase the strength and elasticity of the masters' staff for purely master's work, and indirectly diminish the general cost of legal administration.

Mr. Pollock has told us that under existing arrangements he has from five to six months' holiday in the year, and he says, "I, for years, have thought that the proper way to make my time more serviceable to the public, and also the time of my clerks, would be to amalgamate my office with the masters' office, and in fact, to have, instead of a separate office, a sort of *nisi prius* master, who would, when the court was not sitting at *nisi prius*, do the duty of master at the masters' office. That would entail changes for the future as to the kind of person to be appointed. At present an associate need not be a barrister. I should have thought that in future he ought to be a barrister or an attorney, as a master is." At present the qualification of an associate is that he should be "a fit and proper person."

Mr. Pollock further says, "If I had the power to try references, with twenty-one years' experience, although I am not a barrister, it would be absurd modesty to say that I should not feel perfectly competent as a master. There are duties which could be added to my office which would be of use to the parties, such as giving an associate power to deal more than he could do now with the list of causes, to the extent of postponing a cause in the day's list without waiting, as parties have now often to wait for an hour till they get the ear of the judge, when he can only attend to it in the middle of a heavy case, and not give it that attention which I say, with all submission, he would often wish to give."

We are persuaded that very great advantage would flow from the merger proposed. We think it desirable to retain the title of associate, but to enlarge his functions, and to make him in addition to what he now is, an assistant master, giving him an additional £200 a year, and making his salary £1200. We think he should, in that case, be a barrister or an attorney, of not less than five years' actual practice, and that he should be eligible for promotion to the rank of master.

As regards the clerks of the associates, the Act of 1852 gave to each associate two clerks. A third was added when power was given to the court to which he was attached to have two courts sitting at *nisi prius* at the same time.

The salary of clerks is on the following scale:—

	Minimum.	Annual Increment.	Maximum.
	£	£	£
First Clerk	200	10	300
Second Clerk	150	10	200
Third Clerk	100	10	150

and the charge for associates' clerks, including £90 for a messenger and a housekeeper for the three courts, in 1873-74 was £2009.

Should the proposed merger take place, we advise that the number of clerks required to do the work should be, as in the case of the masters' clerks, a subject for consideration six months after November, 1874. We believe that amalgamation will in this case, as in cases generally, bring about reduction of numbers. But in any case we advise the abolition of a different scale of pay from that in the masters' office generally, in what would be the *visi prius* and circuit division of the masters' department. The first and second clerks in the present associates' office might rank and be paid as third class clerks in the present masters' office, their salaries being about the same, and the third clerk's grade should be abolished. Supervising power should be supplied from the general staff, with which the associates' staff would in future intermingle.

CROWN OFFICE IN THE QUEEN'S BENCH.

In this office is transacted—by The Queen's Coroner and Attorney; one master; three clerks on the establishment; one occasional clerk—all the business of the Court of Queen's Bench in respect of its jurisdiction as a court of justice in criminal cases. Compared with what they were in former years, the duties of this office have been lessened, but they are still considerable, and include not only matters affecting the court in its original criminal jurisdiction, in its prerogative jurisdiction of *quo warranto* and *mandamus*, its ordinary jurisdiction in criminal informations and trials at bar, but also in its *quasi* appellate jurisdiction, through which, by writs of *certiorari* and cases stated, it takes cognizance of matters originally preferred before tribunals administering the criminal law. It was regulated on its present footing by 6 & 7 Vict. cap. 20, the only difference in constitution between now and then being the abolition of the office of assistant master. This abolition took place in 1860.

The duty of Queen's Coroner and of master in the Crown Office are nearly identical. They are also very similar in kind to those discharged by masters on the plea side of the court, except that there are obviously no references to be heard in the chambers, except in case of interrogations administered by order of court in cases of contempt. In lieu of these, however, there are certain inquiries as to bail, the reading of all affidavits filed in mitigation or aggravation of sentence; the preparation of all orders required in pursuance of sentences by courts martial; the taxation of all bills relating to the criminal business of the Crown Office, all bills ordered by judge's order to be taxed, and all bills relating to the criminal prosecution of bankrupts. The procedure on writs of *habeas corpus* is also regulated in this office.

We have made full inquiry into the average extent and exact nature of these duties. We do not find them to be, in the ordinary course, nearly equal in extent to, though quite as responsible—indeed, in many respects, more so—than those devolving on masters on the plea side.

With regard to the attendance in court where the Queen's Coroner or the master attends daily during term, and during the sittings in banco after term, we are unable to see what necessity there can be for such attendance except on days when the Crown paper is taken. It is alleged, and with reason, that the practice on the Crown side is so special and peculiar, and requires so special a training to acquire a knowledge of it, as to render it absolutely essential that there should be some present to advise the court, the bar, and the attorneys when criminal business is being taken. But we cannot see why attendance should be given by an officer whose time and ability might be so usefully employed elsewhere, when such business is not on. The master on the plea side might be required at least to know enough of the Crown side practice to enable him to note judgment in Crown cases where on original hearing it was announced *curia advisari vult*; to deal with any *habeas corpus* or other criminal law business which may unexpectedly present itself when the court is sitting for adjudication of ordinary civil business.

Our attention has been drawn to the fact that, in 1857, a proposal was made to abolish the office of Queen's Coroner and Attorney, or to abolish the master in the Crown Office, and to merge his duties with those of a master on the plea side. Mr. Robinson, who was then Queen's Coroner, said, "It is quite true that the business of my office has materially decreased of late years, especially as respects the part of it which is called criminal in contradistinction from proceedings on *mandamus*, special cases under re-

cent Acts of Parliament, &c." And he went on to say, "I cannot conscientiously say that its duties might not well be discharged by a master who might, at the same time, transact part of the business on the plea side."

Mr. Winning, the present Queen's Coroner, does not endorse this opinion; but Master Hodgson (Queen's Bench, plea side) informed us (see "Masters") he saw no difficulty in amalgamating the two offices on the Crown and plea sides of the court. Lord Campbell, when Lord Chief Justice, gave it as his opinion, that "the office of Queen's Coroner and Attorney cannot be abolished, for there are important duties belonging to it, (a) but the person filling it might well assist in the business on the civil side."

On the question whether one master would be enough in court, Lord Selborne says: "I have formed no opinion, though my impression is that one must be enough."

We are of opinion that, whilst fully recognising the necessity for the machinery of the Crown Office, and the special technical character of the work done in the office, there is no reason why the masters on both sides of the court should not be on a common list, draw an equal salary, and discharge concurrent duties. This arrangement would add to the strength of the staff as a whole, and would, coupled with the suggested modification of attendance from the Crown Office in court, we consider, enable the court to dispense with the master now specially retained on the Crown side only. Considerations of convenience would doubtless relegate the duties of Queen's Coroner to one officer continuously, but this operation need not prevent his assistance in civil matters, neither would it prevent the assistance to him by the plea side masters for the purposes of taxation, inquiry, and signing of process.

We would retain the ancient title of Queen's Coroner and Attorney, but we would add to it that of master of the Queen's Bench, in the same way that the Queen's Remembrancer now retains his title, being also at the same time a master of the Court of Exchequer.

As regards the staff in the Crown Office, we find that, distinct as the business is now kept from the business of the plea side, it is quite necessary to have the three clerks now employed, and to have the fourth "occasional" clerk, or a writer. But we find that the business, though at times heavy, is, in the main, not at all so; and we think that if the Crown Office staff, instead of being distinct and independent, were welded into that of the masters' department generally, there might be a reduction of one clerk. Pressure might be met by assistance furnished temporarily from the united general staff.

One difficulty lying in the way of the amalgamation consists in the salaries paid in the Crown Office. The pay is as follows:—

	Minimum.	Annual Increment.	Maximum.
	£	£	£
First Clerk	550	15	600
Second Clerk	450	15	550
Third Clerk	250	10	350

We conclude that these salaries, so much higher than those given to clerks in the first, second, and third classes on the plea side, are based upon the fact that the prospect of small and slow advancement, offered by the establishment of the office, necessitates the award of larger individual salaries. Apart from this, we see nothing to justify the continuance, after the advancement of the present office holders, of a scale different from that which obtains in the civil division. We think the class of work done in the Crown Office is superior to that done in the Civil Writ and Appearance Offices, but not above that done in the "Rule" or in the "Masters' Clerks" Office on the plea side.

It has been represented to us that the clerks of the Crown Office have the hope and expectation of being ultimately promoted to the mastership and to the Queen's Coronership, and that their expectations are likely to be endangered by merger. We deem this to be entirely a question of patronage, and would only observe that so far as qualification is concerned, there is nothing to prevent clerks of five years' standing in the Crown or civil business offices being appointed to masterships.

The duty of the occasional clerk might properly be done by a writer, or at the law stationer's.

THE QUEEN'S REMEMBRANCER'S OFFICE.

The Queen's Remembrancer has ceased since 1859 to be a separate officer. In that year, by virtue of the Act 22 & 23 Vict. c. 21, the Queen's Remembrancer was made also a master of the Exchequer; and, though it was at that time a question whether it should nor be abolished, the title was preserved.

(a) In Crown proceedings in the Queen's Bench it is the duty of the Queen's Coroner to appear as Queen's Attorney in cases where informations are not filed *ex officio* by the Attorney or Solicitor-General. It is also his duty to attend the House of Lords as clerk to the Crown in criminal causes, and sometimes in impeachments, tried before the House.

He has an office in Chancery-lane, and a staff of five clerks, for carrying out his duties as Queen's Remembrancer. His other office and staff, as a master of the Exchequer, are in Stone-buildings, Lincoln's-inn.

Formerly there were considerable duties attaching to the office. Certain ceremonial matters, as to swearing in of sheriffs, of new Chancellors and Barons of the Exchequer, of the Lord Mayor of London, the trial of the pyx, and the acknowledgments of homage for Crown lands were among the functions. These continue, but they are duties which do not call for a separate organisation. They ever constituted only a small proportion of the work done by the Queen's Remembrancer, whose more important duty it was, not only to protect the Crown purse against any judicial action which might inadvertently affect it in the course of hearing cases between suitor and suitor, or between suitor and the Crown; but also to originate proceedings for the recovery of debts and penalties due to the Crown, for the recovery of land by writs of intrusion, and, since 16 & 17 Vict. cap. 51, for the recovery of legacy and succession duties not paid.

Changes in the law of procedure, changes also in the administrative channels through which the financial business of the Government is done, have of late years materially lessened the obligations of the Queen's Remembrancer in every department of his office. Already that officer himself has other duties which draw him more and more from his titular office; and his head clerk, who in his absence has control of the office, is occupied much of his time in attending court, in case anything should present itself appertaining to his master's duty during the hearing. It has been admitted by the Queen's Remembrancer that this attendance is unnecessary, and that whatever function there may be for the clerk can be as well done by the master attendant or his day clerk.

We have examined the officers and clerks and the office itself. We think it undesirable to continue either the title or the office of Queen's Remembrancer. We think all the duties described can be better performed in the master's office, under the master's eye, and that three clerks will be the utmost that will be required. This last question we would have reserved for the committee already suggested. As regards the classification and salary of the clerks, we observe that, at the present time, there are two first class clerks at a minimum salary of £500, increasing by £20 a year to £600; three second class clerks at a minimum of £250, increasing by £15 a year to £400; but not any third class clerks. We understand that vacancies which have occurred in this class, have not been filled up, owing to a decrease of business in the office.

This classification and scale of pay is different from that of any other office, except that the first-class clerks get the same pay as the like in the Queen's Bench master's office, already commented on. The pay of the other clerks is on a scale by itself.

We see no reason for first or second class clerks employed on the Queen's Remembrancer duties being paid differently from other clerks of their rank, especially as we propose to make them part of a general staff.

REGISTRY OF JUDGMENTS.

"Upon final judgment, execution may issue against the goods and chattels of the debtor; or against any lands, tenements, and hereditaments, of which he himself, or any person in trust for him, shall have been seised or possessed, or over which he shall have any disposing power, exercisable without the assent of any other person, for his own benefit, at the time when the judgment is entered up or at any time afterwards. But the operation of judgments on lands, as thus generally stated, must be taken in connection with and subject to the following important provisions. First, it is enacted by 23 & 24 Vict. c. 38, s. 1, that, as regards a *bona fide* purchaser for valuable consideration or a mortgagee, no judgment to be thereafter entered up shall affect any land unless a writ or other due process of execution thereon shall have been issued and registered with the senior master of the Common Pleas. And, secondly, by 27 & 28 Vict. c. 112, s. 2, that no judgment entered up after 29th July 1864, shall affect any land until it shall have been actually delivered in execution under an *elegit*, or other lawful authority."

The above extract from "Stephen's Commentaries" sufficiently explains the nature of the work for which the registry of judgments was instituted by 1 & 2 Vict. c. 110.

The senior master of the Common Pleas is registrar of judgments by virtue of this Act. He has a separate office of four clerks for the work. These clerks are employed in the manner described in the following extract from a report to the English and Irish Law and Chancery Commissioners in 1862:—"It is the duty of the chief clerk to see that the documents offered for regis-

tration are in conformity with the several statutes relating thereto, and to assist the public in the transaction of their business with all necessary information; to examine the registers when posted up; to act as cashier to the registrar " (a duty which the substitution of stamps for money payments must have rendered unnecessary) " and take the general management of the office under him. The second and third clerks post up the registers, write out the receipts for registrations, issue search tickets, &c. The junior clerk attends chiefly to the public who search the registers, supplying them with books, keeping the registers in proper order, in the racks, and generally assists the other clerks."

The clerks have fixed salaries as follows:—

First Clerk	...	...	...	...	£300
Second Clerk	...	...	...	...	200
Third Clerk	...	...	...	...	100
Fourth Clerk	...	...	...	...	70

The number of judgments registered during the last five years has been as follows, viz:—

	Judgments, Decrees, Orders, Rules, and Executions.	Life Ann. Pensions, and other Grants.	Irish and Scotch Judgments under Extension Act.	Remittances of Judgments, and other Matters.	Satisfactions.
1868-69	1330	486	21	516	236
1869-70	1209	575	52	746	239
1870-71	1041	515	37	323	215
1871-72	964	541	40	285	251
1872-73	814	612	26	176	200

We cannot help thinking that, if this office were amalgamated with the general office of the Common Pleas, as the bill of sale work is amalgamated now with the judgment office of the Queen's Bench, and the office were open throughout the year for a uniform number of hours daily, the business, might be conducted by the judgment office staff, assisted by one additional clerk and a writer. This clerk should be on the same scale of pay as other clerks, say of the third class.

Master Gordon, of the Common Pleas, informed us that he saw no reason why this office should not be taken on to the Common Pleas office.

REGISTRY OF CERTIFICATES OF ACKNOWLEDGMENTS OF DEEDS BY MARRIED WOMEN.

This office was established by 3 & 4 Will. 4, c. 74. The registrar returns his duties in these terms:—"That the 3 & 4 Will. 4, c. 74, s. 85, requires the registrar to examine the certificate (of acknowledgment), and see that it is duly signed and duly verified by affidavit, as required by the section and orders of the court thereupon, and also to see that it contains such statement of particulars as to the consent of the married woman as shall be required from time to time in that behalf, and of all the requisites of the Act in regard to the certificates and affidavit. He is to cause the certificate and affidavit to be filed of record in the said Court of Common Pleas."

We find that, though there may be occupation enough for two clerks, there is no need whatever for an independent officer, with the position of a registrar and a salary of £700 a year to preside over the office. The duty is one that by the statute strictly appertains to the Common Pleas, and we are of opinion that it should be placed under the masters of that court. It has been given in evidence before us that the function of the registrar is in fact a sinecure. But apart from this, we consider that the duty prescribed by an Act of Parliament for the Common Pleas should be discharged by the officer of that court who is responsible for its administrative business generally.

The officer who held the position of registrar when we commenced our labours, was unable to attend to give evidence, owing to ill-health. He has since vacated the office, and we regret to find, from correspondence laid before us, that the vacancy has been filled up and a new vested interest thereby interposed in the way of a reduction which we consider ought to have been made.

The first clerk is paid a salary ranging from £200 to £300 by annual increments of £10; the second clerk receives a minimum salary of £100 and a maximum of £200. We consider that these ratings should cease and that, the work being transferred to the masters' office, the present first clerk should get the pay and position of a third class clerk with prospect of advancement in that office, and that the present second clerk, if needed, should be supplanted on next vacancy by a writer.

TIPSTAVES.

We find that there are attached to the—

Lord Chancellor	1	Tipstaff at 200 0 a year.	
Master of the Rolls	1	"	42 0 "
Queen's Bench	3	"	450 0 " (£150 each)
Common Pleas	1	"	200 0 "
With an addition (for assistance) of			53 0
Exchequer	1	"	300 0 "
With an addition (for assistance) of			65 0
			1,312 0

The tipstaff in the Exchequer is also tipstaff to the Master of the Rolls; and receives for the extra duty £42 over and above his salary as an officer of the Exchequer. The disparity between the salaries of the tipstaves of the several courts, is doubtless due to the fact, that until the decease or surrender of officers who either bought their places of the patentee of the office, or who receive compensatory salary in lieu of fees, no uniform scale was possible. The present tipstaff of the Exchequer was appointed for life by the late freeholder of the office, and his salary was fixed at £300, in commutation of fees that had averaged over £600 per annum. The Treasury have, however, under the authority given by 15 & 16 Vict. c. 73, fixed salaries of £150 each for future officers.

The tipstaves of the Queen's Bench were formerly appointed by the marshal of the Queen's Bench Prison; and the warden of the Fleet appointed all other tipstaves. The Act 5 Vict. c. 22, vested the power of appointment in the chiefs of the courts having tipstaves attached to them.

We find that, since the abolition of imprisonment on *mesne* process, the functions of these officials have been confined to arresting persons guilty of contempt of court, except in the Queen's Bench. There the tipstaff, in addition to arresting for contempt, has charge of any prisoner brought before the court, or committed by the court, in the exercise of its criminal jurisdiction. Arrests for contempt are the means by which the Court of Chancery compels attention to its process; and we have been informed that arrests for this cause are not unfrequent.

In the common law courts committals for contempt are very rare; and it is only in exceptional cases that the criminal jurisdiction of the Court of Queen's Bench calls for the intervention of the executive. Of the three tipstaves attached to the Queen's Bench, two are at chambers; but we cannot find that they have been called upon at any time to execute their office.

We think that, excepting the Queen's Bench, which, as a criminal court, may properly have an executive officer of its own, the office of tipstaff should be abolished in all the courts as the present holders vacate, and that power should be given to the ushers of the courts, making them special constables, if need be, to arrest any one the courts may direct. In country cases the order of arrest should be sent to the sheriff; and in all cases where necessary, the police might be called in aid. The tipstaves at chambers are not wanted at all.

We think the senior usher of each court might appropriately receive an addition of £50 a year to his salary, in consideration of these added duties; that the salary of the one tipstaff of the Court of Queen's Bench should be £200, and that that officer should be required, when not acting as tipstaff, to act as usher in the general service of the courts.

(To be continued.)

SOLICITORS' JOURNAL.

In another column we publish a letter upon the subject of the discretionary powers vested in county justices of the peace by the Licensing Act of last session. Our correspondent complains, and rightly so, that the justices in question have disregarded, in the particular instance referred to by him, the evident intention of the Legislature. Given a railway hotel in a fashionable watering place, which, in conjunction with some streets, lies just outside the boundaries of the town, although for all practical purposes part and parcel of the town itself; given, in fact, a specimen of the identical circumstances which the Legislature seems to have had in view—and yet the justices, labouring, no doubt, in part under the trouble (so aptly described in a recent article in the *Times*, referred to by our correspondent) bequeathed to them by the Act in question, determined upon the anomaly that while any small beerhouse in streets within the boundary of the town is by the Act permitted to remain open till eleven o'clock at night, yet that a commodious hotel, in one sense the very key of the door of admission to the town, shall be closed at ten o'clock. The only grounds in support of this unhappy decision seem to be the provisions of sect. 10 of the Act, as to supplying *bona fide* travellers and lodgers, which, no doubt, is of especial concern in the case of "a railway hotel;" but what of the beerhouse, which is the only one outside the boundary, surrounded, too, as we understand, by a newer and better class of houses (about one hundred) than many within the town limits. It may be said that the owner and occupier knew it was extramural when it was decided to use it as a beerhouse, but on the other hand, they have a right to look for a

recognition by the justices of the aim and spirit of the Act of Parliament, a measure, at its best, by no means popular. We have said that the justices probably laboured under the legacy of trouble bequeathed to all similar tribunals by the Act in question, but the justices probably laboured, in addition, under an influence which is, we venture to think, common to all of them throughout the country, namely, the desire at times to exercise their power adversely, even if they feel themselves under any obligation, as in the case before us, to regard the intentions of the Legislature. In the exercise of this apparently discretionary power, the justices of Hampshire have the satisfaction of knowing that they have closed a first-rate house at ten o'clock, while second-rate ones close by are open till eleven; but this has been at the cost of a strained and exceptional administration of a law which is at the best sufficiently difficult of application in many respects. Similar applications have been and will be, no doubt, made in other parts of the country, and it is to be hoped that the justices in question cannot point to any precedent for such a disregard of the spirit and aim of the Act of Parliament upon a question of such importance, and which the Legislature has thought fit to leave to be dealt with by county magistrates. The matter seems to be in the absolute discretion of the licensing committees of counties, and therefore such a determination as that in the present case seems to give rise to no right on the part of either the inhabitants of such an outlying district or the proprietor of a licensed house so outlying, to apply to a higher court for relief. We say it seems to be discretionary, for a careful reading of the 32nd section suggests some doubts upon this very important point. The section states, "The county licensing committee shall consider all the cases with respect to which it is incumbent upon them to make order pursuant to the section, and they shall make order accordingly, and shall specify therein the boundaries of such town or populous place;" and, again, "no order so made shall be restricted by any similar order subsequently made." And further, after a census, "they shall revise the order to give effect to the provisions of the Act." We are conscious that there are among the country magistracy a number of men who are ever ready by their liberal construction of Acts of Parliament, not only to facilitate their working, but to aid the Government for the time being in the discharge of its responsible and often difficult duties; while there are others, captious in their nature, or happening to be opposed in their political views to a particular government, who are ready to put every obstacle in the way of rendering a particular Act of Parliament a useful working measure. There may be none such among those who adjudicated on the case before us, but that they do and always will exist is unhappily removed from the region of doubt.

As we pointed out in our issue of the 28th ult., the commission appointed to inquire into the administrative departments of the courts of justice, recommend in their second report the abolition of the office of solicitor to the High Court of Chancery. If it can be shown, and this we doubt, that the duties appertaining to the office have ceased, by all means away with the office, for the continued existence of sinecures in these days cannot be entertained. On the other hand, to hand over the duties of this office to some other official under some other name, should only be countenanced if sufficient reason for such a change is distinctly shown. This official has frequently rendered much valuable service in pressing matters to a settlement where it never would be accomplished by the solicitors to the litigants and others; and moreover, the knowledge that the official solicitor may be set in motion, must frequently have a very beneficial effect among those who countenance improper and inexcusable delay. As regards the office of examiner and solicitor to the late Court for Insolvent Debtors, the commissioners regard the appointment as dying out, and not likely to form an abiding part of any legal department; and the report adds, the functions of both the insolvency officers, that is, the office of provisional assignee as well as the above, might appropriately be taken over by the bankruptcy officials, and the duties, so long as they last, be distributed between the official assignee and the official solicitor to that court. As regards the official solicitor to the court of bankruptcy, the commissioners say, "We have no further suggestion to make than that he should discharge the above-named duty. His salary of £1200 a year is reasonable for his own special work, and we consider that his offer to take in addition the insolvency work for an additional £300 a year, might be accepted." Mr. Aldridge, when examined before the commission, stated that he would resign his present right of private practice, and give his whole time to the public, if he had a

permanent appointment of £1500, instead £1200 a year, and that in such case he would be able to undertake the duties of solicitor to the Insolvency Court, in regard to which, as we stated in our last issue, there is an enormous sum to be distributed among creditors, to a considerable portion of which it is certain that no claim will ever be made. Care should, however, be taken in that event, that in future appointments the decrease or cessation of insolvency duties shall be taken into account, with a view to diminish, and ultimately withdraw, the additional £300.

THE committee of the Associated Provincial Law Societies have not, we are glad to find, been lulled into a sense of ease and security by reason of the withdrawal of the Land Titles and Transfer Bill of last session. The association owes its origin in a measure, we believe, to a meeting of representatives of country law societies, summoned in the first instance to consider the provisions of Land Transfer Bills, and a report of the committee just issued to the members of the association states at the outset that the attention of the association has, during the year 1874, been almost exclusively directed to the subject of land transfer, and then proceeds to furnish the Profession with an exhaustive explanation of the aim and origin of the measure, and the action of the association with reference to it. This explanation embraces the result of the inquiry of the commissioners appointed in 1868 to consider and report upon the existing system of land transfer, and of course involves a report of the several meetings of the association, which have from time to time been published in our columns. The report before us also states shortly the action of the Council of the Incorporated Law Society in regard to the Bill, and the extent to which the council of that body co-operated with the association. Speaking of the criticism of the council, on the Bill issued as late as the 12th May last, the committee stated in their report: "These observations were communicated to the Lord Chancellor by a deputation from the council, and were circulated among the members of the society; but no other step was taken to enforce the views they expressed. It appeared to the members of the provincial societies, in the first place, that the case admitted of being stated, and required to be stated, more forcibly and completely than was done in the observations of the council; and next, that on a subject of such importance, more active measures were necessary than had been taken." Here we have an indication of a difference of opinion existing between the council of the chief society and the committee of the association. We are glad to believe that it has long since been removed, and that the two bodies will continue to work harmoniously together in their efforts to render any measure affecting the transfer of land which the Government may think fit to introduce next session, a really useful and workable piece of legislation. What is demanded in the interest of the public is, first, the omission of compulsory clauses in regard to registration; secondly, the establishment of district registries sooner or later; thirdly, the continuance to purchasers of the protection afforded by the 52nd section of the Succession Duty Act; fourthly, the provision that no prosecution for the offences described in the 116th, 117th, and 118th clauses of the Bill should be commenced without the sanction of the Attorney-General; fifthly, the securing to solicitors of ten years' standing eligibility for all appointments under the Act, and the exclusion of persons who are neither barristers nor solicitors from the offices of assistant registrars and examiners of title; and, finally, such a tentative measure of reform as will be found expeditious, economical, and simple in its operation. The report concludes by stating that "the fallacy of the idea that registration saves expense in small purchases, or with well-known titles, must be exposed; its unsuitability for some classes of cases must be stated; the publicity which it will involve must be made known; and the reasons against its being made compulsory must be pressed upon members of Parliament by those who have influence with them. To do this effectually will require the exertions of individual members of the Profession, as well as of the associated societies. It will only be by united and energetic action that success can be achieved. It rests with the members of the Profession to choose their own course. If the support which has been already given to this association be continued and increased, the next Land Transfer Bill may be shaped into a more workable measure than the abortive Bill of 1874." We must not part with the subject before us without observing that there are many solicitors, especially competent to form an opinion, who consider such legislation as that

proposed wholly uncalled for, and who give countenance to the efforts of the Provincial association simply because they regard legislation upon the question as inevitable.

SOME of the observations of Sir Richard Orpen, when pleading at the recent meeting of the Irish Incorporated Law Society, made in regard to the preliminary examination for articulated clerks, reported and commented upon in our last issue, have been somewhat severely criticised, and naturally in a quarter where it might have been most expected. Numerous students have addressed themselves to the Dublin newspapers, and a B.A. of Trinity College, Dublin, writing to one of them, observes, "Has any standard really been laid down for each and all of the subjects as the minimum entitling a candidate to be allowed the examination, and, if so, what is this minimum standard, as the knowledge of it would be of vital importance, not only to candidates, but to those responsible for their preparation? At present there seems to be no criterion by which to judge of the proficiency in the prescribed subjects likely to secure success. If no standard exists except in the mind of a single examiner, this is a state of things without a parallel. In T. C. D. not 5 per cent. of the candidates for entrance are rejected, while more than 50 per cent. of the candidates at the last examination for law apprentices were rejected. The average minimum of marks in each subject for entrance to T. C. D. is 33 per cent." A student writing to another Irish journal on the same subject observes, "Having regard to the fact that it requires an apprenticeship of five years before admission to the profession of solicitor, the preliminary examination ought to be such as every young man would pass. It is, however, the opinion of every one outside the Law Society that the standard of their preliminary examination is far beyond the capacity of such persons." It would indeed very much astonish us if any such complaints were made in regard to the preliminary examinations in England, and we expect there would be a similar outcry here if over 50 per cent. of the applicants for certificates were rejected. An unsuccessful candidate is entitled to know in what he has failed, whether generally or in some particular subject, and, if so, what subject; but as for informing every candidate of the number of marks obtained we fail to see that any good would follow from such a course.

WE fear that Mr. Justice Brett gave rather bad advice to junior counsel in an action for false imprisonment recently before his Lordship at Westminster, and reported in the *Standard*. Counsel having applied to his Lordship for a certificate, the following is reported to have passed:

Mr. Justice Brett.—What do you want it for, now that you have got the verdict? You don't want to press hardly upon these women?

Counsel.—I was told to ask your lordship.

Mr. Justice Brett.—Never mind what you are told, but exercise your own discretion and don't ask.

Counsel.—My lord, I will not ask for a certificate.

If this amounts to a recommendation to counsel to disregard what is urged upon him by a solicitor instructing him in a case, we can only say we regret it. The discretion of counsel cannot safely set at defiance the express wish of a solicitor for a party in a suit where such wish is founded on a practical experience coming more strictly within the purview of a solicitor's work than counsel's. How far counsel in the exercise of what is called their discretion can fly in the face of the instructions of solicitor and client is, and is likely to remain, a moot point. Discreet counsel, however, usually regard their instructions and the wishes of their clients.

IT may not be generally known that at the Chichester City Quarter Sessions the business before the court is invariably undertaken by local solicitors, as no barristers attend. This is one of the few exceptions to the rule—excluding solicitors from a right of audience before such courts, which exclusion is, at the best, founded on custom only. It is rather fortunate for the ratepayers of Chichester that solicitors enjoy this right, for it must tend to diminish the costs of prosecutions. If ratepayers generally were a little longer sighted they would probably agitate upon this important question.

THE following is a list of the lectures and law classes appointed to be held at the Law Institution, Chancery-lane, during the ensuing week:—Monday, class, Common Law, 4.30 to 6 o'clock; Tuesday, ditto; Wednesday, ditto; Thursday, lecture, Conveyancing, 6 to 7 o'clock. To prevent interruption at the lecture, gentlemen will not be admitted after it has commenced. There will be no lectures or classes held in Common Law till 7th January 1875.

NOTES OF NEW DECISIONS.

PETITION OF RIGHT—BREACH OF CONTRACT—UNLIQUIDATED DAMAGES.—A petition of right is not limited to specific chattels or land, but will lie for breach of contract, or to recover money claimed either by way of debt, or damages on breach of contract. A petition of right alleged, in the first count, a mutual agreement between the suppliant and the Queen's Secretary of State for War, that in consideration of the suppliant's referring a certain invention, devised by him for rifled artillery, with plans and models, to the Ordnance Select Committee, in the event of the said invention being approved and adopted, a reward should be given to the suppliant, the amount to be determined by the Master-General and the Board of Ordnance. Although all conditions precedent were fulfilled, the amount of the reward had not been determined, nor any part thereof paid to the suppliant. The second count alleged that, in consideration of the suppliant's showing and delivering up his plans of the said invention to Her Majesty's Government, the said Government promised to reimburse certain expenses incurred by him. Although all conditions precedent were fulfilled, the Government had not reimbursed to the suppliant any part of the said expenses. Held, upon demurrer, that, assuming the authority of the Secretary of State for War and the Government to make such contracts, the two counts of the petition were good in law: (*Thomas v. The Queen*, 31 L. T. Rep. N. S. 439. Q. B.)

ENGINEERING CONTRACT—PLANS AND SPECIFICATION—MODE OF CONSTRUCTION—IMPLIED WARRANTY.—A contractor who, having seen plans and a specification of a proposed building, and its mode of construction, prepared by the engineer of the persons desirous of having it erected, tenders and contracts with such persons for the execution and completion of the work, according to the terms of such plans and specifications, on the faith of their being accurate and sufficient for the purpose, and without previously ascertaining for himself whether or not the work could be done in the manner thereby specified, cannot, when it afterwards turns out, in the course of the work, to be impracticable to perform it in the specified way, and an alteration in the mode of construction is therefore necessarily made by the engineer, maintain an action against the persons with whom he so contracted, to recover compensation for the extra expense and loss of time incurred by him in completing the work according to such alteration, inasmuch as there is no implied warranty on their part that the work could be executed in the manner originally prescribed by the plans and specification. So held by the Court of Exchequer (Kelly, C.B., and Pigott and Amphlett, BB.): (*Thorn v. The Mayor and Corporation of the City of London*, 31 L. T. Rep. N. S. 455. Ex.)

MASTER AND SERVANT—EXEMPTION OF MASTER FROM LIABILITY TO SERVANT FOR NEGLIGENCE OF FELLOW SERVANT—MANAGER OF COLLIERY.—Where a workman in a colliery was killed by an explosion occasioned by the negligence of the manager of the colliery appointed by the owners under the Coal Mines Regulation Act 1872 (35 & 36 Vict. c. 76) s. 26: Held, that the manager and the deceased were fellow-workmen, and that the owners of the colliery were not liable to an action by the representatives of the deceased under Lord Campbell's Act (9 & 10 Vict. c. 93): (*Hovell and another v. The Landore Siemens Steel Company (Limited)*, 31 L. T. Rep. N. S. 433. Q. B.)

TESTAMENTARY SUIT—CALLING IN PROBATE—NOTICE UNDER RULE 41—LIABILITY OF NEXT OF KIN TO COSTS.—In a suit for revocation of probate, a next of kin called in probate, and was unsuccessful. The sole evidence on which he opposed the will was that of a witness, which, to his knowledge, was open to grave suspicion, being that of a witness who had previously made an affidavit of due execution: Held, that such evidence, though *prima facie* untrustworthy, justified the next of kin in requiring proof of the will in solemn form, and he was not condemned in costs: (*Sheffield v. Sheffield*, 31 L. T. Rep. N. S. 455. Prob.)

MARRIED WOMAN—TRADING SEPARATELY FROM HER HUSBAND—LETTING LODGINGS—33 & 34 VICT. c. 93, s. 1.—The execution debtor, in an interpleader suit tried at a County Court, had rented a house in his own name for the purpose of his wife letting lodgings therein. She directed certain repairs to be made, but the builder credited them to her husband. His name was on the rate book and registers, he lived in the house, wrote his wife's correspondence, kept her accounts, and gave orders to tradesmen for her. He was however totally unfit from ill health to take any part in the management of the house. The County Court Judge found, as a fact, that he acted throughout merely as his wife's agent in conducting her business. The furniture, which was seized by the execution creditor upon a

judgment by default of appearance obtained against the husband for groceries supplied, had been purchased by the wife with earnings acquired by her from these lodgings since the passing of the Married Women's Property Act 1870. Held, upon appeal, that this was not, under the circumstances, an employment, occupation, or trade in which the wife who was claimant in the suit was engaged, or which she carried on separately from her husband, within the meaning of sect. 1 of that Act: (*Laporte v. Costick*, 31 L. T. Rep. N. S. 434. Q.B.)

INTERROGATORIES—LIBEL—WITHDRAWAL OF TESTIMONIAL—REFUSAL TO ALLOW INTERROGATORIES AS TO LETTER OF WITHDRAWAL.—In order to be able to interrogate the defendant as to the contents of an alleged libel, it is necessary that the plaintiff should show, first, that defamatory matter has been published; and, secondly, that the plaintiff has been injured thereby. The plaintiff in leaving the employ of the defendant, at whose school he had acted as German master, was furnished by the defendant with a testimonial, describing him as "an able, painstaking master," who had always "conscientiously fulfilled all the duties which had devolved upon him." Upon the strength of this, among other testimonials, the plaintiff was appointed private secretary to R. The defendant, hearing of the appointment, wrote a letter to R.'s wife, withdrawing the testimonial, whereupon R. dismissed the plaintiff, without other cause assigned. Held, that the plaintiff could not interrogate the defendant as to the contents of the letter to R.'s wife, and a rule to set aside the decision of Blackburn, J., to that effect refused: (*Stein v. Tabor*, 31 L. T. Rep. N. S. 444. C.P.)

LIS PENDENS—VACATION OF REGISTRATION.—30 & 31 VICT. c. 47, s. 2.—The plaintiff's bill having been registered as a *lis pendens* was afterwards dismissed by consent on plaintiff's application. The defendants moved to have the registration vacated. The estate of one plaintiff was in bankruptcy, and his trustee in bankruptcy did not consent to the motion. The other plaintiff was not served with notice of motion, as his address was not known. The former solicitors of the plaintiffs no longer acted for them: The court made the order, subject to the production of an affidavit showing service upon the solicitors of the one plaintiff and the solicitors of the trustee in bankruptcy of the other, of the notice of motion: (*Jervis v. Berridge*, 29 L. T. Rep. N. S. 426. V.C.M.)

HEIRS AT LAW AND NEXT OF KIN.

HENDERSON (Elizabeth), Liverpool, widow, next of kin, to come in by Jan. 1, at the chambers of V.C. H., Jan. 18, at the said chambers at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

ANDREWS (Martha Elford), Kennington, Kent, spinster. Andrews (Geo. How) of the same place, gentleman, and How (Jas.), Goodnestone, near Wingham, Kent, gentleman, 2/62 12s. 6d. Three per Cent. Annuities. Claimants, said Martha Elford Andrews, spinster, George How Andrews, and Jas. How.

BOGER (Deeble), Wolsden, Cornwall, Esq., and SOLTAN (Geo. Wm.), Little Eldon, Devon, Esq., 2191 12s. 3d. Three per Cent. Annuities. Claimants, said Deeble Boger, and Geo. Wm. Soltan.

BOOTHBY (Rev. Cunningham), deceased, Holwell Parsonage, Oxon. 5557 2s. 1d. Three per Cent. Annuities. Claimants, Jane Boothby, widow, Robert Tod Boothby, and Wm. Tod, acting executors of Rev. Cunningham Boothby, deceased.

MARSH (Josiah), Epping, Essex, and RUSH (John Roger), Craven-hill, Bury, Lancashire, Middlesex, Esqrs. One dividend on the sum of £184 9s. 8d. Three per Cent. Annuities. Claimants, Edmond Ironside Marsh, and Richard Brewster Marsh, executors of Josiah Marsh, deceased, who was the survivor.

YERBURY (John), Clapham, Esq., YERBURY (John), Belmont, Bradford, Esq., and MOORHOUSE (John), Leikhouse, Wilts, Esq. 2110 6s. 9d. Four per Cent. Annuities, 1789 principal paid in full 10th Oct. 1874. Claimants the Official Trustees of Charitable Funds pursuant to an order of the Charity Commissioners, dated 4th Nov. 1874, in the matter of Samuel Carn's charity.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

FOREIGN SERVICE SUPPLY COMPANY (LIMITED).—Creditors to send in by Jan. 6 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Wm. Holmes, 20, Threadneedle-street, London, the liquidator of the said company, Jan. 29, at the chambers of V.C. H., at one o'clock, is the time appointed for hearing and adjudicating upon such claims.

HAMILTON AND COMPANY (LIMITED).—Petition for winding-up to be heard Dec. 18 before V.C. H.

LONDON AND SOUTHWARK WAREHOUSING COMPANY (LIMITED).—Petition for winding-up to be heard Dec. 18, before V.C. M.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

AMBLER (Wm.), Napton-on-the-Hill, Warwick, farmer. Dec. 31; F. R. Welchman, solicitor, Southam, Warwick. Jan. 12; V.C. M., at twelve o'clock.

BROOK (Thos. C.), 31, Arica, London, and Derwent Lodge, Lower Norwood, Surrey, merchant. Dec. 2; C. Bull, solicitor, 24, Bedford-row, London. Jan. 18; M. R., at eleven o'clock.

CLEVES (Jesse), Hanley, stonemason. Dec. 29; E. Doyle, solicitor, 26, Carey-street, Lincoln's-inn, Middlesex, Jan. 12; M. R., at eleven o'clock.

COLLINS (Chambers), Maryport, Cumberland, surgeon. Dec. 31; R. W. Roberts, solicitor, 5, Verulam-buildings, Gray's-inn, London. Jan. 9; V. C. M. at Twelve o'clock.

ENGELBACK (Thos. C.), Thrawl-street, Spitalfields, and 11, Park-terrace, Park-lane, Tottenham, Middlesex, glass-blower. Jan. 1; C. Stevens, solicitor, 58, Chancery-lane, London. Jan. 13; V. C. B., at twelve o'clock.

GASKELL (Thos.), Standish, Lancashire, cashier. Jan. 1; Wm. Lees, solicitor, Wigan. Jan. 14; V. C. B. at Twelve o'clock.

GUERRA, otherwise Rebella da Fontura (Joas E. G.), 70, Belsize Park Gardens, Hampstead, Middlesex, and 14, America-square, Minories, London, merchant. Jan. 11; Walker and Co., solicitors, Southampton-street, Bloomsbury, London. Jan. 21; V. C. H. at twelve o'clock.

HARRIS (Hamlyn L.), 2, Eastfield Villa, Woburn-upon-Trym, Gloucester. Dec. 23; E. E. Salmon, solicitor, 50, Broad-street, Bristol. Jan. 8; V. C. M. at twelve o'clock.

HIDER (Wm.), The Vine Tavern, Broad-street, Ratcliffe, Middlesex, licensed victualler. Dec. 31; S. Ratcliffe, solicitor, 3, St. Michael's-alley, Cornhill, London. Jan. 9; V. C. M. at twelve o'clock.

JONES (David), Royal Oak, Trevinor, near Swansea, licensed victualler. Dec. 30; Brown and Collins, solicitors, Swansea. Jan. 12; V. C. H. at Twelve o'clock.

JAMES (Thos.), 21, Threadneedle-street, and the Stock Exchange, Dec. 23; H. W. M. Jackson, solicitor, 25, Lincoln's-inn-fields, London. Jan. 11; V. C. H. at Twelve o'clock.

KING (Chas.), East Donyland, Essex, shipowner. Dec. 12; H. S. Good, solicitor, Colchester, Essex. Dec. 19; V. C. M. at Twelve o'clock.

LEWIS (Wm.), Corner House, Market-square, Tregaron, Cardigan, shopkeeper. Jan. 6; T. Jones, solicitor, Llandovery, Carmarthenshire. Jan. 22; M. R. at twelve o'clock.

LOPEZ (Therese GONCALVES (Joas B.)), Rio de Janeiro, Brazil, and Villa de Conde, Portugal, merchant. March 3; J. R. Upton, solicitor, 20, Austin-frairs, London. March 13; M. R. at two o'clock.

MORLEY (Eliza), 32, Chausse de Charleroy Quarleroy, Quartier Louise, Brussels, spinster. Jan. 11; F. T. Dubois, solicitor, 15, King-street, Cheapside, London. Jan. 25; V. C. H. at twelve o'clock.

NEWMAN (Wm.), 54, Chapel-street, Liverpool-road Middlesex, builder. Dec. 30; J. Lettis jun., 8, Bartlett's-buildings, Holborn-circus, London. Jan. 11; V. C. H., at twelve o'clock.

PAGE (Henry), Basset, Southampton, solicitor. Jan. 11; Jas. J. Darley, solicitor, 36, John-street, Bedford-row, London. Jan. 21; V. C. H. at twelve o'clock.

PAER (Jos.), Oldbury, gentleman. Dec. 31; E. and A. Caddick, solicitors, West Bromwich. Jan. 14; V. C. M., at twelve o'clock.

PAYNE (Sir Coventry), Bart., Wootton House, Bedford. Jan. 6; J. H. Blood, solicitor, Witham, Essex. Jan. 29; V. C. H. at twelve o'clock.

PEARSON (Harriet), 13, St. James's place, St. James's-street, Middlesex, and 11, G. F. Cooke, solicitor, 3, Serle-street, Chancery-lane, Middlesex. Jan. 21; V. C. M., at twelve o'clock.

PHILLIPS (Wm.), Royal Exchange-buildings, London, and Reigate Lodge, Surrey, shipowner. Jan. 2; S. Walters, solicitor, 3, Finsbury-circus, London. Jan. 18; V. C. M., at twelve o'clock.

RAMSAY (Mary A.), Starrrove House, Newbury, Berks. Jan. 6; R. Pope, solicitor, 17, Lincoln's-inn-fields, Middlesex. Jan. 18; V. C. M., at twelve o'clock.

SANDERSON (Ann), 7, Russell-street, Covent-garden, Middlesex, baker and confectioner. Jan. 11; C. R. Berkeley, solicitor, 6, South-square, Gray's-inn, Middlesex. Jan. 16; V. C. H. at Twelve o'clock.

STEBBINGS (Jos. R.), Southampton, solicitor. Jan. 2; J. P. S. Roberts, solicitor, 7, Leadenhall-street, London. Jan. 19; V. C. M. at Twelve o'clock.

STEVENSON (Rev. John), Ventnor, Isle of Wight. Dec. 23; S. Carey, solicitor, 6, Grocer's Hall-court, Poultry, London. Jan. 8; V. C. B. at Twelve o'clock.

STOCKDALE (Rev. Jos.), Kinger's Vicarage, Lincoln. Dec. 21; C. T. Foster, solicitor, 14, King's-road, Bedford-row, London. Jan. 12; V. C. M., at two o'clock.

THOMPSON (John), late of Alexander-terrace, formerly called Albion-terrace, Chelsea, Middlesex, and Belmont St. Peters, Margate, Kent, Esq. Jan. 1; J. H. Wrentmore, solicitor, 61, Chancery-lane, London. Jan. 16; M. R., at eleven o'clock.

WHITE (Wm.), North London Railway Hotel, Kilburn, Middlesex, builder. Dec. 15; John Wood and Co., solicitors, 3, Bucklersbury, London. Dec. 23; V. C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

AGNEW (John V.), formerly of Holmbush, Sussex, and Heidelberg, Germany, and 2, Oxford-square, Bayswater, Middlesex, and late of Moorcroft House, Hillingdon, Middlesex, Esq. Jan. 13; Wilkinson and Drew, solicitors, 18, Bedford-square, London.

ARROWSMITH (Peter), Town Gella, near Ormskirik, formerly wheelwright and blacksmith, late of business. March 1; Bradley and Steinforth, solicitors, 93, Burscough-street, Ormskirik.

BARRIS (Carlos A.), Lille, France, gentleman. Dec. 27; Abrahams and Roffey, solicitors, 8, Old Jewry, London.

BARRETT (John), Aldeburgh, Suffolk, grocer and draper. Jan. 20; Jackman and Sons, solicitors, 37, Silent-street, Ipswich.

BEEBE (Thos. L.), formerly of Willey-court, late of Brook House, Stapleton, Hereford, Esq. Feb. 4; Thompson and Groom, solicitors, 3, Raymond-buildings, Gray's-inn, Middlesex.

BICH (Edith), formerly of Betchton, Chester, farmer, late of Sandbach Heath, Sandbach, Chester, gentleman. Jan. 22; Latham and Bygott, solicitors, Sandbach.

BERKELEY (Robert), Speechley Park, Worcester, Esq. Jan. 15; Ward and Co., solicitors, 1, Gray's-inn-square, London.

BETTS (Wm. Henry), 23, High-street, Warwick, gentleman. Jan. 21; Newsum and Chadwick, solicitors, Old-square, Warwick.

BIGG (Edward), Eastend, Minster, Isle of Sheppey, Kent, farmer. Jan. 15; W. Webb, solicitor, 22, Queen Victoria-street, London. E.C.

BLANCHLEY (Henrietta), Badleigh Salterton, Devon. Dec. 20; Lewin and Co., solicitors, 32, Southampton-street, Strand, London.

BOTTON (Henry D.), Putney, Goldington, Bedford, gentleman. Dec. 31; Thos. J. Jacks, St. Mary's, Bedford.

BOWEN (Ann), Ombersley, Worcester, widow. Dec. 31; Frederick and Heary Corbett, solicitors, Avenue House, The Cross, Worcester.

BREWER (John), Monckton House, New Town, Didcot, Berks, contractor. Dec. 16; J. Ablett, solicitor, 65, Cambridge-terrace, Hyde park, Middlesex.

COMLEY (John W.), Chass Side, Enfield, Middlesex, gentleman. Dec. 31; W. M. Sherring, solicitor, 2, Lincoln's-inn-fields, London.

CRONIN (Abraham B.), Burnham, Essex, farmer. Dec. 31; E. Woodward, solicitor, 2, Ingram-court, Fenchurch-street, London.

DALY (Wm.), Stonal, Kempsey, farmer. Jan. 14; Bate Palmer, farmer, Woodhall, Kempsey, Worcester.

DAVIDSON (Thos.), 14, St. George's-place, Hyde park, Middlesex, gentleman. Dec. 31; Capron and Co., solicitors, Savile-place, Conduit-street, Middlesex.

DAVIS (Percival), formerly of High-street, Mortlake, Surrey, and late of The Terrace, Barnes, Surrey, plumber, Jan. 1; Morley and Shirreff, solicitors, 13, Palmerton-buildings, Old Broad-street, London.

DENT (Elizabeth), 4, Dorset-road, New Windsor, Berks. Dec. 27; Woolcott and Leonard, solicitors, 61, Gracechurch-street, London.

DODDS (Ralph), Bentinck-terrace, Newcastle-upon-Tyne, Esq. M. R. at 12 o'clock. Asa A. Philipson, solicitor, 65, Pilgrim-street, Newcastle-upon-Tyne.

FISHER (Dr. Wm. W.), M.D., Downing College, Cambridge. Feb. 1; Crowdy and Son, solicitors, 17, Serjeant's-inn, Fleet-street, London.

FRAMPTON (John De Kewer), 17, Talbot-square, Hyde-park, Middlesex, Esq. Feb. 1; Crowdy and Son, solicitors, 17, Serjeant's-inn, Fleet-street, London.

FROST (John), Mansfield, Notts, painter. Dec. 21; Handley and Walkden, solicitors, Mansfield.

GILES (Robert), Holly Cottage, Chesnut-road, Tottenham, Middlesex. Dec. 31; John Giles, Holly Cottage, Chesnut-road, Tottenham.

GOLDSTRAW (Paul), Colmore-place, Church-street, Loxells, in the Manor of Aston, Warwick, gentleman. James and Oertson, solicitors, 35, Bennett's-hill, Birmingham.

HARKER (Mary), late of 13, Dartmouth-terrace, and formerly of Florence-road, Deptford, Kent, spinster. Feb. 1; G. H. Radford, solicitor, 1, Quality-court, Chancery-lane, Middlesex.

HENDERSON (Dr. Wm.), M.D., Mobile, Alabama, U.S.A. Feb. 1; E. F. B. Harston, solicitor, 1, Gresham-buildings, Old Broad-street, London.

HESSE (Rev. Frederick L.), Bowberron, Somerset. Dec. 31; James and Simmons, solicitors, Wington, East Somerset.

HOCKLEY (Elizabeth), 633, Old Kent-road, Surrey, spinster. Feb. 1; E. Mirams, solicitor, 5, New-inn, surand, Middlesex.

HOLMES (Hyla), Dorset Cottage, Lark-hill, near Worcester, gentleman. Jan. 31; J. Stallard, solicitor, 3, Pierpoint-street, Worcester.

HOLLINGTON (Ann), Clarence House, Acre-lane, Brixton, Surrey, widow. Jan. 1; Pattison and Co., solicitors, 50, Lombard-street, London.

HOW (Daniel), Edgware, Middlesex, farmer. Jan. 7; T. E. Peacock, solicitor, 12, South-square, Gray's-inn, London.

KEISON (Arthur V.), 274, Oxford-street, and 11, Hill-road, Abbey-road, St. John's-wood, Middlesex, merchant. Jan. 1; J. R. Bailey, solicitor, 8, Tokenhouse-yard, London.

KEMP (Chas.), formerly of Cranbrook, Kent, innkeeper. Jan. 13; Wilson, Farrar, and Philpott, solicitors, Cranbrook.

KEMP (Eliza), formerly of Cranbrook, widow. Jan. 13; Wilson and Co., solicitors, Cranbrook.

KEY (John), Paul-street, Finsbury, Middlesex, gentleman. Dec. 31; Sheffield and Sons, solicitors, 52, Lime-street, London.

LANGDALE (Wm. A.), 15, Ladbrook-square, Notting-hill, Middlesex, Esq. Jan. 5; Stephens and Co., solicitors, 30, Bedford-row, London.

LEE (Jas.), 2, Upper-street, Islington, Middlesex, chemist and druggist. Jan. 10; Tamplin and Co., solicitors, 159, Fenchurch-street, London.

LEWIS (John), 1, Summer-hill-villas, Isca-terrace, Maindee, Christchurch, Monmouth, gentleman. Jan. 1; J. T. Davies, solicitor, 38, Moorgate-street, London.

LEW (David), Brankome House, Oxton, Birkenhead, and 15, Sweeting-street, Liverpool, merchant. Jan. 12; F. D. Lownds, solicitor, 3, Brunswick-street, Liverpool.

MARTIN (Helen), 3, Royal-crescent, Bath, spinster. Jan. 20; Soames and Thompson, solicitors, 17, Moorgate-street, London.

MATTHEWS (Jos. P.), Honsham Tye Farm, Matching, Essex, Esq. Jan. 1; Aldridge and Thorn, solicitors, 31, Bedford-row, London.

MCCUNN (Archibald), Clydesdale House, Brighton, Esq. Jan. 31; Brooks and Co., solicitors, 7, Godliman-street, Doctor's-commons, London.

MERRIMAN (Ellen), Lewes, Sussex, spinster. Jan. 5; Hunt and Co., solicitors, Lewes.

MURDOCH (Mrs.), Aylesbury, hairdresser and perfumer. Jan. 31; Tindal and Baynes, solicitors, Aylesbury.

POLHILL (Chas.), formerly of Sandridge, near Sevenoaks, Kent, late of King's Lynn, Norfolk, Esq. Jan. 31; Woodroffe and Plaskitt, solicitors, 1, New-square, Lincoln's-inn, Middlesex.

POWELL (Anne E.), 4, Kensington Park-gardens, Middlesex, widow. Jan. 1; M. Curtler, solicitor, Worcester.

PRESTON (Jabez B.), Kentish-buildings, Southwark, Surrey, hop merchant. Jan. 12; Deane, Cunnib, and Co., solicitors, 14, South-square, Gray's-inn, Middlesex.

RANSON (John), Kingston-upon-Hull, gentleman. Feb. 1; Gale and Middlemiss, solicitors, 11, Parliament-street, Hull.

REBERSON (John), Cock Tavern, Kilburn, Middlesex, licensed victualler. Jan. 16; Layton and Co., solicitors, 29, Budge-row, Cannon-street, London.

BOWLAND (Jonathan), Barwick-upon-Tweed, solicitor. Feb. 1; S. Sanderson, solicitor, Berwick-upon-Tweed.

RUXTON (Anna E.), Lower Fitzwilliam-street, Dublin, widow. Dec. 31; Hallows and Hallows, solicitors, 34, Vestal-row, Dublin.

ST. JOHN (Robert), 31, Warwick-road, Maida-hill, Middlesex, Lieutenant-General in H.M.'s Bombay Army. Jan. 14; W. H. Tattam, solicitor, 338, Gresham House, Old Broad-street, London.

SHAW (Eli), Lees House, Linthwaite, York, woollen scribbler and spinner. Jan. 1; Laycock and Co., solicitors, Huddersfield.

SLEMAN (Philip R.), Montrose House, Clifton, Bristol, surgeon. Jan. 12; Press and Inskip, solicitors, Small-street, Bristol.

SMITH (Anne), Grindley House, Stoke-upon-Trent, widow. Jan. 1; C. E. Challinor, solicitor, Hanley.

SMITH (Emma), Derby, spinster. Jan. 15; John Gadsby, solicitor, Tenant-street, Derby.

SPECKMAN (Alfred L.), formerly of 16, St. Augustine-road, Camden Town, Middlesex, and late of 26, Rochester-road, St. Pancras, Middlesex, gentleman. Dec. 31; Collington and Slaughter, solicitors, 6, Mansfield-street, Portland-place, London.

SUFANNI (Maria), late of Florence, Italy, and formerly of 1, Albion-street, Hyde-park, Middlesex, widow. Jan. 1; Shaw and Co., solicitors, 8, Bedford-row, London.

TAYLOR (Jos.), Thurlstone, Penistone, York, plumber and glazier. Dec. 17; Furniss and Son, solicitors, Church-street, Sheffield.

THOMAS (John), formerly of Richmond Villa, Fulham-place, Paddington, Middlesex, late of Florentine Villa, 15, Blomfield-road, and 32, Alpha-road, St. John's-wood, Middlesex, sculptor and architect. Feb. 1; Wm. G. Slack, solicitor, 91, Mount-street, Grosvenor-square, Middlesex.

THOMSON (Anne), Marchioness of, formerly of 20, Royal-crescent, Bath, and late of 39, Grosvenor-place, Middlesex, widow. Feb. 1; Burne and Rooke, solicitors, 37, Gay-street, Bath.

WALKER (Henry), late of 85, Porchester-terrace, Hyde Park, and formerly of 5, Southampton-street, Bloomsbury, Middlesex, solicitor. Jan. 31; Walker and Co., solicitors, 5, Southampton-street, Bloomsbury.

WATKINS (John), late of Thatcham, Berks, and some time of 2, Falcon-square, London, surgeon. Dec. 31; Watkin and Clift, solicitors, 11, Gray's-inn-square, London.

WEBB (Jas.), St. James's-road, Great Malvern, land agent. Jan. 31; J. Stallard, solicitor, 3, Pierpoint-street, Worcester.

WATTS (Richard), formerly of 8, Bishopgate-street Within, London, and Tudor House, Upper Grove-lane, Camberwell, Surrey, late of 3, Springfield-road, St. Leonard's, Sussex, gentleman. Jan. 25; Wm. Elam, solicitor, 37, Walbrook, London.

WHEELER (Emma), Whitton, Leintwardine, Hereford, widow. Jan. 11; L. L. Clark, solicitor, Ludlow.
 WHOWELL (Chas.), Two Brooks, Tottington, Lancaster, bleacher. Feb. 1; J. Taylor and Son, solicitors, Bolton.
 VICKERS (John), Tipping Place, within Bolton, cotton spinner and manufacturer. Jan. 29; J. Gerrard, solicitor, Acrefield, Bolton.
 WIDOW (Elizabeth S.), 25, King Henry's-walk, Balls Pond-road, Middlesex, widow. Dec. 28; C. G. Scott, solicitor, 4, Colles-e-hill, Cannon-street, London.
 WILSON (Joshua), 4, Nevill-park, Tunbridge Wells, Kent, Esq. Jan. 15; Waterhouse and Winterbotham, solicitors, 61, Carey-street, Lincoln's-inn, London.
 WILSON (Rose), 5, Kensington palace, Bath, spinster. Dec. 15; Pattison and Co., solicitors, 50, Lombard-street, London.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

LAND INTENDED FOR PUBLIC PURPOSES—CONSTRUCTION OF SEWER—LUMP SUM AWARDED—PROSPECTIVE DAMAGE.—Arbitrators determining compensation under the Public Health Act 1848 may take into account all prospective damage to the land taken for the purposes of the Act. By sect. 47 of the Public Health Act 1848 "no building may be erected over a sewer of the local board of health without the written consent of the board, first had and obtained." By sect. 144, "full compensation shall be made to all persons sustaining any damage by reason of the execution of the powers of the Act." To a declaration for nonpayment of a sum awarded to the plaintiffs as compensation for the construction by the defendants of a sewer under the land of the plaintiffs, in execution of the powers of the Act, the defendants pleaded that, in making up the said sum, the umpire under the arbitration had taken into consideration, first, the improbability that the defendants would give the plaintiffs leave to build under sect. 47; secondly, the defective construction of the sewer; and, thirdly, the stenches proceeding from the sewer. Held, bad pleas: (*Uttley v. Todmorden Local Board*, 31 L. T. Rep. N. S. 445. C. P.)

FALSE PRETENCES—AUTHORITY TO DRAW CHEQUES—OBTAINING GOODS BY WORTHLESS CHEQUES.—Goods were fraudulently obtained by giving for them in payment as cash, cheques on some banks where the prisoner had only trifling sums, and some others where his account was overdrawn; and it was found by the jury that when the prisoner gave the cheques he did not intend to meet them, and that he intended to defraud. The indictment charged that the prisoner falsely pretended that he then had money in the banks to the amount of the sums mentioned in the cheques, and that he had authority to draw the cheques on the banks; and that the paper writings (the cheques) which he so gave were good and valid orders for the payment of the amounts thereof. Held, that the above evidence did not support the first false pretence that he then had money to the amount of the cheques; but that it did the other two that he had authority to draw the cheques, and that they were good and valid orders for the payment of the amounts thereof: (*Reg. v. Hazelton*, 31 L. T. Rep. N. S. 451. Cr. Cas. Res.)

GREENWICH POLICE COURT.

Tuesday, Dec. 8.

(Before Mr. PATTESON.)

Yearly tenants and railway extension.

The sitting magistrate gave judgment in a claim for compensation made by Michael Hickey, a constable employed in Greenwich Park, against the South-Eastern Railway Company, for requiring him to give up possession of two houses for the extension of their line of railway to Woolwich from Greenwich. The claimant was, and had been for some years, in possession of two houses, at yearly rents, amounting to £32 10s., near Greenwich Park. Both of these houses were let out in tenements, realising an income of 27s. per week, including 5s. per week admitted value of two rooms occupied by the claimant in one of the houses. In addition to value of certain fixtures, and the loss of £13 5s., the money taken in selling flowers grown on land belonging to the houses, and £4 8s. per annum earned in keeping gardens near the park, he claimed compensation for these losses, as it would be impossible for him to obtain houses with such advantages and at such rents.

Mr. Ryder, surveyor for the company, said that the houses were let at their full value, taking into account the outgoings, in addition to rent, of parochial and water rates. He said that in removing this class of property it had become a custom, which was considered very fair, to offer yearly tenants the amount of a year's rent. In the present case this would be £32 10s., and, including the loss of garden work and the cost of removal, he thought that if £37 8s. was awarded it would be sufficient.

Mr. PATTESON said he did not think this offer was sufficient. His judgment was that compensation to the extent of £50, and £5 5s. costs, should be made, and he ordered accordingly.

MARITIME LAW.

NOTES OF NEW DECISIONS.

INSURANCE—POLICY ON CARGO—EXTENT OF IMPLIED WARRANTY OF SEAWORTHINESS—DECK CARGO—JETTISON—RISK TO SHIP AND CARGO.—A policy of insurance was made "on wine in casks, on or under deck" in a named ship. The wine was stowed wholly on deck, and so loaded the ship was unable to stand the rough weather which she encountered, except by jettison of the wine; she was, however, in respect of herself and the under-deck cargo, at no time in very real danger, on account of the facility with which the deck cargo could be got rid of, which was effected by staving in the casks of wine. The weather was of the rough character to be expected at the time of year. In an action against the underwriters for the loss of the wine, it was held that the warranty of seaworthiness implied on voyage policies extends to the ship, including the cargo, and is not fulfilled if the ship only can be made safe on an ordinary voyage by the destruction of the insured cargo. In a policy on cargo, the implied warranty that the ship is seaworthy, cannot be considered to contemplate the destruction, in order to save the ship on an ordinary voyage, of that very cargo which is the subject matter of insurance. *Semble*, that if the policy had been on the ship and under-deck cargo, and not on the deck cargo, the implied warranty of seaworthiness would have been satisfied by the safety of the ship and under-deck cargo, and would not have been effected by the peril to or loss of the deck cargo, provided that the latter, by reason of the facility with which it could have been got rid of, would have caused no danger to the ship, or subject-matter of insurance: (*Daniells v. Harris*, 31 L. T. Rep. N. S. 408. C. P.)

COLLISION—DAMAGE TO PIER—LIABILITY OF SHIP—RIGHT OF UNDERTAKERS.—The owners of a pier, who are undertakers within the Harbours, Docks, and Piers Clauses Act 1847, acquire, under sect. 74 of that Act, a maritime lien in respect of any damage done to their pier by a ship, and may proceed *in rem* to recover that damage in the High Court of Admiralty, and the shipowners are debarred by sect. 74 from setting up the defence of inevitable accident. *Dennis v. Tovell* (27 L. T. Rep. N. S. 482; L. Rep. 8 Q. B. 10) followed. Where a limited company, duly constituted by provisional order made under the General Piers and Harbours Act 1861 and 1862, as the undertakers of a pier, within the meaning of the Harbours, Docks, and Piers Clauses Act 1847, is voluntarily wound-up, and its property sold by the liquidator, a purchaser of the pier has transferred to him both the property and the rights of the original undertaker, becomes the undertaker, within the meaning of the last-mentioned Act, and can recover against a ship for damage done to his pier by that ship, although such damage be the result of inevitable accident: (*The Merle*, 31 L. T. Rep. N. S. 447. Adm. Ct.)

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

WILL—CONSTRUCTION—PRECATORY TRUST—ABSOLUTE INTEREST.—Testator gave his real and personal estate to his son, the plaintiff, appointing him his executor "in trust for the payment, execution, and discharging the intentions and devises thereafter made, and to which my said property, real and personal, so devised, is hereby made subject." Testator then made several bequests, and gave the residue of his real and personal estate to the plaintiff after payment of his debts, "requesting him that if he should not find an opportunity to dispose of my freehold estate at W. greatly to his advantage and for the benefit of his family, that the said estate should belong after him to his eldest son." Held, that no trust was created of the estate at W. in favour of the plaintiff's family or his eldest son, but that the plaintiff took it absolutely: (*House v. House*, 31 L. T. Rep. N. S. 427. V. C. B.)

VERBAL AGREEMENT FOR LEASE—STATUTE OF FRAUDS—PART PERFORMANCE.—The plaintiff, who was proposing to enter into business as a milliner, was induced by C. to abandon the project, C. promising her verbally that she should occupy a leasehold house of C.'s during her (the plaintiff's) life, the plaintiff to pay the ground rent, rates and taxes, and maintain herself by letting lodgings. The plaintiff thereupon abandoned the idea of the millinery business, and entered into possession of C.'s house, and continued there for several years until C.'s death, paying the ground rent, rates, and taxes. C., by her will, bequeathed the house to P., who brought an action of ejectment against the plaintiff, who thereupon filed a bill to restrain the action. Held, that there had been a part performance of the verbal contract between the plaintiff and C.

sufficient to take the case out of the Statute of Frauds: (*Coles v. Pilkington*, 31 L. T. Rep. N. S. 423. V. C. M.)

COUNTY COURTS.

NOTES OF NEW DECISIONS.

APPEAL—SECURITY FOR COSTS—OMISSION TO GIVE SECURITY WITHIN FOURTEEN DAYS—13 & 14 VICT. c. 61, s. 14.—A strict compliance with sect. 14 of the 13 & 14 Vict. c. 61, which requires that an appellant in a County Court appeal shall, within ten days after the determination of the case, give security for the costs of the appeal, will be enforced, unless it has been waived by the conduct of the respondent, or the default has been occasioned by no act of the appellant. Judgment having been given in a County Court against B. on the 7th Aug., notice of appeal was duly given. On the 14th the costs were taxed. At that time (as was stated on affidavit) upon inquiry by the defendant's attorney's clerk, he was informed by the registrar, that "it only remained for the money to be paid into court," whereupon the taxed costs and the damages were accordingly paid into court. On the 19th the registrar wrote to the defendant's attorney, calling his attention to the fact that no deposit had been made to secure the costs of the appeal; whereupon a correspondence ensued, in which the plaintiff's attorney called the registrar's attention to the intimation he had given to his clerk at the time of the taxation of the costs, and at the same time sending the cheque of the defendant for £50 to answer such costs of appeal. This, the registrar refused to accept as being too late. Upon application to the County Court judge to sign the case he refused to do so, on the ground that security for costs had not been given in due time. Upon an application to this court for a rule calling upon the County Court judge to sign such case: Held, that the neglect to give security for costs within the fourteen days was fatal, and the rule was refused: (*Blenkaine v. Statter*, 31 L. T. Rep. N. S. 413. Ex.)

BATH COUNTY COURT.

Thursday, Nov. 12.

(Before C. F. D. CAILLARD, Esq., Judge.)

BOLWELL v. DAWSON.

An attorney sued for breach of contract.

THIS was a somewhat peculiar action, in which the defendant, Mr. Roger Dawson, a solicitor practising in Bath, was sued for the recovery of £15 12s., a part of the costs in a divorce suit, to which plaintiff was co-respondent, and a woman, named Short, respondent, which amount, it was contended, defendant had promised to return to Bolwell, on the completion of the case.

Bartrum appeared for the plaintiff, and Dyer for the defendant.

A jury was empanelled to try this case.

The case was partially heard some time since, when in his opening remarks

Bartrum stated that when his client retained Mr. Dawson to conduct his and Mrs. Short's case in the Divorce Court, he agreed to carry it through for £5, which amount was paid him, but that he afterwards repeatedly applied to plaintiff for further sums on account, and that he received altogether £20 17s., of which £13 was obtained from the Western Monetary Company on the security of Mr. W. Veater. The whole of this amount, except the £5, for which it was alleged the case was undertaken, was to have been returned on the conclusion of the case. This it was alleged had not been done.

Bartrum remarked that for conducting Mrs. Short's case, £5 would have been a windfall, as the costs could have been taxed daily, and the amount obtained from the petitioner in the suit. He also imputed negligence in the conduct of the case to Mr. Dawson, who, he said, did not instruct counsel to represent Mr. Bolwell as he ought to have done, and that no application being made for costs for the co-respondent they were not allowed.

The plaintiff was called, who deposed that such an arrangement was made as that Mr. Bartrum had spoken of. In this he was supported by Mrs. Short, who also deposed to receiving numerous pressing applications from defendant for sums he stated were necessary to the conduct of the case. Both stated that they were present in Westminster Hall while the case was proceeding, and that no counsel appeared for Bolwell. Mrs. Short stated further that on the completion of the case Mr. Dawson came and congratulated her on her success, and stated that every shilling she and Bolwell had paid would be returned.

Mr. W. Veater, contractor, deposed that Mr. Dawson applied to him to advance £5, which would cover the whole costs.

Dyer said that no such agreement as had been spoken of was made, but that his client assured

plaintiff that the costs in the case would be about £20, and told him £10 must be paid immediately, and the remainder when the case came on for trial. He had great difficulty in obtaining payment of any of these sums. Mr. Bartrum considered the offer of £5 for the case a windfall in such a matter, but Mr. Dawson had been in very stormy weather ever since. In commenting upon the plaintiff's case he remarked that originally Mr. Bartrum informed defendant in a letter that he was instructed by Mrs. Short to apply to him for money, and that Bolwell denied instructing defendant. Now, however, Bolwell was the plaintiff, and it was stated that he did instruct Mr. Dawson. Defendant stated that he told Bolwell, who came to him with a citation to the Divorce Court, that the costs of defending the action would be about £20. He made no promise that the money they paid should be returned, but told them theirs and the witnesses' expenses would be paid when the case was concluded. Mr. Watkin, the defendant's London agent, deposed that he conducted the case in London for Mr. Dawson, and that he was fully supplied by him with materials for working it up. There was no negligence on Mr. Dawson's part. Counsel was instructed, and application made for costs for the co-respondent, but they were refused. Mr. Dawson did not tell Bolwell and Mrs. Short that they would have every shilling they had paid returned to them. She asked him when they would have their money returned. He believed that this referred to the witnesses' expenses, and Mr. Dawson told him it would be done when the costs were taxed.

In replying upon the case, Bartrum said Mr. Dawson never ought, as an honest or well-informed attorney, to have undertaken Bolwell's case, as it was indefensible, and he must have known that no costs would be allowed; also that the costs in Mrs. Short's case could have been obtained daily, and that £5 was therefore sufficient for conducting the case on her behalf.

HIS HONOUR, in summing up the case, said it was altogether improbable that any solicitor would have undertaken the defence of both cases for £5, and leave himself responsible for the balance of the costs. It was true that the costs of the respondent were provided for by the rules of the Divorce Court, but no such provision was made for the defendant. After reading the evidence for the plaintiff, and commenting upon some portions of it, he remarked that there were serious discrepancies between the statements of the plaintiff himself and his witnesses.

The question submitted to the jury was whether there was a contract to conduct the case for £5. After a long consultation they gave a verdict for the defendant.

BURNLEY COUNTY COURT.

Nov. 5 and 26.

(Before W. T. S. DANIEL, Q.C., Judge.)

CROSSLEY v. RHODES.

Executors' contracts—Warranty—Breach of—17th sect. Statute of Frauds—Power of amendment under 19 & 20 Vict. c. 108, s. 57, discretion as to exercise of power.

Baldwin (Burnley), for plaintiffs.

Banks (Selby), for defendants.

HIS HONOUR delivered judgment as follows:—This action was brought to recover the sum of £20, as damages for breach of contract. The particulars in the action are as follows: For that the plaintiffs bought from the defendants twenty casks of apples in the month of September 1874, which were warranted by the defendants to be similar and equal in all respects to a sample then produced and shown by the defendants to the plaintiffs. Yet the said twenty casks of apples were not similar, and were much inferior in quality to the said sample, whereby the plaintiffs have sustained damage to the amount of £20. The plaintiffs are wholesale fruit dealers at Burnley, and the defendants are wholesale fruit dealers at Selby, and large importers of apples from Belgium. These apples are purchased from and packed in casks by the growers in Belgium, and are sent by sea in steamers direct from the port of Belgium to Goole. The days of arrival of the steamers are Mondays and Fridays during the fruit season. Being perishable goods, it is the practice of the defendants when expecting a cargo of fruit to arrive, to send their travellers into the manufacturing districts to solicit orders in expectation of the fruit to arrive, and on its arrival to dispatch any for which orders may have been obtained to their customers by rail, without delay, advising their customers of the dispatch of the fruit, and accompanying the advice with an invoice. In the present case the defendants expected a consignment of apples of the sort known in the trade as stripes, to arrive by the steamer due at Goole on Monday 15th Sept. 1874. On Thursday the 11th Sept., the defendants' traveller (Burton) called on the plaintiffs and solicited an order for "stripes," and named

46s. per cask as the price. One of the plaintiffs (both being present) said they had recently bought apples (stripes) at 44s. The traveller said (as was the fact) this description of apple were rising in price, as the season for them was nearly over, and the plaintiffs then took the traveller to their yard and showed him the apples they had bought at 44s.; they were good and sound apples, and then, before any bargain was made, a conversation took place, upon which the question in this case turns:—the plaintiffs allege that they said to the traveller, "Are yours as good as these?" pointing to the apples; and that the traveller replied, "Yes; I warrant them as good, or better;" and the plaintiffs are confirmed in this statement by a witness, another fruit salesman, who was present (Bowker) that those were the very words used by the traveller—"Yes; I warrant them as good; or better." The traveller, in his evidence, denied having used any such words, but stated that what he said was this, admitting that the apples shown to him were sound and good, he said, "Well, the season for this sort of apples is nearly over, but the apples I send you, if you give an order, shall be as good as any by the next arrival"—meaning the cargo expected to arrive on the 15th. After this conversation the parties returned to the plaintiffs' warehouse, and the traveller then offered the plaintiffs twenty casks at 46s., but the plaintiffs declined to give an order, and the traveller left. Shortly after he had gone one of the plaintiffs called out to him to come back, and he came, and then the plaintiffs agreed to purchase twenty casks at 45s., and, as they allege, the traveller repeated the assurance that they should be as good, or better, than the sample he had seen; but this the traveller denied. In execution of the order twenty casks of apples from the cargo which arrived at Goole on Monday, the 15th, were dispatched by railway to Burnley, consigned to the plaintiffs, and arrived in due course on Tuesday the 16th, and due notice was given to the plaintiff of their arrival at the Burnley Station, and that they awaited their orders. On the following Thursday, the 18th September, the traveller called on the plaintiffs for payment of the invoice in due course, and asked if the apples had arrived and were satisfactory, to which the plaintiffs, meaning that the twenty casks had arrived, replied they had, and paid the amount £45. In fact, the plaintiffs had not then opened any of the casks, and had left them remaining to their order at the railway station, and did not remove them until Monday, the 22nd September. On that day they removed them, and upon several casks being opened the apples were found to be in a very unsound condition, and they must have been in an improper condition when packed abroad, for I was satisfied upon the evidence that, if they had been sound when packed, the time that had elapsed between their arrival at Burnley and their removal to the plaintiffs' premises would not have caused or contributed to their unsoundness, for if apples are sound when packed, and are properly packed, they keep better in the cask unopened than opened. The plaintiffs allege that they wrote immediately to the defendants complaining of the apples, and requiring them to take them back; but they received no answer. The defendants allege that they never received any such letter. On the following Thursday, the 25th September, the traveller called again on the plaintiffs as usual for further orders. He was then shown the apples, several casks being opened for his inspection, and he admitted they were bad, and said he had not seen any so bad this season, and added he would see the defendants and ask them to make an allowance. The plaintiffs did not hear again from the defendants, nor did the traveller call again. The plaintiffs afterwards sold the apples to the best advantage, and sustained a loss upon them of £20—the sum sought to be recovered in this action. As the particulars are framed, the plaintiffs can recover only upon establishing affirmatively the fact that it was a condition of the contract that the twenty casks of apples contracted to be supplied by the defendants should be similar to and equal in all respects to the apples the plaintiffs produced and showed to the defendants' traveller on the 11th Sept. At the hearing, judging as well as I could from the manner in which the witnesses gave their evidence, I was not satisfied that the traveller gave any further warranty or assurance than that the apples to be sent should be as good as any of the cargo to arrive on the following Monday; and, without suggesting that the evidence given by the plaintiffs and their witness, Bowker, was designedly untrue, I think it was coloured by the plaintiffs' interest. This case illustrates the sound policy of the Statute of Frauds, in requiring in such a case as the present a note or memorandum in writing of the bargain to be made and signed by the parties, to be charged with the contract as their agent thereunto lawfully authorised. I am satisfied that if a note in the terms alleged by the plaintiffs to have been the terms of the bargain had been submitted to the traveller for his signature, he would have declined to sign it, because it was not what he intended, and he could not bind his principals to a fact not within their knowledge. And I also think it probable that if the traveller had signed a note in the terms he states the plaintiffs would not have accepted it, and the result would have been that no order would have been given. But the order having been given under what I believe to have been an imperfect understanding between the parties of their mutual intentions, the statute afforded the plaintiffs a complete protection against any liability, if there was a mistake in the terms of the bargain as they understood it. When the apples arrived at the Burnley Station the plaintiffs were not bound to accept, much less pay for them, before examination and approval. Whatever the terms of the bargain may have been, if when the apples arrived the plaintiffs had opened and examined them and found them unsatisfactory, they might at once have rejected them and have informed the defendant that they refused to accept the apples, and that they remained at their risk and charge. There being then no note in writing of the bargain, nor any acceptance or part payment, if the defendant had brought an action against the plaintiffs for refusing to accept, the statute would have been a complete protection to the plaintiffs; but by the course they adopted in accepting and paying for the apples before examination, they had deprived themselves of this protection, and can now only rely upon the breach of a contract, which I think they fail to establish in evidence. If there were no more in the case, the only judgment I could pronounce would be a judgment of nonsuit, which would leave it open to the plaintiffs to bring another action, and submit the question upon the evidence to the decision of a jury. It appears to me, however, that upon the evidence as adduced at the hearing (and which, during the interval that has elapsed, I have had the opportunity of considering), the defendants have furnished the plaintiffs with a case against themselves, of which I have power to allow the plaintiffs the means of availing themselves if they desire to do so, and apply to me for the purpose. At the hearing the defendants, besides calling their traveller (who appeared to me to give his evidence with creditable fairness towards the plaintiffs as well as the defendants), called two witnesses to prove that a number of casks of the same description of apples from the same cargo had been sent at the same time to different places, some to Manchester, some to another fruit dealer at Burnley, and sold some at the same, others at a higher price than the apples sold to the plaintiffs, and that all those apples had proved sound and good, and had been accepted and paid for without complaint. This evidence was offered with a view of throwing a doubt upon the fact whether the apples sent to the plaintiffs were in such an unsound condition as represented. The cross-examination of these witnesses was directed to show that the apples they received might not have been part of the same cargo as the plaintiffs; but this fact had been proved by the evidence of one of the defendants, Caleb Rhodes. This evidence, in my opinion, proves satisfactorily that considerable quantities of the same description of apples, part of the same cargo, were sent to other customers of the defendants at the same time, and were of good and sound quality and condition; and that the apples sent to the plaintiffs, part of the same cargo, were of a bad and unsound quality and condition. This fact, the unsound condition of the apples, is proved, not only by the evidence of the plaintiffs and the witnesses they called, but also by the evidence of the defendants' traveller, who was shown the apples on the 25th Sept., saw their badness and unsoundness, and said he had not seen any so bad this season, and promised to see the defendants and ask them to make an allowance. The defendants refused to make an allowance, treating the payment of the £45, the amount of the invoice, by the plaintiffs without complaint at the time as conclusive. This payment, however, does not preclude the plaintiffs from recovering damages for breach of contract if they show a contract broken and damages resulting from the breach. If the plaintiffs had relied upon the representation made by the traveller that the apples to be supplied should be as good as any by the same arrival, and treated that representation as the condition upon which the contract was made, the defendants have by their evidence, shown a clear breach of that condition, and the damages the plaintiffs have sustained may properly be treated as the result of such breach. And if the particulars are amended so as to state the contract in that form and the breach accordingly, the plaintiffs would be entitled to judgment for the amount they claim. If the plaintiffs desire to have the suggested amendment made, I am willing to give them the opportunity of applying to make it. Whether I have power to do so depends upon the construction of sect. 57 of

the 19 & 20 Vict. c. 108; and whether I should exercise the power and upon what terms will depend upon the circumstances of this case. If the plaintiffs do not desire to apply to amend, then the judgment to be now entered will be a nonsuit without costs. If they desire to make the application to amend, then I will give them leave to serve the defendants with notice of the application to be heard at the next court on the 10th Dec. next. If the defendants consent, I will hear and dispose of the application now. The amendment will be as follows: For that the plaintiff, on the 11th Sept. 1874, bought from the defendants twelve casks of apples, part of a cargo of apples expected to arrive from Belgium on the 15th Sept. 1874, and the defendant's represented and warranted to the plaintiff that the apples, so bought by them, should be equal in quality to any other apples, part of the same cargo, and the plaintiffs bought their apples on the faith of such representation and warranty. Yet the said twenty casks of apples, so bought by the said plaintiffs, were not equal in quality to other large quantities of apples which were part of the same cargo, but were much inferior in quality; and by reason of such breach of representation and warranty by the defendant, the plaintiffs have sustained damage to the amount of £20, which sum they claim from the defendants.

Plaintiffs elected to accept nonsuit without costs.

COVENTRY COUNTY COURT.

Tuesday, Oct. 27.

(Before RICHARD HARRINGTON, Esq., Judge.)

HAYWOOD v. LUCAS.

Donatio mortis causa—Gift of note upon bank for money deposited—Deposit note—What constitutes.

THE plaintiff sued defendant as administrator for gift alleged to have been given to plaintiff's wife by defendant's testator, on his death bed.

Montague Wilks, solicitor, Coventry (Dewes, Son, and Wilks), for the plaintiff.

Charles Becke, solicitor, Northampton, for defendant.

This case was somewhat a remarkable one, it came before a jury on an issue of fact, directed by his Honour to try whether the alleged gift had or had not been made to plaintiff's wife by defendant's testator. After some discussion as to the admissibility of an affidavit made by plaintiff's wife, who was dying, and had been examined *de bene esse* by the registrar of the court, his Honour decided the evidence could be received, and after witnesses had been called on both sides, and Messrs. Wilks and Becke had addressed the jury, a verdict was found for the plaintiff.

Becke then contended that the gift, if made, was not a subject of a *donatio mortis causa*, and that at most it was on all fours with the presentation of a cheque or mere receipt for money, and that the cases as a whole were against the kind of gift in this case, being held to be a *donatio*, and that the note here was not a deposit note at all, but a mere acknowledgment as a banker's pass book.

Wilks contended, on the other hand, that the cases as a whole, were now quite clear that documents passing only quasi legal or equitable rights, were fit subjects of a *donatio*, and that the current of decisions made this case within the limit of such gifts. He, moreover, urged that this very case had been decided in *Witt v. Amiss* and *Moore v. Moore*, quite recently, and that the document here was in fact a deposit note, and only that from its wording and from the fact that the bank had no other form.

HIS HONOUR considered the case a most remarkable and important one, and postponed his judgment.

Nov. 24.—HIS HONOUR delivered judgment as follows:—This was a plaint filed for the purpose of establishing a *donatio mortis causa* by Samuel Lucas, deceased, whose administrator, defendant is, of a sum of £100 deposited by the deceased with the Coventry Union Banking Company very shortly before his death to the female plaintiff. The facts as found by the jury are as follows: The deceased man on the 29th Aug. 1866, being and knowing that he was in *extremis* gave to the female plaintiff a bag containing a small sum in gold and a deposit receipt of the Coventry Union Banking Company for £100, saying words to the effect that he wished to make her a present of the amount, and that the note was as good as money. The female plaintiff took possession of and retained and still retains the note in question. The deceased died within a few hours of the gift. The evidence establishing these facts was in some degree open to suspicion and the transaction occurred in 1866, or eight years ago but (although I should not have been dissatisfied if the jury had found the other way) I cannot say that there was not evidence to go to them of the facts which they found, and they were duly cautioned as to the necessity of being fully convinced of the truth of a story of this

description before establishing it by their verdict. The question then which remains to consider is, whether upon the facts thus established there was in law a good *donatio mortis causa* of the amount to which the deposit receipt related. The law on this subject is fully discussed by Lord Chancellor Hardwicke in the case of *Ward v. Turner* (2 Ves. Sen. 431), and in the notes to that case in the 1st vol. of White and Tudor's Leading Cases in Equity. In that case Lord Chancellor Hardwicke held that the delivery of the receipt for the purchase money of South Sea Annuities was not a delivery of the annuities themselves, although it did not appear that the deceased had any other transferable indicia of the property in the annuities which he could deliver, and his Lordship distinguished the case of the delivery of a bond (*Snellgrove v. Baily*, 3 Atk. 214) by pointing out that the delivery up of the bond at least gave the donor authority to cancel or destroy it, and thus relieve the debt, so that the bond was something more than mere evidence of the debt. This was followed in the House of Lords by that of *Duffield v. Elms* (1 Bligh. N. S. 497), applying the same principle to the case of mortgage deeds accompanied by a bond as collateral security. The cases have been followed by others to which I do not think it necessary to refer in detail, but which will be found cited in Williams on Executors, 6th edit., pp. 730 *et seq.*, and which, so far as it is possible to deduce any rule from them, appear to establish that whilst the delivery of the means of getting at property incapable of being manually delivered will operate to perfect a *donatio mortis causa*, the delivery of a mere symbol will not. Now let us see what the document in question is. It is in this form:

No. 1717. Coventry Union Banking Company
Coventry, 29th Aug. 1866.
Received from Mr. Samuel Lucas one hundred pounds, to be accounted for here at thirty days' notice.
For the Company,
£100. E. M. SWAN, Manager.
Entered, M. Lewis.
(Not Transferable.)

Upon the face of it it is therefore a mere memorandum that the bankers have received a certain sum of money, and the only way in which it differs in substance from the ordinary accountable receipt of a banker acknowledging a remittance is that it exonerates the banker from liability to account to his customer until he has received thirty days' notice, and it is specially expressed "not transferable." Were I left to my own unassisted judgment, I am bound to say that I should consider such a piece of paper as a mere symbol and nothing more. No doubt it is evidence against the banking company of the existence of a debt by them to the deceased, and it was stated, but not proved, that the thirty days' notice required was by the custom of bankers an implied provision to pay interest on the amount deposited. But the possession of this document, by its express terms, comprised in itself no title to the sum represented by it, for it is not transferable, and its loss or destruction by its owner, though it might have embarrassed him in proving the debt due from the banking company, would not preclude him from establishing his claim by other evidence, or operate as a release to the debtor. Indeed, I do not understand the distinction between a receipt of this kind and an ordinary accountable receipt or pass book made up by the banker, each of which would be evidence against him of a debt, but the possession or absence of possession of which would not effect the capacity of the creditor to sue for or recover his debt. Were there, therefore, no decision beyond those already referred to to guide me, I should be bound to pronounce my opinion that there was no sufficient delivery here to operate as a valid *donatio mortis causa*. But there have been two very recent decisions to which I am bound to defer, to wit, those of *Amiss v. Witt* (33 Beav.) and *Moore v. Moore* (43 L. J. 617, Ch.). In each of those cases it was held that a bankers' deposit note may be the subject of a *donatio mortis causa* though unfortunately the instrument itself is not set out in the report of either case, so that I am unable to judge whether the present one it was expressly made not transferable. The case of *Amiss v. Witt* followed a case at law between the same parties (*Witt v. Amiss*, 30 L. J. 313, Q. B.) the principal subject of discussion in which had been whether a policy of assurance was the subject of a *donatio mortis causa* and in the report which is short and meagre the deposit note is passed over *sub silentio*. Lord Romilly, however, in *Amiss v. Witt*, adopts the decision at law as referring to the deposit note, and he is followed in this in *Moore v. Moore*. Considering that what is ordinarily known as a banker's deposit note is substantially in the form of that the subject of this case, and that even without the words "not transferable" this instrument would not have been negotiable. I think I am bound to treat the two last mentioned authorities as *in pari materia*, leaving their applicability to be question in a court of appeal. In deference,

therefore, to them, this court decides that there was a valid *donatio mortis causa* of the sum of £100 mentioned in the deposit note to the female plaintiff. There must be an inquiry as to the amount of the debts, funeral and administration expenses of the deceased, and the administrator must be ordered to join (being indemnified by the plaintiffs) in any proceedings, and in giving any receipts which may be necessary to obtain payment of the amount deposited, and such interest as may be due. The amount thus realised will be paid subject to the payment of the deceased's debts and funeral and administration expenses and legacy duty, which must be paid to the Crown by the plaintiffs. Considering the length of time which the plaintiffs have allowed to elapse before entering to establish their claim, and the nature of the facts on which that claim rested, I think that the defendants were quite justified in resisting on an inquiry, and that the costs of all parties should come out of the estate. This decision does not in any way prejudice the banking company, who are not parties to this suit, and who are to be at liberty to set up any defence which they may be advised to do to any proceedings to be taken against them for the recovery of the amount deposited.

DERBY COUNTY COURT.

Nov. 9 and 10.

(Before W. F. WOODFORD, Esq., Judge.)

TIPPING v. THE MIDLAND RAILWAY.

Unpunctuality—Carriage of passengers.

THE plaintiff was a passenger by the Midland Railway on the evening of Whit-Monday, having taken a through ticket from Hereford to Nottingham. When the train by which he travelled arrived at Worcester it was twenty-seven minutes late; the forward train in connection with it had left about a quarter of an hour, and the plaintiff being thus totally unable to continue his journey, was put to expense in telegraphing, in cab fares, and in hotel charges, which he now sought to recover from the railway company.

Young, from the firm of Beale and Marigold, on behalf of the company, said it was a case of considerable importance both to the company and to the public, and it might probably prove a precedent so far as the Midland Counties were concerned. The plaintiff had only proved delay, and not that it was owing to any negligence on the part of the company, and therefore his case must fail. But apart from that he (*Young*) further rested his case on the express notice and condition given by the company for the guidance of travellers, that the times stated were those at which the trains might be expected to arrive at or depart from certain stations, and that the company would not be responsible for delays which did not arise on their own system. He called evidence to prove that on the day in question the train was twenty minutes late in starting from Newport, a Great Western station, and that that delay arose solely from an excess of traffic, it being Whit-Monday. The company had made extra provisions for the increase of passengers on that day, but in spite of that the delay had arisen. He (*Young*) was prepared to prove that the further delay of seven minutes which had taken place on the Midland system was entirely unavoidable, but it transpired that part of it was caused by attaching and detaching a horse box.

The plaintiff pointed out that the train was marked in the time table by an asterisk, and that it was notified that horse boxes would not be carried by trains so marked.

HIS HONOUR asked whether the company could not have detained the forward train until that by which the plaintiff travelled had arrived.

Young called a witness to prove that they could not, but in answer to questions put by the judge, he thought they could retard them for a limited time.

HIS HONOUR, in giving judgment, said it was a very important case, and that it was impossible to ignore the fact that a good deal of public discussion upon the question of railway company's liability had recently taken place. Of course a judge would not allow anything written in an irresponsible paper to bias his judgment, but the discussion and the interest felt showed the importance of the case. The facts were that on the night of Whit-Monday the plaintiff took, by the Midland Company, a through ticket from Hereford to Nottingham, and although ten minutes late in starting, his train arrived at Barr's Court Junction before the arrival of the Great Western train, which took them forward to Worcester, and if that train had been punctual the plaintiff might possibly have completed his journey. But it was not, and the delay to it was sought to be explained by the excess of traffic, it being Whit-Monday. But that could not be, for they went out of their way to put a horse box on the train. That was an improvident thing for them to do, and would at such a busy time occasion more

delay than under ordinary circumstances. The train, thus enlarged, started and lost only seven minutes between Newport and Barr's Court, where it picked up the plaintiff, and on arriving at Worcester it was found that the corresponding train to Nottingham had left a quarter of an hour before. The plaintiff then necessarily incurred the charges which he sought to recover, and the question was whether the claim was a proper one, or had the Midland Company sufficiently met it by the evidence brought forward? They said it arose from an excess of traffic against which all possible provision had been made, and that at such a time delays were occasionally quite unavoidable. He (the judge) felt the full force of that, and if the case ended there he should probably be with the company, but it did not. Could they not, by telegraph, have ascertained what time the train would arrive from Barr's Court, and could they not have detained the corresponding train until it had arrived? Here he (the judge) thought they were at fault, for they did not appear to have taken any steps whatever to prevent the Nottingham train from leaving, although the official called had admitted that could have been done. No doubt it was important that mail trains should keep time, but when railway companies advertised through tickets, it was their duty to take every step to enable them to complete the contracts they thus entered into. This they had failed to do in the present case, and, therefore, he should hold that they were liable.

Verdict for the plaintiff.

Young pressed his Honour to grant the company leave to appeal, but it was refused.

HORSFALL v. THE MIDLAND RAILWAY COMPANY.

Carriage of passengers—Breach of contract.

Snowden, of Leeds, appeared for the plaintiff, Mr. John Horsfall, of Leeds.

Young, of Birmingham, for the company.

The plaintiff, a surgeon, at Leeds, brought this action to recover £1 11s. for a breach of contract. On the 8th Aug. he had occasion to go to Leamington on a professional visit, and went to the booking office of the Midland Railway Company at Leeds to take a ticket for that town. The clerk, after examining a time-table, said he did not know how he could get to Leamington that day, and offered to book him to Leicester, where he might make further inquiries, as there were two routes from Leicester to Leamington. He accordingly booked to Leicester, and arrived there about six o'clock in the evening. He inquired from several porters what time the train went to Leamington, and was told by all of them that it would leave at 7.15, and arrive at its destination at 9.40. One or two of them said the train went via Rugby, this and the times stated being in accordance with the time tables of the Midland Company. He, therefore, took a ticket for Leamington, via Rugby, but when the train arrived at the ticket platform at the latter place he was told that the train to Leamington had just left. On arriving on the platform he communicated with the Midland station master, who referred him to the station master of the London and North-Western Railway Company, to which the station belonged, but he told him he could not possibly forward him, either by special train or otherwise, to Leamington that night. The plaintiff, having urgent business there, took a conveyance to Leamington, the cost being £1 11s., and this amount he sought to recover.

Young contended that the Midland Company were not liable, inasmuch as the line from Rugby to Leamington did not belong to them, but was part of the system of the London and North-Western Railway Company. The ticket bore upon it the words, "this ticket is issued subject to the regulations and conditions stated in the company's time tables and bills," and on the cover of the time tables of the company it was stated that the tables "showed the time at which the trains may be expected to arrive at and depart from the several stations." But their departure and arrival at the times stated is not guaranteed, nor does the company hold itself responsible for delay, or any consequence arising therefrom. The times of the trains marked "W" depend upon the arrival of some other trains, and therefore are not certain. He showed that the train by which the plaintiff travelled was marked "W," and said that that reduced what might probably have been called a contract to carry within a specified time. It would not be enough to show that there was a delay, but that the delay was owing to the fault of the Midland Railway Company. He asked the judge to nonsuit the plaintiff on these grounds. His Honour having declined,

Young again quoted from the cover of the time-tables, where it was stated "that the granting of tickets to passengers to places off the company's line was an arrangement made for the greater

convenience of the public, but the company did not hold itself responsible for any delay, detention, or other loss or injury whatsoever arising off its lines." After quoting this and authorities to prove that the Midland Company were not liable in the present instance, he called witnesses to prove that no delay occurred in the conveyance of the plaintiff over the company's lines.

A verdict was given for the plaintiff, but upon the application of Young leave of appeal was given.

LONDON AND NORTH-WESTERN RAILWAY COMPANY v. WHEELDON.

Right of railway company to charge consignee with carriage.

THIS was an action brought by the railway company against Mr. Thomas Wheeldon, maltster, of Derby, to recover £3 11s. 11d.

Hextall, who appeared for the plaintiffs, said the case was an important one, as determining the right of a railway company to charge the consignee with the carriage. The facts were that on the 5th May Mr. S. Gunn, of Leicester, sent an order to the agent at Birkenhead to collect and forward to Mr. Wheeldon 25 qrs. of wheat, but to charge the carriage to his (Mr. Gunn's) account. The wheat arrived in due course at Derby, and an advice note, across which was written, "particulars to follow," was sent to Mr. Wheeldon. This, he (Hextall) contended, ought to have indicated to Mr. Wheeldon that the carriage was not paid, but he took the wheat in without making any inquiry, and afterwards, when applied to for payment of the carriage, he declined to pay, stating that the wheat was bought delivered at Derby. He called

John Faulkner, the company's agent at Birkenhead, who spoke to the receipt of the order, but, knowing that Mr. Gunn never had an account with the company, he ordered the carriage to be charged forward; also that they never, under any circumstances, gave any credit to persons who had not ledger accounts, and in answer to an inquiry from the judge whether their rules were like the laws of the Medes and Persians, and whether, if the Duke of Devonshire, not having an account, yet sending a consignment, "carriage paid," would not be trusted, the witness said he would not.

Briggs, who appeared for Mr. Wheeldon, elicited the fact that no application for payment of the carriage was made until several months after the delivery of the wheat, when his transactions with Mr. Gunn were ended, and he contended that the company had trusted the sender, but owing to his failure they now sought to recover the claim from Mr. Wheeldon.

His Honour said he never liked to decide against a railway company hastily, as it might be injurious by establishing a precedent against them; but in this case he had no hesitation, and the consignment note spoke for itself. The sender ordered the carriage to be charged "to his account," which meant to him, and not to the consignee. The company accepted the note, collected and forwarded the wheat, and in doing so they undoubtedly trusted Mr. Gunn.

Hextall elected to be nonsuited, and a verdict was entered accordingly.

SHOREDITCH COUNTY COURT.

(Before J. B. DASENT, Esq., Judge.)

GILLOW AND COMPANY v. THE GREAT EASTERN RAILWAY COMPANY.

Carriage of goods—Damage—Liability.

Eduard Moore, from the company's law office, appeared for the company.

The plaintiffs are upholsterers in Oxford-street. The action was brought to recover the sum of £6, for damage to two satinwood étagères, in transit from Ardleigh to Bishopsgate.

The plaintiff's traveller took with him to the Ardleigh station the articles the subject of this action, which were packed in a wooden box. The outside of the package was marked "glass."

After he had taken his own ticket he was told by one of the porters at the station, that he would have to pay the excess charge on the package.

The traveller did not state to the porter that it was not personal luggage, and did not declare the value of the contents of the package.

The package weighed about 144lb., and passengers are allowed to carry 60lb. weight of personal luggage, free of charge. He was charged 5s. 3d. on 84lb., being the difference between the 60lb. allowed and 144lb., the actual weight. The porter treated it as personal luggage.

The plaintiff's traveller afterwards informed the guard of the train that it contained glass, and was allowed to travel in the break-van with it to take care of it. Whilst being taken out of the van at Bishopsgate station by the defendant's porter the glass was broken, and the plaintiff now sought to recover the amount of the damage done.

The plaintiff admitted that the value of the goods was between £50 and £60, and they, amongst other things, consisted of plate glass and costly gold work.

Moore contended that it was not personal luggage, and that as the plaintiff had only paid for it and taken it with him, under his own control, as personal luggage, he could not recover. The contract with the company could only be to carry the passenger and 84lb. weight of luggage, and that if having glass upon it was not notice to the defendants of its contents. Luggage is often carried in hampers and other extraordinary ways, and the porter could not be expected to know that the package contained valuable goods, unless told so by the person in whose charge it was. He should have booked and paid for it as a parcel.

His Honour intimated that he doubted whether the defendants could raise that defence, as the porter had an opportunity of seeing that it was not personal luggage, and should have charged for it as a parcel.

Moore then argued that, even if it should be held that the company had waived their right, by the porter not charging for it as a package, to contend that the package was not personal luggage, still the plaintiff could not recover, as the contents were over the value of £10, and would come within the Carriers' Act. He referred the learned Judge to that Act, and pointed out that it is therein enacted that carriers shall not be liable for damage done to certain articles over the value of £10, whether carried as parcels or with a passenger as luggage, as in this case, unless the value be declared, and the insurance demanded by the company paid at the time of the delivery of the articles to the carrier. As this had not been done in this case, he contended that the company were not liable.

After some further discussion His Honour held that the company were not liable, and nonsuited the plaintiffs, allowing the company their costs.

Plaintiff nonsuited.

BANKRUPTCY LAW.

COVENTRY COUNTY COURT.

Tuesday, Nov. 24.

(Before H. HARRINGTON, Esq., Judge.)

SUTTON v. POLAK; Re TAYLOR.

Application to restrain Chancery proceedings—Mortgagees' rights—Jurisdiction of the court—Personal liability of trustee in Bankruptcy to answer damages.

W. H. Burch Rusher for Sutton; Crispe, instructed by Pawle and Fearon, for Polak.

This was an application by a trustee in Bankruptcy to restrain mortgagees in possession from proceeding with a suit of foreclosure in the High Court of Chancery in order that the County Court in which the mortgagor had been made a bankrupt should decide questions of priorities: (Bankruptcy Act 1869, s. 13 and 72.)

Rusher argued that the local Court of Bankruptcy, having jurisdiction to restrain proceedings in any other court, the application should be granted. The property was of greater value than the mortgage debt, and as a matter of expediency the estate should be administered in this court, when all questions of priorities could be determined.

Crispe, for the mortgagees, while admitting the jurisdiction, urged that the power of the judge was nevertheless a discretionary one, not to be lightly exercised. His honour was invited to interfere with rights of a class of secured creditors, almost unassailable except in the case of fraud. The object of this application was to challenge the title of the mortgagees and it would probably never have been made had the trustee in bankruptcy been aware that he would be personally liable to the mortgagees in damages. It had been well laid down by Gifford, L. J., in *Re Anderson* (22 L. T. Rep. N. S. 361; L. Rep. 5 Ch. App. 473), that the jurisdiction of the court in such application was of a delicate nature which ought not to be hastily exercised, and, except in cases of great necessity, ought not to be encouraged; and, whether it were assignee in bankruptcy, or executor or liquidator, the court had invariably adopted the rule of taking an undertaking to answer damages, not to pay out of the assets of the bankrupt, but an unlimited undertaking to pay personally. The trustee must elect either to enter into such undertaking or to admit the mortgagees' title.

His Honour, after further argument, made an order that the Chancery suit should be restrained, the trustee undertaking to admit the validity of the mortgagees' security, the property to be forthwith sold, the mortgagees to have the conduct of the sale, and to be entitled to retain the amount claimed by them, any balance to be brought into court to form the subject for future application.

Costs reserved.

LEGAL NEWS.

THE IRISH LAW OFFICERS.

THE *Times* Irish correspondent writes: Conjecture is busy as to the probable provisions of the new Judicature Bill, and some change in the contemplated arrangements as to its introduction and the continuance of a provisional government in the Court of Chancery, is now rendered necessary by the death of the son of the First Commissioner under the Great Seal. It is understood that in consequence of this bereavement, which has caused very general regret, Sir Joseph Napier will not sit again, and the question arises what is to be done with the business of the court. The only satisfactory solution of the difficulty is the immediate appointment of Dr. Ball to the office, for which he is so eminently qualified, and for which he was from the first marked out with the hearty concurrence of the Bar and the public. It is arranged, subject to ratification by the highest authority, that the office, which has been kept, under very exceptional circumstances, in abeyance for ten months, shall now be filled. Dr. Ball will probably be sworn in next week. The duty of bringing forward the Judicature Bill, which he would so ably discharge if he remained first law officer, will now devolve upon another member. If the way had not been cleared for it by the full discussion which its general principles received, the Bill would be presented under unfavourable auspices. As it is, no serious danger is apprehended, although a new hand must take the helm, for the course is not unknown, the soundings have been carefully noted, and, with ordinary caution and skill, it will be steered safely through the House of Commons. Mr. Ormsby, the Solicitor-General, will, of course, succeed to the office of Attorney-General, but he has no seat in Parliament. Mr. May, Q.C., the law adviser, would probably succeed immediately to the Solicitor-Generalship, but he, too, is out of the House. Under these circumstances the Government find themselves placed in a dilemma, but they will be easily relieved from it by Mr. Plunket accepting office as Solicitor-General. This he has hitherto been unwilling to do, but he is too loyal to his party to hesitate to obey what may be regarded as a call of duty. It is doubtful, however, whether the second law office will be immediately filled. There is an inconvenience apprehended in having two vacancies created at once in the representation of the university. Upon this point there are conflicting interests. The chances of the candidates now before the electors would be materially affected by the condition of having two seats open. Mr. Gibson, Q.C., Mr. Millar, Q.C., and Dr. Traill are the three most prominent men in the field, if, indeed, there are any others actually in and not merely looking with longing eyes over the hedge. The last-named gentleman starts upon the non-official and non-professional "ticket," and has a very considerable amount of support within the walls. The other two have been more active, and have appealed to the great body of electors everywhere. No doubt is entertained that Mr. Plunket would be re-elected with acclamation, but if his seat were made vacant at the same time as Dr. Ball's, it is hard to say who might get in as his colleague in the scramble, for numbers who would vote for one lawyer—especially a law officer of Her Majesty's Government—would be very reluctant to vote for a second, even though he might be a very useful auxiliary in conducting the legal business of the country. It is expected that Mr. May will ultimately succeed to the higher legal office, and that any arrangement which may now be made will be only temporary. If he could provide himself with a seat in Parliament his promotion would be accelerated, but that is a difficult, though not, it is hoped, an impossible task. When the office of Law Adviser becomes vacant there will be considerable difficulty in filling it. There is a gentleman named for it who is undoubtedly well qualified, if professional rank and personal ability were the sole tests of fitness, but he is a new political recruit, and some veteran supporters of the Government who set a high value upon their allegiance, are exciting an insurrectionary spirit among the general followers of the Conservative party, and threaten very serious consequences if such an arrangement is carried out. But "sufficient unto the day is the evil thereof;" it is time enough to prepare to meet this danger when it seems imminent.

THE names of the gentlemen nominated to serve the office of Sheriff for the county of Cornwall are Jonathan Rashleigh, Esq., of Menabilly; George Williams, Esq., of Scorrer; and Francis Enys, Esq., of Enys.

THE SUSSEX WINTER ASSIZES.—Official notice has been received by the sheriff that the winter assize for this county would be held at Brighton instead of Lewes. The epidemic of typhoid fever, recently prevailing in Lewes, has led to this arrangement.

THE death is announced of Major Meek, of Balcombe, Sussex, high sheriff of that county.

THE Judges of the High Court at Madras are agitating for the appointment of a Public Prosecutor in the interests of the better administration of justice in the Presidency.

THE death is announced of Mr. Napier, B.L., son of the Right Hon. Sir Joseph Napier, Bart., one of the Commissioners of the Great Seal in Ireland.

IN a case which arose at Leamington, the Local Government Board has decided that the auditor of the accounts has full power to disallow illegal items in both district fund and district rate accounts.

DR. KENEALY is going to America. He will appeal to the judges against the decision of the Benchers, but if he loses that trial also, he will go off at once to the United States.—*Portsmouth Times*.

PORTSMOUTH QUARTER SESSIONS.—These sessions will be held on Friday, Jan. 1, before Mr. Serjt. Cox, Recorder. Ten days' notice of appeal must be given to Mr. J. Howard, clerk of the peace.

I UNDERSTAND (says a London correspondent) that amongst the various proposals of legal reform, and at the same time bearing on the land question, to be introduced by the Government in the coming session, is one for the compulsory abolition of copyhold, and the change of all such holdings into simple freehold.

LABOUR LAW COMMISSION.—Meetings of the Labour Law Commission were held on Monday and Wednesday last. Present:—The Lord Chief Justice, Mr. Russell Gurney, Q.C., M.P., Sir Montague Smith, Mr. Roebuck, Q.C., M.P., Mr. Thomas Hughes, Mr. Goldney, and the secretary, Mr. F. H. Bacon.

THE Town Council of Bristol are about to appoint a deputy town clerk at a salary of £500 a year. This new office is to be called "First clerk to the town clerk," which might, we think, better have been "deputy town clerk," and is of course to be bestowed upon a solicitor, who will be required to relinquish all private practice.

NEW DEPUTY LIEUTENANTS.—The following appointments were gazetted last night:—Charles Wilson Faber, Esq., and Henry Griffith, Esq., for the county of Middlesex; the Right Hon. the Earl of Eglinton and Winton, Major-General Graeme Alexander Lockhart, C.B., and Alexander Whitlaw, Esq., M.P. for the county of Lanark.

COURT OF CHANCERY.—The Lord Chancellor has made an order for the transfer of 30 causes from Vice-Chancellor Malins' Court to Vice-Chancellor Bacon, none of which are to be heard before Monday next, the 14th inst. The Christmas vacation will begin on Thursday, 24th Dec., and end on Wednesday, 8th Jan., both days inclusive.

UTAH, U.S.—Under the Organic Act of 9th Sept. 1850, organising the Territory of Utah, the Attorney-General of the territory, elected by the legislature thereof, and not the District Attorney of the United States, appointed by the President, is entitled to prosecute persons accused of offences against the laws of the territory. *Snow v. United States* (Advance 18 Wall.)

MR. MACKONOCHE'S CASE.—APPEAL TO THE PRIVY COUNCIL.—The proctor for Mr. Mackonochie, has lodged notice of appeal with the registrar of the Arches Court against the judgment of Sir R. Phillimore, the Dean of Arches, given on Monday in the case of *Martin v. Mackonochie*. The effect of the notice will be to suspend Sir R. Phillimore's order until the case shall be determined by the Judicial Committee of the Privy Council. The appeal before the Judicial Committee cannot be heard for some months.

THE WORKING OF THE BANKRUPTCY ACT 1869.—Mr. Rupert Kettle, Judge of County Courts; Mr. Rigg Brougham, one of the Registrars of the Court of Bankruptcy; Mr. Mansfield Parkyns, Comptroller in Bankruptcy; Mr. William Hackwood, solicitor (of the firm of Linklater, Hackwood, Addison, and Brown); and Mr. H. Nichol, the well-known Superintendent of the County Courts Department of the Treasury, have been appointed by the Lord Chancellor as a committee "to consider whether, having regard to the experience now obtained of the working of the Bankruptcy Act 1869, any and what changes, either through the medium of legislation or orders, might be advantageously made in the details of the present system."

A LEGAL SINECURE.—The first fruits of the recommendations of the Legal Departments Commissioners have just been realised. A short time since the tipstaff of the Court of Exchequer died, and the Lord Chief Baron, acting upon the recommendation of the Commissioners that the office should be abolished, has decided not to appoint anyone to the vacancy. It appears that only once during two years were the services of the tipstaff called into requisition, and then there was no substantial reason why the performance of the pseudo-

functions of the office should not have been relegated to the chief usher, as they henceforth are to be. The judges of the Superior Courts are worried far too hard to be likely to countenance the continued existence of sinecures.

THE COMMON LAW COURTS.—The Christmas vacation will commence on the 24th inst., from which day to the following Monday all the offices will be closed. The Court of Queen's Bench will hold a sitting in *banco* on the 10th inst. for delivering judgments only.

THE Portsmouth School Board has at length discovered that their beadle who patrols the streets of this seaport town to detect truant children, is not a fit person to conduct the prosecutions of the Board before the magistrates. At a recent meeting a member observed: "Perhaps in cases where prosecutions failed it was not so much the fault of the magistrates as that of the board. The person who attended to these prosecutions ought to be up in the cases, and to explain them properly to the magistrates; and if that had been done in the case to which he referred, he believed the parent would have been punished." The chairman was obliged to the Rev. Mr. Churchill for referring to the last point. He (the chairman) had strongly urged that the clerk of the board ought to represent the board when these cases came before the magistrates; and the clerk gave as a reason why he did not attend that there was not that attention paid to the board and the officer representing them, in the prompt hearing of the cases, which they required. He (the chairman) confessed that he thought the objection raised by Mr. Spencer was a proper one, and that he could not be expected to sit in the police-court perhaps for hours when he had so much to do elsewhere; and now that attention had been publicly directed to the matter, he had no doubt the magistrates' clerk would see that it was remedied. "What, we ask, has the magistrates' clerk to do with it? The proper course is to leave the beadle to his work and the clerk to his duties, and to employ a professional man to advise in and conduct prosecutions, by which means the expense of abortive prosecutions would be saved, and the offending parents would stand in greater terror of the law."

IN CHANCERY.—The first account of the Paymaster-General under the Court of Chancery Funds Act shows that under the 31st Aug. 1873, the securities and money in the Court of Chancery belonging to suitors, reached the value of £266,239,818, or rather that nominal value, for the securities are not put at their actual cash value, but are the amount of stock which has been brought into court or purchased. The "cash" is not quite four millions sterling. Of this amount nearly two millions and a half are due from the Consolidated Fund, being the "book debt" due in cash from the Court of Chancery to the suitors. Nearly £600,000 had been placed upon deposit under the 14th section of the Act. The item of "securities" amounts to above sixty-two millions sterling, and is constituted chiefly of Government or Indian Stock, but includes a multitude of other investments, such as railway stock or shares, dock and assurance companies' stock, colonial bonds, Brazilian and various South American bonds, Spanish bonds, St. Pancras Skinner's Estate bonds, &c., all brought into court for safe keeping during some strife or suit. There are also a large number of boxes and miscellaneous effects in the Bank of England, deposited there on behalf of the Court of Chancery—boxes containing securities, jewellery, title-deeds, a will, personal ornaments, plate, a portrait, diamond necklace, coronet, and earrings, and many other articles, each box being marked with the title of the cause or matter in which the contents are in dispute or under discussion. The Controller and Auditor-General has had to report on the accounts, and observes that the limited audit which alone is at present possible, does not fulfil the object contemplated by the Treasury in 1871—viz., the establishment of a "complete check on Chancery expenditure."

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

RAILWAY INSPECTORS AS ADVOCATES.—I notice in the "Solicitors' Department" of the last issue of the *LAW TIMES*, your remarks respecting the case of *Stone v. Bristol and Exeter Railway Company*, in which an inspector named Green was allowed to appear on behalf of the defendants. This learned person attempted to appear as advocate for the same company in a case of felony, which was heard before the Mayor of the city of Exeter, at the Guildhall on Saturday last, but Mr. Walter Friend (who appeared for the accused), objected to Green's making any remarks or observations other than as a witness, on the ground that he was not the

prosecutor, and at the same time expressed his surprise that so opulent a company as the Bristol and Exeter Railway should act in such a manner. The Mayor, and also the other magistrates, concurred with Mr. Friend, and Mr. Inspector Green was quietly informed that he could not (before the Exeter magistrates) again appear as an advocate. I have written this in the hope that it may catch the eye of practitioners in other towns, and thus put a stop to such undignified and unfair proceedings if it be again attempted in other courts. J. B.

[We are astonished that such a pernicious practice is not nipped in the bud by magistrates and their clerks. It is contrary to law, and productive of much evil by affording the means for many culpable persons to escape from the hands of justice. In such a matter, if those presiding in our courts of justice and the Profession give an inch, unqualified persons will take an ell.—ED. SOLS. DEPT.]

BURIAL BOARDS AND THE CLERGY.—I shall be greatly obliged if you will allow me to put two or three questions in the pages of your journal on certain duties which I presume to be incumbent on burial boards in reference to the clergy of the Church of England in parishes where cemeteries are established. I should not have troubled you on the subject if I could have gained the requisite information from another source. First, can the burial board be compelled to supply and keep clean the surplices necessary for the officiating minister? This has been done ever since the establishment of the cemetery twenty years ago, until the vestry meeting in 1873 directed the burial board to wash the surplices no longer. As the law of the church compels a clergyman to wear a surplice at the burial service, and also lays the expense of providing and cleaning the surplices upon the churchwardens, it would seem to be clear that this obligation now devolves upon the burial board. Is not that board as much bound to provide a clean surplice as a service book, or to keep the chapel fit for use. 2nd. Is a burial board liable for the defalcations of its clerk, in reference to fees paid into his hands for the clergy, the clerks, and the sextons? From the establishment of the board here the clerk has taken all the Ecclesiastical fees along with those due to the cemetery, and accounted for them every quarter to the parties to whom they are due. The clerk absconded, leaving some of these fees unpaid accruing during the quarter in which he disappeared, and the board now refuses to pay them. The fees payable to the parson are printed along with those claimed by the board, in tables placarded in the board-room, and, with those of the sexton and clerk, have always, and are now, put into one bill, which is paid by the parties ordering the grave. The sexton's fees are for tolling the bell alone, his rights in relation to the former fees for grave-digging having hitherto been in abeyance. As these matters, though in themselves trivial, yet involve principles of great importance, I feel it my duty to take legal proceedings to decide the questions, unless I hear from you that a court has already given its decision adverse to the claims set up. As the surplices are now notoriously dirty, I thought of having them washed at my own expense, after having formally applied to the Board to perform that duty, and then to sue for the cost in the County Court, so that the question may have a legal settlement.

HENRY BURGESS, LL.D.
St. Andrew's Vicarage, Whittlesey,

LAW CLERKS.—I am more than grateful for the attempts of a "Solicitor" and "An Attorney of Forty Years' Standing," to do a service to that branch of the Profession to which they, as well as I, belong. I fully indorse their opinions that it is neither fair nor politic of those who are appointed to decide whether and when passports shall be given to old salary clerks, to enable them to escape, not only the Preliminary, but also two years of their articles, to grant them in such an indiscriminate and wholesale way, unless indeed it is intended to reduce the order under which the test exists, to a miserable farce. Sir, I have understood, and have expressed myself when I have before written ereon, but whether rightly or not I leave more able heads to decide, that the preliminary examination was instituted to raise the social status of the Profession; and this was my reason: that men who had no other recommendation than that of moving law, had crept into and by no means added honour thereto. But yet after the Preliminary has been instituted for more than eleven years; I find that I am again compelled to enter my protest against this examination, being no ar to those against whom I was led to believe it was intended. If a parent intended his son for an attorney he would naturally give him, whether here were an examination of this sort or not, a liberal education, so that he might fittingly and honourably enter a learned profession. Alas! how

that term is abused,—wherein a liberal education is, in my opinion, a *sine qua non*. So that I contend that this examination was not intended to test such, but to exclude uneducated ten year law clerks, although to them it has proved to be no bar. Why, I am anxious to know, is such consideration shown to those who have received, if any, only a superficial education, soon to be forgotten; and so little to one who has just left school where the master, knowing for what profession he was intended, regulated the studies accordingly? I can only see in it a part of that gigantic "levelling down" system of which we have heard so much. When the "order" went forth that "from and after the first day of Hilary Term 1862, every person proposing to enter into articles of clerkship, not having been called to the degree of utter barrister in England, or not having taken a degree, or passed the examination prescribed under sect. 5 of the Act Vict. 23 & 24 Vict. c. 127, shall produce to the registrar of attorneys a certificate that he has successfully passed an examination by special examiners duly appointed," I rejoiced at a death blow being given, as I was foolish enough to think, to the major number of would-be law clerk attorneys; but I erred in my rejoicings, for the exceptions allowed to the order are so broad, that not only the educated and deserving law clerks are allowed easily to avoid it, but also the uneducated and undeserving indiscriminately. I therefore now look forward to, as the only remedy, the time when the judges shall have no power of dispensing with this examination. Had I not enjoyed the advantages of a sound education I might even now, were I so circumstanced, hire myself to an attorney for ten years, and then not only laugh at the Preliminary but, what to us is infinitely more unjust, escape two years of my articles. Sir, I cannot, in adequate terms, describe my sense of this last great injustice. I admit there are many of those in the Profession who, by their innate gentlemanly manners, added to their indefatigable and praiseworthy perseverance, have fully qualified themselves therefor, but they are the exceptions, not the rule. *Exceptio probat regulam*. In conclusion, I assure you, Sir, that I have not the remotest desire to wound the susceptibilities of anyone, but simply, now that the subject has been opened, to enter my earnest protest against that which to my poor imagination, appears such a monstrous injustice, not only to those who have passed the Preliminary, but also to the Profession at large. A. E. S.

MANAGING CLERKS.—Your correspondent "Attorney's Clerk" very possibly thinks his arguments conclusive; but, whilst forgiving him this little piece of self-gratulation, we cannot pardon his deliberate one-sidedness. Were he urging the cause of a client, in the courts, he would be justifiable—nay, commendable—in limiting himself to such arguments as would further his own case, without considering the interests of his opponents; and, perhaps, his mistaken forensic zeal (which I suspect wants airing) has betrayed him into exhibiting the trifling bit of "unreason" which appeared in your columns of last week. "Attorney's Clerk" may be, but the better part of the profession certainly is not, ignorant of the fact that, so long as men who owe their little knowledge to the national school, and who are strange to the culture and politesse of a more liberal training (I express myself mildly, perhaps), so long as such men are permitted a privilege withheld from their cleverer brethren, and are given an advantage founded on no principle, but only on a wrong so long will the Profession remain without prospect of elevation, and the very word and name "Attorney" "smell to Heaven!" The old popular prejudices are not gone out; distrust, though not so loudly expressed, still exists; and were it not for the pettifoggers who clog our progress, and who are the "pickings" of those whose merits your correspondent asserts, our profession might yet be purified and ennobled. It is well to talk of "black sheep in every flock," it is better not to encourage them, but to make them impossibilities! . . . On the other hand it would be plainly unjust to subject really worthy members of the "ten years' class" to greater difficulties than they can reasonably be expected to overcome. Give them the same training and ordeal to pass through, only (and here is the salutary reform—yes, even to you moneyed article clerks!) make that training more severe, and that ordeal more searching. GENTILHOLME.

Bradford.
THE LICENSING ACT 1874.—In a recent leading article in the *Times* (Thursday, 26th Nov.) it is said that legacies of trouble were left for the county magistrates by the last session of Parliament, one of which was having to work as boundary commissioners, to determine by no light but that of common sense within what area beer may be allowed to be sold after ten o'clock at

night." Will you allow me to call your attention, and that of the Profession, through your columns, to the following instance of the exercise of that "common sense" in the administration of the above Act by the licensing committee of this county (Hampshire)? The 32nd section of the Act contains the following provision: "Town, means an urban sanitary district as described for the purposes of the Public Health Act 1872, and any collection of houses adjacent to a town as so defined shall for the purposes of the provisions of this Act, with respect to the closing of premises, be deemed to be part of such town after it has been declared so to be by an order of the County Licensing Committee having jurisdiction in the place where such houses are situated. Provided that no urban sanitary district, whether including such adjacent houses or not, shall be deemed a town unless it contains one thousand inhabitants." Shanklin, in the Isle of Wight, is an urban sanitary district, with more than a thousand inhabitants, and its boundary extends to within a very short distance of the railway station. Close around the railway station, just outside the boundary of the town of Shanklin proper, and immediately adjacent to it, there is a continuous collection of about 100 houses, including the Railway Hotel (large and commodious premises) and one beerhouse. Under the provisions of the above Act of Parliament application was duly made to the County Licensing Committee to declare the collection of houses above described (which includes two or three streets, forming a sort of small suburb to, and an actual continuation of, the streets of Shanklin) part of the "town" for the purposes of the Act with respect to the closing hour. The Licensing Committee refused the application. It was urged upon the committee that this was just the kind of case for which the above section of the Act was intended to provide, and that the order asked would, without injury or wrong to any, prevent the absurd anomaly, which is now practically sanctioned by the justices' committee, of the Railway Hotel and the beerhouse referred to, being obliged to close at ten o'clock, while the public houses and beerhouses just within the boundary of what is practically the same town are open till eleven o'clock. The recent Licensing Acts 1872 and 1874 have created many difficulties and anomalies, but I think public opinion will generally agree that it is too bad that in the administration of those laws, justices should refuse to act upon a provision so clearly intended to meet the very state of things I have described. I feel justified in thus calling attention to what I think most professional men will consider a practical refusal by the justices to carry out the intentions of the Legislature. Portsmouth. B. W. FORD.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits. N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

49. **SOLICITOR'S CHARGES.**—One A. B., is entitled to freehold property for her life, and C. D. to the remainder in fee. C. D.'s solicitor lately wrote to the solicitor of A. B., inquiring whether his client would join in a sale of the property; and A. B.'s solicitor wrote in reply stating that his client declined to sell, and he forwarded particulars of his charges for "Instructions and letter to G. in A. B.'s interest in Blackacre, 8s. 8d.; attending G., conferring, but the said A. B. would not sell, 8s. 8d.; writing to C. D.'s solicitor, 3s. 7d." Are the charges made by A. B.'s solicitor usual, and properly chargeable against C. D.'s solicitor? JUSTITIA.

50. **THE LODGER PROTECTION ACT (31 & 35 VICT. c. 79, s. 1.)**—A question of considerable importance has arisen as to whether the declaration directed to be made by a lodger under this Act, need or need not be declared before a magistrate or commissioner, or whether the merely signing such declaration by the lodger is sufficient. Information on this subject will oblige. W. H. F.

Answers.

(Q. 28.) **SPECIFIC PERFORMANCE.**—I fail to see that B. has done anything to waive his right to a sixty years' title. The fact of his stipulating that the property should be freehold and title free cannot preclude him from demanding what is the ordinary right of a purchaser by open contract, a good sixty years' title. J. Y.

(Q. 29.) **CONVEYANCING.**—The contract for sale should be recited, and also the death of A. B. The representations of A. B., he being the vendor, should join with the trustees of the building society in the assignment to the purchaser. J. Y.

(Q. 35.) **LEASE.**—The lease would be forfeited, and equity will not, as a rule, grant any relief: (*Doe v. Worsley*, 1 Camp. 30; *Hill v. Barclay*, 18 Ves. p. 63; and see also *Faw. L. & T.* pp. 236 and 291.) TYHO.
—The cases on this subject contain some very fine distinctions—on the whole, however, I am inclined to

think that the lease in this particular case was forfeited on the underlease being granted. The latter part of the proviso would mean nothing at all, if it did not refer to an underlease. *Crusoe de Blencowe v. Bugby* (3 Wils. 234), *Kinnerley v. Orpe* (1 Dougl. 55), *S. P. Church v. Brown* (15 Ves. 284), and *Doe de Holland v. Worsley* (1 Camp. 20), are authorities on the subject, the last name being in my opinion most in point.

J. Y.
— Yes, *Doe dem. Holland v. Worsley* (1 Camp. 20; *Roe dem. Dingley v. Sales* (1 M. & S. 297). J. M.

(Q. 38.) FISHING ACTS.—An action for damages is maintainable, for in the sea every one may fish of common right: (*Young v. Hitchens*, 6 Q. B. 606; *Ad. Torts*, 4th edit., pp. 111 and 336.) TYRO.

(Q. 39.) RENTCHARGE.—Where a lay person demands tithes "in kind," a claim of exemption is good on the ground of thirty years non-payment, unless the tithe owner can prove payment at some time prior to the commencement of such thirty years, and a claim of exemption after sixty years is absolute and indefensible (2 & 3 Will. 4, c. 100, s. 1); and it is not necessary to show a legal origin for the exemption (*Salkeld v. Johnson*, L. J., N. S., vol. 18, Chan.); but by the 5th section of the above Act, the time during which the tithes and the lands out of which they are payable are owned by the same person is not to be included in the thirty years, or the sixty years, as the case may be. This statutory bar applies now to tithes "in kind," which have been commuted: (6 & 7 Will. 4, c. 71, s. 49.) Assuming, therefore, that in the case put, the tithe was before the Tithe Commutation Act payable in kind, and that B. has held the ten acres for the full period of thirty years without any demand having been made for tithe, the purchaser from A.'s trustees may still show that tithe was paid at some time within thirty years prior to the commencement of thirty years, not reckoning, however, any period during which the land and tithes were owned by the same person, and in default he will be absolutely barred by the statute. The Act 3 & 4 Will. 4, c. 27, does not apply to tithes as between the tithe owner and the terre-tenant, but only as between adverse claimants: (*Dean and Chapter of Ely v. Cash*, 15 Meor. 617.) R. B. B.

(Q. 43.) MARRIAGE.—By statute 5 & 6 Will. 4, c. 54, "All marriages thereafter celebrated between persons within the prohibited degree of consanguinity or affinity shall be absolutely void to all purposes whatever." The case put falls within the law as to affinity, and the marriage would therefore be illegal. The will, consequently would not be avoided. (See *Stephen's Com.* vol. 2, pp. 265-6, edit. 6, and cases there cited.) C. L. R.

— A brother's wife being within the prohibited degrees of affinity, such a marriage would be null and void *ab initio*, in fact, there would be no marriage at all, the parties being incompetent to contract. The will of A., therefore, will be unaffected by any ceremony of marriage that may be solemnized between A. and his deceased brother's wife. J. Y.

(Q. 44.) BILL OF SALE—BANKRUPTCY.—It has been held that if the true owner (of goods) before he has notice of an act of bankruptcy available for adjudication against the bankrupt, and before the date of the order of adjudication communicates with the bankrupt and *bona fide* demands possession of the goods, and signifies his dissent to their longer remaining in the bankrupt's possession, this will be sufficient to defeat the claim of the trustee in bankruptcy. (See *Robson's Bankruptcy*, p. 459; also p. 417, seq.) C. L. R.

— Granting that the bill of sale was given to secure a *bona fide* advance, in which case the giving of it is not in itself an act of bankruptcy, it will be good as against the trustee in bankruptcy, notwithstanding that no sale has been made, provided that more than mere formal possession has been taken. As to what acts are sufficient to take goods out of the "apparent possession" of the bankrupt, see *Gough v. Everard* (8 L. T. Rep. N. S. 363), *Smith v. Wall* (18 L. T. Rep. N. S. 182), *Espartero Hooman, re Vining* (22 L. T. Rep. N. S. 179), and *Vicario v. Hollingsworth* (20 L. T. Rep. N. S. 362). The amount of the bill of sale being over £50 is altogether irrelevant to the question. J. Y.

(Q. 45.) CHANGE OF SURNAME.—A man may legally call himself by any name he thinks proper, but he cannot compel official persons or others to recognise any change he makes, and that seems to be the reason why a licence is sometimes obtained when a change of name is desired. As, in this particular case, A. has acquired his name by reputation he is most certainly legally entitled to retain it. J. Y.

(Q. 46.) LANDLORD AND TENANT.—Where it is unknown, and cannot be ascertained, or proved at what time of the year the tenancy actually commenced, the notice should be to quit on a specified quarter day, "or at the expiration of the current year of your tenancy, which shall expire next after the end of one half year from the service of this notice." If an ejectment founded on such notice be not commenced, nor the claimant alleged in the writ to be entitled to possession until some day after the third quarter day succeeding that mentioned in the notice, such notice will certainly be sufficient, supposing the rent to be payable on the usual quarter days, and no rent to be received which accrued subsequently to the quarter day mentioned in the notice. (See *Woodfall's Landlord and Tenant*, p. 299, edit. 8, and cases there cited.) C. L. R.

— In the absence of other evidence it should be assumed that "A's" tenancy commenced when he entered, and notice be given accordingly: (*Kemp v. Denett*, 3 Camp. 510.) J. M.

(Q. 47.) FINAL EXAMINATION.—On the question of the utility of Dart's Vendors and Purchasers, as compared with the similar work of Lord St. Leonards, I cannot do better than quote the opinion of Dr. Rolit, set forth in his pamphlet on the course of reading for the final examination. This gentleman says that "if he may be permitted to express an opinion upon so

difficult a subject, he must confess his preference for the work of Mr. Dart as a link in the course of study for the examination; the smaller size of the volume renders it more readable, and it is marked by little of that dogmatism which distinguishes the more celebrated work." I may add that the pamphlet from which I have quoted will be found invaluable by a student who intends to go in for honours, but is undecided in the choice of books to be read for such a purpose.

LEGULEIUS.

LAW SOCIETIES.

IRISH INCORPORATED LAW SOCIETY.

We have received a copy of the report of the council read at the meeting of the society noticed in our last issue. We take the following extracts from the report:—

APPLICATION TO ENGLISH SOCIETY—ATTORNEYS' CERTIFICATE DUTY.

The council requested to know what course their council might think it best to adopt in the matter. Your council subsequently received an answer from the secretary of that society, dated 11th Feb. 1874, saying that their council still thought it inexpedient to move in the matter—that there were matters of paramount importance to which attorneys and solicitors would shortly have to give their attention, particularly those with reference to a proposed alteration in the existing system of transferring land and the suggested establishment of a school of law; and that their council felt assured that the solicitors of England, whom they represented, would consider that the strength of their society could be more usefully employed than in endeavouring to procure the abolition of the certificate duty. Copies of the correspondence just detailed were at once forwarded to the Provincial Law Societies at Belfast, Cork, and Waterford, who did not seem to consider that any further unsupported efforts of this society would be attended with success.

ADDRESS TO THE RIGHT HONOURABLE LORD O'HAGAN, EX-LORD CHANCELLOR.

Upon the occasion of the retirement of Lord O'Hagan from the office of Lord High Chancellor Ireland, in February last, consequent upon a previous change in the ministry, your council, feeling that the Profession were much indebted to him for the support which he had at all times given them in their efforts to maintain its respectability, and also for the great practical interest which he had likewise evinced in the Solicitors' Benevolent Association, presented him with an address.

REMUNERATION OF SOLICITORS, SCALE OF FEES, &c.

It having been suggested to your council that they should frame a scale of fees, similar to that issued by the Law Society of England, your council prepared such a scale, applicable to loans and sales, which has been distributed largely amongst the Profession. Before issuing such scale, however, your council sent drafts thereof, showing the nature of the proposition, to the several Provincial Law Societies, and invited an expression of their opinion—also any suggestions which they might desire to offer. The Committee of the Northern Law Club, Belfast, adopted a resolution in reference to the proposed scale, in the following terms:

"That, while concurring in the recognition that fixed rates of remuneration would not be applicable in every case, and circumstances must in each case determine its adoption, this committee approve of the scale of commission on loans and sales, prepared by the council of the Incorporated Society, and proposed to be recommended to the Profession in Ireland, in lieu of the detailed items allowed under the schedule of fees."

The council of the Cork Law Society also informed your council "that they highly approved of the adoption of such a tariff, but that they believed it ought to apply to transactions commencing with £500; also, that they believed it would be most beneficial, as beginning a system of contract price for professional work, the difficulty in doing which had proved most prejudicial to this Profession." Encouraged by the foregoing testimony in favour of the proposed scale of commission, your council have had copies of it distributed amongst the members of your society and the Profession generally; but though they do not desire to render the scale obligatory on the Profession, yet they consider that its adoption by them, so far as practicable, would, in the great majority of instances, tend materially to simplify the carrying out of all transactions to which it may be found applicable.

NORWICH LAW STUDENTS' SOCIETY.

A MEETING of the above society was held at the Law Library on Tuesday evening, the 8th inst., when Mr. T. E. Page was in the chair. Mr. Button opened the subject for the evening's discussion, viz., "Ought the Mortmain Acts to be amended," in the affirmative. After an instructive debate the question was decided in the affirmative by a large majority.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at St. Clement's Inn Hall, on Wednesday, the 9th day of December, 1874; Mr. T. B. Girling in the chair. Mr. Castle opened the subject for the evening's debate—viz., "That it is necessary and advisable to abolish the Home Circuit." The motion was carried by a casting vote of the chairman. A paper was read by Mr. F. J. Baker upon "The working of the Legal Practitioners' Society," which was fully discussed and finally adopted. The subject for next week's discussion is—"That there should be free trade in the sale of liquors," to be supported by Messrs. Hunhart, L.L.B., and Toms; to be opposed by Messrs. Bone and Wingfield.

PORTSMOUTH LAW STUDENTS' SOCIETY.

A MEETING of the members of the above society was held at the Masonic Hall, Portsmouth, on Monday evening last, Thomas Cousins, Esq., the President of the Society, in the chair, and there was a large attendance of members.

The President announced the subject for the evening's debate, which was "The present law relating to breach of promise of marriage is undesirable." Messrs. Blake, Sims, Wainscot, and Fraser supported the affirmative, and Messrs. Kerwood, G.Y.L. Paterson, Dummer, Bramsdon, Whitehall, Rowe, and Bolitho, the negative.

On a division, the votes were taken, and the president declared a majority for the negative by 3.

On the motion of Mr. Wainscot, seconded by Mr. E. T. Palmer, a vote of thanks was accorded to the president for his attendance, who suitably replied and congratulated the meeting on the able manner in which the debate had been sustained.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

THE usual fortnightly meeting of this society was held at the County Court on Monday last, presided over by Mr. R. Welsh. The subject discussed was, "Is the separate estate of a married woman liable to her verbal engagements, not expressly charged upon it?" The affirmative side of the question was supported by Messrs. J. W. Piercy and E. F. Brook; and the negative by Messrs. M. J. Burn and J. H. Dransfield. The question was decided in the negative by a majority of one.

LAW STUDENTS' DEBATING SOCIETY.

AT the usual weekly meeting of the society, held at the Law Institution on Tuesday evening last, the question on the paper for debate was (No. 548, legal) "Is personal property settled to the separate use of a married woman for life without power of anticipation, and over which she has a general power of appointment by will, only made applicable for her separate debts by an exercise of the power not in favour of creditors?" After a long discussion, the point was settled in the negative by a large majority.

The next meeting of the society will be the last before the Christmas vacation.

PLYMOUTH, STONEHOUSE AND DEVON-PORT LAW STUDENTS' SOCIETY.

A MEETING of the law students in these towns was held at the Law Library, Plymouth, on Monday last, at which the above society was established. Mr. John Shelly was elected president; Messrs. Bennett, Adams, and Loye, vice-presidents; Mr. T. Wolferstan, treasurer; and Mr. J. P. Mann, secretary for the first year.

The meeting was well attended, and there being about eighty solicitors and twenty-four articled clerks in the three towns, there is every prospect of its proving a success.

HULL LAW STUDENTS' SOCIETY.

A MEETING was held in the Law Library on Tuesday, Dec. 1, Mr. J. M. Collier, in the absence of J. D. Sibree, Esq., occupying the chair. The members present were examined by the chairman from Haynes' Outlines of Equity, Lecture III., after which the following moot point, viz., "A., by will, gives the income of his real and personal estate to B. for life, with remainder to his (B.'s) heirs. B. survives A. and dies intestate. Is the heir entitled to the personal estate?"—was discussed. Mr. A. Collinson and Mr. A. C. Wilson being the speakers in the affirmative, and Mr. E. C. Boden and Mr. Moore the negative speakers. Mr. H. Lambert and Mr. G. A. A. Taylor also took part in the debate. The point was decided in the affirmative by a majority of two.

A further meeting of the same society was held on Tuesday last, R. H. Barker, Esq., occupying the chair. After the chairman's examination from Williams' Realty, part 5, Mr. Taylor introduced the question: "Was the case of *Coddington v. Paleologo* (L. Rep. 2 Ex. 193) rightly decided?" in the affirmative, while Messrs. Winter, Johnson, and Lambert addressed the meeting in the nega-

tive. On the voting being taken there appeared a majority of three in favour of the negative. A vote of thanks was given to the chairman, and the meeting closed.

WORCESTER LAW STUDENTS' SOCIETY.

At a meeting of this society, held at the Law Library, Worcester, on Tuesday the 8th inst., under the presidency of Mr. E. A. Davis, the subject of the training of articled clerks was discussed. The debate was opened by Mr. H. E. Macdonald, who proposed the following resolution: "That the examinations required to be passed before admission as a solicitor are unsatisfactory." The motion was opposed by Mr. J. H. Cooper, and the debate continued by Mr. A. B. J. Sherlock, Mr. H. Goldingham, Mr. W. W. A. Tree, the Chairman, Mr. T. W. Binyon, and Mr. A. S. Thursfield. Mr. Macdonald having replied, the motion was put to the meeting, and rejected by a majority of three, seven votes being recorded against the motion, and four in its favour.

INNS OF COURT LENDING LIBRARY.

It may not be known to all our readers that a library bearing the above name has been established for some few years past for the use of barristers' clerks. It is situated at 4, Fig Tree-court, Temple, and is open for the exchange of books on Monday, Wednesday, and Friday evenings, from five to seven o'clock. The library contains upwards of 1300 volumes, which consist of history, biography, travels, and the higher class of fiction, among which latter may be mentioned the works of Dickens, Thackeray, Scott, Bulwer Lytton, Marryat, Lever, &c. In addition to these, the newest works are obtained by a subscription to Mudie's Library. Taking into account the smallness of the subscription (5s. per annum), and the large amount of leisure enjoyed by the majority of the clerks, such an institution as this ought to be a great boon, more particularly to the "juniors." If it tends in ever so small a degree to check the perusal of the pernicious weekly literature for boys which is published in such abundance now a days, such a library as this is well worthy of support; and we may mention that many members of the Bar subscribe for their junior clerks. As showing the interest taken in the library by the legal profession, we may inform our readers that the following gentlemen have presided at the annual meetings of the society: The Hon. George Denman, Baron Pigot, the Hon. Mr. Justice Grove, Sir William Harcourt, Q.C., M.P.; J. Forsyth, Esq., Q.C., M.P.; F. Herschel, Esq., Q.C., M.P.; J. Macgregor, Esq. (Rob Roy); and G. Chance, Esq. (Lambeth magistrate). Any further information may be obtained of the librarian during the hours above stated.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

W. M. HILL, ESQ.

THE late William Money Hill, Esq., solicitor, of Newcastle-on-Tyne, who died from an attack of typhoid fever on the 15th ult., in the forty-fourth year of his age, was the eldest son of the late William Charles Hill, Esq., solicitor, of Walsingham, Norfolk, by Harriett, third daughter of John Reeve, Esq., of Wighton, in that county. He was born at Walsingham in the year 1831, and was educated at the Grammar School of that town by the Rev. R. Leader. He was admitted a solicitor in Easter Term 1855, and had practised at Newcastle since the year 1857. He was universally beloved and respected for his amiability and rectitude of character. Mr. Hill lived and died unmarried. His remains were interred at Walsingham.

M. LABORIE.

THE late M. Laborie, President of the Civil Chamber of the Court of Cassation in France, who died on the 30th ult., was one of the foremost in the legal profession in Paris, and by his death the French judicial bench has sustained a serious loss. In 1849 he was appointed by M. Odilon Barrot to the post of general secretary to the ministry of justice, and in that capacity reorganised the magistracy, which had been almost destroyed by the events of 1848. At the age of forty-nine, he was appointed a councillor of the Court of Cassation, and, though the youngest member of that tribunal, was speedily noted for his clearness and knowledge of law. In 1868 he was nominated to the presidency of the civil section, and here his decisions always commanded the respect of the profession.

C. G. ROBERTSON, ESQ.

THE late Charles Gordon Robertson, Esq., advocate, of Stonehaven, N.B., who died at Insh, Aberdeenshire, on the 24th ult., in the sixtieth year of his age, was a younger son of the late James Robertson, Esq., Writer to the Signet, of Edinburgh, and brother of the late Lord Robertson, Lord of the Court of Session in Scotland, whose talents and powers of humour he shared to a remarkable degree. He was born at Edinburgh in the year 1814, and was educated at the High School and Academy of Edinburgh (at which latter place he was a contemporary of the Archbishop of Canterbury); he completed his studies at the Metropolitan University, where he was a favourite pupil of Christopher North. Admitted an advocate in 1836, the conscientious and painstaking discharge of his duties soon gained for him a leading position, and in 1840 he was appointed Sheriff-Substitute of the Isle of Orkney. In 1846 he removed from Orkney to Kincardineshire, where he discharged the duties of the same office for a period of fifteen years, until, in 1861, failing health compelled him to tender his resignation. He afterwards resided chiefly at Insh, and though living in retirement, he never ceased to take an active interest in public affairs, nor missed an opportunity of helping forward a good cause. He took a leading part in the organisation of the local volunteer corps, and he also originated the Insh Penny Savings Bank, and gave most efficient aid to the District Bible Society, for several years acting as its secretary. "While an attached member and elder of the National Church," says the local journal, "and ever ready to help its schemes, he was of a truly catholic spirit, ever ready to sympathise with any proposal or object of charity, coming from whatever branch of the Christian Church. He took a special interest in the scheme for the improvement of the smaller livings of the clergy, visiting many localities in the North in order to advocate this cause. There are many in various districts who will miss the sheriff's wise counsel and charitable deeds." Sheriff Robertson was twice married; his second wife, whom he married in 1864, was the eldest daughter of the Rev. Archibald Storie, minister of Insh. The remains of the deceased gentleman were interred in Warriston Cemetery, near Edinburgh.

W. J. NAPIER, ESQ.

THE late William John Napier, Esq., barrister-at-law, of Dublin, who died on the 3rd inst. at his residence in that city, after a very short illness, in the thirty-eighth year of his age, was the eldest son of the Right Hon. Sir Joseph Napier, L.L.D., D.C.L., Vice-Chancellor of Dublin University, and late Lord Chancellor of Ireland; his mother was Cherry, second daughter of John Grace, Esq., of Dublin, and he was born in the year 1837. He was educated at Rugby and at Trinity College, Dublin, where he took his bachelor's degree in 1859, and proceeded M.A. in 1865. He was called to the Irish Bar in Hilary Term 1861, and was for some time registrar to the Lord Chief Justice of Ireland. Mr. Napier lived and died unmarried, and by his death the heirship to his father's title devolves upon his only brother Joseph, late captain 23rd Foot.

PROMOTIONS AND APPOINTMENTS.

MR. ALFRED MARTEN, Q.C., M.P. for Cambridge, has been appointed vice president of the Cambridge Board of Education.

MR. EDWARD D. SWABRECK, of Bedale, has been recently appointed a Perpetual Commissioner for taking acknowledgments of married women.

MR. EDWARD BATH, solicitor, has been appointed Town Clerk of Glastonbury, Clerk to the Urban Sanitary Authority, and Clerk to the Borough Magistrates in the place of his late partner Mr. Stephen Holman, deceased. Mr. Bath was admitted a solicitor in Michaelmas Term 1863.

MR. FREDERICK EDGAR VAN SANDAU, of No. 13, King-street, Cheapside, E.C., solicitor, has been appointed by the Lord Chancellor a Commissioner to administer Oaths in Chancery in London.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 27.

BURCHELL, WILLIAM; BURCHELL, WILLIAM, jun.; and BURCHELL, JAMES, jun., attorneys and solicitors, Broad Sanctuary, Westminster, as regards J. Burcheil, jun. Oct. 1. TILLEY and KEOHNE, attorneys and solicitors, Finsbury-pl.-south (Samuel Tilley and Henry Joseph KEOHNE). Nov. 1.

Bankrupts.

Gazette, Dec. 4.

To surrender at the Bankrupts' Court, Basinghall-street. HOGG, JOSEPH, tailor, 87, Queen-st., Finsbury, and Addens-rd, Kensington. Pet. Dec. 1. Reg. Spring-Ridge. Sur. Dec. 17.

To surrender in the Country.

ABELL, GEORGE MITCHELL, attorney and solicitor, Gloucester. Pet. Dec. 1. Reg. Wilton. Sur. Dec. 18. CLIFFORD, JEREMIAH, out of business, Eastbourne. Pet. Nov. 23. Reg. Blaker. Sur. Dec. 18. HALLWOOD, HENRY SPENCER, baker, Northwold. Pet. Nov. 23. Reg. Broughton. Sur. Dec. 17. HICKMAN, HENRY, builder, Birmingham. Pet. Dec. 1. Sol. Chantley. Sur. Dec. 23. JUSTICE, JOHN, farmer, Sturton. Pet. Dec. 1. Reg. Upplaby. Sur. Dec. 18. LANGHAM, THOMAS, grocer, Leicester. Pet. Dec. 2. Reg. Ingram. Sur. Dec. 17. VIAN, JACOB, innkeeper, Gramppond. Pet. Dec. 2. Reg. Chiccott. Sur. Dec. 21. WELCH, THOMAS, victualler, Twerton, near Bath. Pet. Dec. 1. Reg. Smith. Sur. Dec. 15.

Gazette, Dec. 8.

To surrender at the Bankrupts' Court, Basinghall-street. DRUCE, GEORGE F., gentleman, Queen's-bldgs, Queen Victoria-st. Pet. Dec. 4. Reg. Roche. Sur. Jan. 7. SCROGGIE, WILLIAM S., merchant, Leadenhall-st, City, and Clarendon-wharf, Wapping. Pet. Dec. 4. Reg. Brougham. Sur. Dec. 18.

To surrender in the Country.

HOLLOBORE, NATHANIEL GEORGE, tobacconist, Eastbourne. Pet. Dec. 4. Reg. Blaker. Sur. Dec. 21. JENKINS, THOMAS, grocer, Llanedey. Pet. Dec. 4. Reg. Lloyd. KING, LEWIS, hay and straw dealer, North Weald. Pet. Dec. 3. Reg. Pulley. Sur. Dec. 24. STOWER, CALDER WILLIAM, commission agent, Liverpool. Pet. Dec. 4. Reg. Watson. Sur. Dec. 21. WILSON, JOHN, provision dealer, Bath. Pet. Dec. 5. Reg. Smith. Sur. Dec. 23.

BANKRUPTCIES ANNULLED.

Gazette, Dec. 4.

STANWAY, THOMAS, builder, Norfolk-ter, Bayswater. Aug. 23, 1869.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 4.

AINSWORTH, RICHARD, jun., photographic artist, Bristol. Pet. Dec. 1. Dec. 17, at twelve, at office of Sol. Perham, Bristol. ANSTEE, JOHN DUFFY, miller, Fillegill. Pet. Nov. 30. Dec. 10, at half-past one, at office of Sol. Bancraft, Barnstable. ARMISTEAD, JOHN, shoddy merchant, Dewsbury. Pet. Nov. 24. Dec. 10, at three, at office of Sol. Ibberson, Dewsbury. BARBACLOUGH, THOMAS, innkeeper, Morley. Pet. Nov. 23. Dec. 11, at three, at office of Sol. Ibberson, Dewsbury. BEANEY, JAMES, lodging-house keeper, St. Leonard's-on-Sea. Pet. Nov. 28. Dec. 15, at three, at the Havelock hotel, Hastings. BEDELL, CHARLES, wine merchant, Mark-l. Pet. Dec. 1. Dec. 17, at twelve, at office of Quilter, Ball, and Co., 3, Moorgate-st. Sol. Broughton. BITTON, JAMES, boot maker, Whitehaven. Pet. Dec. 1. Dec. 18, at three, at office of Sol. McKelvie, Whitehaven. BLEASE, WILLIAM RYDER, contractor, Liverpool. Pet. Dec. 1. Dec. 17, at two, at office of Sol. Fowler, Liverpool. BOWEN, RICHARD, victualler, Shrewsbury. Pet. Dec. 2. Dec. 9, at eleven, at office of Sol. Morris, Shrewsbury. BRADY, JOHN, farmer, Bakewell. Pet. Dec. 2. Dec. 21, at two, at the Red Lion hotel, Bakewell. Sol. Hextall, Derby. BROWN, EDWARD, butcher, Manor-st, King's-rd, Chelsea. Pet. Nov. 25. Dec. 11, at ten, at office of Sol. Kish, Son, and Hambury, West-end, Strand. BUCKLEY, HOLDSWORTH, waste dealer, Holmfirth and Huddersfield. Pet. Nov. 27. Dec. 11, at three, at office of Sol. Leary and Leary, Huddersfield. BURBRIDGE, CHARLES HENRY, nurseryman, Dover. Pet. Dec. 1. Dec. 17, at three, at the Royal Oak hotel, Dover. Sol. Mowll. BUTTERWORTH, JOHN, cotton manufacturer, Basingstoke. Pet. Dec. 2. Dec. 21, at three, at the Clarence hotel, Spring-gardens, Manchester. Sol. Leigh, Manchester. CARTER, THOMAS, tea dealer, Leeds. Pet. Nov. 23. Dec. 15, at twelve, at office of Sol. Pullan, Leeds. CLAY, EDWARD STANLEY, pavior, Lincoln. Pet. Nov. 30. Dec. 16, at eleven, at office of Sol. Burton and Scorer, Lincoln. CLOSE, JOHN, calico printer, Manchester. Pet. Dec. 1. Dec. 21, at eleven, at office of Sol. Slater and Pacey, Manchester. COLLIER, JOHN HENRY, beerhouse keeper, Wolverhampton. Pet. Dec. 2. Dec. 9, at twelve, at office of Sol. Bill. Walsall. COPELAND, JOHN, draper, Northampton. Pet. Nov. 23. Dec. 15, at eleven, at office of Sol. Jeffery, Northampton. CRAWFORD, JOHN, builder, Leominster. Pet. Dec. 1. Dec. 16, at three, at office of Sol. Jacques, Birmingham. DAVENPORT, SAMUEL, pork butcher, Filton, within Bury. Pet. Dec. 1. Dec. 17, at three, at office of Sol. T. A. and J. Grundy and Co., Bury. DAVIES, JOHN, manufacturing confectioner, Bristol. Pet. Dec. 1. Dec. 17, at eleven, at office of J. Collins, jun., accountant, 39, Broad-st, Bristol. Sols. Salmon and Henderson, Bristol. DIGSWALL, JOHN, and DIGSWALL, WILLIAM, confectioners, Newcastle. Pet. Nov. 30. Dec. 16, at two, at office of Sol. Wallace, Newcastle. DOYLE, MICHAEL, bootmaker, Liverpool. Pet. Dec. 2. Dec. 22, at two, at office of E. Mingaud, 4, Clarence-st, Liverpool. Sol. Baker, Liverpool. ENTWISTLE, JAMES, draper, Wigan. Pet. Nov. 20. Dec. 24, at a quarter-past twelve, at the rooms of the Home Trade Association, 6, York-st, Manchester. Sol. Franco, Wigan. FEATHERSTONE, JOSEPH, merchant, Bulman Village and Newcastle, Wigan. Pet. Dec. 2. Dec. 15, at twelve, at office of Sol. Boyle, Shipley, and Hoyle, Newcastle. FOULKES, HUGH, bootmaker, Birkenhead. Pet. Dec. 2. Dec. 17, at eleven, at office of J. G. B. Mawson, accountant, 5, Duncan-st, Birkenhead. FRANK WILLIAM, tailor, Reading. Pet. Dec. 1. Dec. 16, at twelve, at office of Sol. Beale, Reading. GABRIEL, ELIAS, assistant clothier, Jarrow. Pet. Dec. 2. Dec. 15, at two, at office of Sol. J. G. and J. M. Joel, Newcastle. GILCHRIST, JOHN, travelling salesman, Liverpool. Pet. Dec. 2. Dec. 15, at two, at office of Sol. Beale, Reading. GODDER, GEORGE, innkeeper, Stoke-by-Nayland. Pet. Dec. 1. Dec. 18, at four, at office of Sol. Jones, Colchester. GRAY, MARY WOOLLY, widow, Shaldon, par. St. Nicholas. Pet. Dec. 18, at half-past eleven, at 7, Catherine-ter, Teignmouth, Devon. Teignmouth. GREENSDEN, THOMAS, farmer, Ringborough in Holderness. Pet. Dec. 1. Dec. 22, at two, at office of Sol. Messrs. Watson, Hull. GRIFFITHS, SAMUEL, out of business, Birmingham. Pet. Nov. 30. Dec. 15, at three, at office of Sol. Wright and Marshall, Birmingham. GURNEY, DANIEL, bricklayer, Kingston. Pet. Nov. 27. Dec. 14, at three, at office of Sol. Hicklin and Washington, Trinity-sq, Southwark. GYDE, JAMES LEWIS, factor, Birmingham, and Victoria-rd, par. Aston. Pet. Dec. 2. Dec. 17, at eleven, at office of Sol. Foster, Birmingham. HALLETT, SAMUEL, farmer, Brighton. Pet. Dec. 1. Dec. 23, at three, at the Star hotel, Lewes. Sol. Nye, Brighton. HAMMOND, THOMAS, oilman, Boston. Pet. Nov. 30. Dec. 17, at twelve, at office of Sol. Plunkett, Gutter-l. HESLETON, WILLIAM, butcher, Liverpool. Pet. Dec. 2. Dec. 17, at three, at office of Sol. Rundle, Liverpool. HINES, HENRY, painter, Chorley. Pet. Dec. 1. Dec. 16, at eleven, at office of Sol. Morris, Chorley. HEYWORTH, JONATHAN, cotton manufacturer, Brierfield, near Burnley. Pet. Nov. 28. Dec. 15, at three, at office of Sol. Grundy and Kershaw, Manchester. HIBBERT, JOHN, metal worker, Manchester and West Gorton. Pet. Dec. 1. Dec. 15, at three, at office of Sol. Sale, Shipman, Seddon, and Sale, Manchester. HITCH, GEORGE, barge maker, Ware. Pet. Nov. 23. Dec. 14, at twelve, at office of Sol. Foster, Ware. HODGKIN, JAMES, victualler, Hasland, near Chesterfield. Pet. Nov. 30. Dec. 18, at eleven, at the Star hotel, Chesterfield. Sol. Keely, Chesterfield. HOLBROOK, ALBERT, hosier, Knightsbridge-green. Pet. Nov. 21. Dec. 9, at four, at office of Sol. Carey and de Paula, Grocers' hall-c, Poultry. HOLLIER, THOMAS, commission agent, Victoria-rd, par. Aston. Pet. Nov. 30. Dec. 18, at three, at office of Sol. Jacques, Aston. HOOD, WILLIAM, innkeeper, Laugharne. Pet. Nov. 30. Dec. 18, at eleven, at office of Sol. Evans, Carmarthen.

IPDEN, BURREN, builder, Eastbourne. Pet. Nov. 30. Dec. 15. at ten, at the Crown hotel, Lewes

ILLINGWORTH, HARRIET, soda water manufacturer, Leeds. Pet. Dec. 1. Dec. 17, at two, at Wharton's hotel, Park-la-leas. Sol. Rider

JEFFS, CAROLINE, grocer, Willenhall. Pet. Dec. 1. Dec. 23, at 11, at office of Sol. Barrow, Wolverhampton

JUBB, GEORGE FREDERICK, wine merchant, Durham. Pet. Dec. Dec. 18, at twelve, at office of Sol. Patrick, Durham

KEPPEL, WILLIAM, tobacconist, Bristol. Pet. Dec. 1. Dec. 19, at eleven, at office of Sol. Essery, Bristol

LAWTON, SETH, draper, Huddersfield. Pet. Nov. 24. Dec. 15, at three, at office of Sol. Messrs. North, Leeds

LINDSAY, JAMES, printer, broker, Newcastle, and Leith. Pet. Nov. 30. Dec. 15, at one, at office of Sol. Sewell, Newcastle

MARTIN, JAMES, traveller, Darlington. Pet. Dec. 2. Dec. 22, at three, at office of Sol. Wilkes, Darlington

MCCLELLAN, ALEXANDER, and MCCLELLAN, LAURENCE THOMSON, financial agents, Lombard-street, George-yard, Lombard-st. Pet. Dec. 2. Jan. 1, at two, at office of Sol. Lewis, Munns, and Longden, Old Jewry

MCCLELLAN, WILLIAM, draper, Nottingham. Pet. Nov. 28. Dec. 22, at twelve, at the Assembly-rooms, Low-pavement, Nottingham. Sol. Everall and Turner

MARTIN, JOHN, schoolmaster, Gravesend. Pet. Dec. 1. Dec. 17, at two, at office of Sol. Pullen, Gravesend

MELBOURNE DAVID ATKINSON, hotel proprietor, Manchester. Pet. Nov. 28. Dec. 21, at three, at office of Sol. Messrs. Fox, Manchester

MELLOWES THOMAS, currier, Northampton. Pet. Dec. 2. Dec. 11, at twelve, at R. Howes, solicitor, Abington-st., Northampton. Sol. T. M. Percival, Rochester

MILES, WILLIAM, and CHARLES, grocer, proprietor, Railway-pl. Shoreditch. Pet. Dec. 2. Dec. 18, at two, at office of Lovelock and Whiffin, 19, Coleman-st. Sol. W. G. Brighton, 4, Dischgate-st-without

MILLAR, JOHN, manufacturing confectioner, Bristol. Pet. Dec. 1. Dec. 17, at two, at offices of J. Collins, jun., accountant, 39, Broad-st., Bristol. Sols. Salmon and Anderson, Bristol

MOODY, THOMAS CHARLES, out of business, Moncrief-rd., Ryel, Peckham. Pet. Nov. 25. Dec. 15, at two, at office of Beesley and Gray, 4, King-st., Chesham. Sol. Hicks, Annis-rd., South Hackney

MORGAN, WILLIAM WYNNE, grocer, Abercrombie. Pet. Dec. 1. Dec. 17, at two, at office of Sol. Jones, Newport

NEALE, JAMES, farmer, Barkby. Pet. Nov. 30. Dec. 17, at twelve, at office of Sol. Messrs. Harris, 6, Friar-l., Leicester. Sol. Owsen, 1, Leicester

NEVETT, WILLIAM and BURGEOYNE, HENRY HARLEY, mercers, Oakengates. Pet. Dec. 1. Dec. 18, at half past eleven, at Great Western Hotel, Birmingham. Sol. Leake, Shifnal

NUTTALL, EDWARD, machine broker, Rochdale. Pet. Dec. 2. Dec. 23, at three, at office of Sol. March, Rochdale

OLIVER, WILLIAM, draper, Oxford. Pet. Dec. 2. Dec. 21, at two, at the Chamber of Commerce, 145, Chesham-st. Sol. Mason, Gresham-st.

PALANOR, STONEY, cattle dealer and dairyman, Isle of Thanet. Pet. Dec. 1. Dec. 23, at twelve, at the Edinburgh-hall, High-st., Margate. Sol. Moss, Margate, and 39, Gracechurch-st.

PARKINSON, JOHN, slater and plasterer, Clitheroe. Pet. Nov. 28. Dec. 19, at eleven, at office of Messrs. Wheeler, solicitors, Market pl., Clitheroe

PEASE, ELIZABETH, grocer, Castleford. Pet. Dec. 1. Dec. 17, at three, at office of Sol. Stocks and Nettleton, Castleford

PRIDGON, JOHN THORN, out of business, Salford. Pet. Dec. 1. Dec. 17, at three, at office of Sol. Gould, Manchester

PROUDFOOT, WILLIAM, and RANDALL, HENRY, coal and lime merchants, North Shields. Pet. Nov. 30. Dec. 21, at three, at office of Sol. Kewney, North Shields

RAMSEY, JESSE, saddler and harness maker, Hull. Pet. Nov. 30. Dec. 10, at eleven, at office of B. Pickering, 8, Parliament-st., Hull. Sol. Water and Son

RATCLIFF, GEORGE, mercer and draper, Shrewsbury. Pet. Dec. 1. Dec. 21, at two, at office of Sol. Clarke, Shrewsbury

ROUTLEDGE, ELIZABETH, bookmaker, Liverpool. Pet. Dec. 2. Dec. 21, at three, at office of Sol. Bunn, Liverpool

SCRIVEN, EDWIN ROLFE, baker and coal dealer, Eitham. Pet. Nov. 27. Dec. 14, at one, at office of Sol. Eagleton, 40, Chancery-lane

SEAGER, GEORGE, cheesemonger, Highgate-rd. Pet. Nov. 28. Dec. 14, at three, at office of Sol. Leadhall, N. Brighton

SEVENOAKS, AMOS, out of business, Greenwich. Pet. Nov. 28. Dec. 12, at eleven, at office of Sol. King, 17, Upper Thames-st.

SHERBARD, FRANCIS, grocer, attorney and solicitor, Bristol and Plymouth. Pet. Dec. 1. Dec. 12, at twelve, at offices of A. Stevens, accountant, 5, Nicholas-st., Bristol. Sol. Stevens, Bristol

SHERWEN, JOHN, joiner and builder, Carlisle. Pet. Nov. 28. Dec. 16, at eleven, at office of Sol. Donald, Carlisle

SIMPSON, MARY ANNA, costume maker, Nicholl-st., Aldersgate-st. and Colveston-crescent, West Hackney. Pet. Nov. 18. Dec. 14, at two, at Mullen's office, Ironmonger-l., Chesham-st. Sol. Barton

SLADE, JAMES ROBERT, Lewisham. Pet. Nov. 28. Dec. 22, at eleven, at office of Sol. Post, 23, Great James-st., Bedford-row

SMITH, ALFRED, of no occupation, Rectory-rd., Hornsey. Pet. Dec. 1. Dec. 27. Dec. 14, at two, at office of Sol. Catlin, Gridhall-yard

SPRING, WALTER WILLIAM, gardener and grocer, Overbury. Pet. Nov. 30. Dec. 7, at eleven, at office of Sol. Billings, Cheltenham

STANFORD, WILLIAM, cheesemonger, Brighton. Pet. Nov. 30. Dec. 8, at three, at office of Sol. N. Brighton

SUMMERS, GEORGE, commercial clerk, Eleanor-rd., Dalston. Pet. Nov. 21. Dec. 11, at three, at office of Sol. Cooper, 5, Charing-cross

SWEETMAN, JOHN FREDERICK, general dealer, Ladbrook-grove-rd., Nottingham. Pet. Nov. 20. Dec. 16, at three, at offices of W. Dormer, 33, Moorgate-st. Sol. Pullen, 1, Cloisters, Temple

TATE, GEORGE, blacksmith, Peterborough. Pet. Nov. 30. Dec. 17, at twelve, at office of Sol. Gaches, Peterborough

TERRY, JAMES, beer retailer, Lord Napier, Collingwood-st., Mile-end. Pet. Nov. 23. Dec. 14, at two, at offices of Beesley and Gray, accountants, 4, King-st., Chesham. Sol. Hicks, 10, Annis-rd., South Hackney

THORNTON, WILLIAM JOHN, hairdresser, Northampton. Pet. Nov. 28. Dec. 18, at three, at the Peacock hotel, Market-square, Northampton. Sol. Jeffery, Northampton

TREW, HENRY FREDERICK, tobacconist, Tenby. Pet. Nov. 30. Dec. 21, at two, at the Townhall, Carmarthen. Sols. Gwynne and Stokes, Tenby

TURNER, WILLIAM, wheelwright, Enfield Highway. Pet. Nov. 27. Dec. 22, at three, at office of F. Holloway, accountant, 173, Ball's Pond-rd., Islington. Sol. Fenton, Albion-rd., Kingsland

WALDOCK, JOHN THOMPSON, miller, Pampisford. Pet. Nov. 28. Dec. 15, at two, at the hotel, Petty Cury, Cambridge. Sols. Ellison and Burrows, Cambridge

WATSON, ALFRED, solicitor and attorney-at-law, York. Pet. Nov. 30. Dec. 22, at two, at office of Sol. Crumlie, York

WATSON, GEORGE, shipowner, Sunderland. Pet. Dec. 1. Dec. 18, at ten, at office of Sol. Oliver and Butterell, Sunderland

WHARTON, EDWIN CHARLES, corn merchant, Attleborough. Pet. Dec. 1. Dec. 12, at half-past ten, at office of Sol. Claburn, Norwich

WEBSTER, MATILDA LOUISA, milliner and dressmaker, York. Pet. Dec. 1. Dec. 16, at a quarter past three, at office of Sol. Crumlie, York

WHITLOCK, GEORGE, foreman, Bournemouth. Pet. Dec. 1. Dec. 17, at two, at office of Sol. Hill, Salisbury

WILCOX, EDWARD, draper, London. Pet. Dec. 1. Dec. 18, at twelve, at office of Sol. Jones, Wrexham

WILKINSON, CHARLES JEREMIAH, boot manufacturer, Leicester. Pet. Dec. 1. Dec. 17, at three, at office of Sol. Harvey, Leicester

WILLIAMS, HENRY, and WILLIAMS, FRANK, brick manufacturer, Llanfyll. Pet. Nov. 30. Dec. 23, at three, at the Castle hotel, Bangor. Sol. Allanson, Carnarvon

WILLIS, GEORGE, butcher, Porthcawl. Pet. Nov. 27. Dec. 15, at twelve, at office of Sol. Stockwood, jun., Bridgend

WILSON, JOHN, waste dealer, Padbury. Pet. Nov. 27. Dec. 15, at three, at office of Sol. Pullen, Leeds

WIMPENY, JOHN DYSON, pianoforte dealer, Leeds. Pet. Nov. 30. Dec. 16, at ten, at offices of Messrs. J. Routh and Co. Royal Insurance-buildings, Park-row, Leeds. Sols. Iveson and Mellor

ZEVELICH, CONSTANTINO, merchant, Ethelburga-house, Bishopgate-st., and Trieste, and Corfu. Pet. Dec. 1. Dec. 16, at two, at offices of Messrs. Cooper, Bros. and Co., 14, George-st., Mansion House. Sols. Hollam, Son, and Coward, Mining-l.

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AUSTEN, JOHN, oilman, Sevenoaks. Pet. Nov. 28. Dec. 15, at one, at the Sennocke Arms, Sevenoaks. Sol. Dounis, Lincoln's-inn-fields

BEDFORD, WILLIAM, surgeon, Brighton. Pet. Nov. 27. Dec. 29, at three, at office of Sol. Brandreth, Brighton

BEITON, JAMES FAIRCHILD, stone mason, Northampton. Pet. Dec. 1. Dec. 18, at eleven, at office of Sol. Jeffery, Northampton

BLANCHETT, GEORGE, grocer, Wootton Bassett. Pet. Dec. 2. Dec. 22, at eleven, at the White Lion hotel, Broad-st., Bristol

BOWERS, WILLIAM HENRY, broker, Wednesday. Pet. Dec. 3. Dec. 19, at eleven, at office of Sol. Slater, Butcher, Darlington. Sol. Edwards, Darlington

BRIGHAM, ROBERT, butcher, Scarborough. Pet. Dec. 5. Dec. 21, at twelve, at office of Sol. Williamson, Scarborough

BURMAN, EDWIN, innkeeper, Thorpe Common, near Rotherham. Pet. Dec. 4. Dec. 21, at four, at office of Sol. Rhodes, Rotherham

BURGH, NICHOLAS PROCTOR, consulting engineer, Waterloo Bridge-rd. Pet. Dec. 4. Dec. 23, at two, at offices of Sols. Paterson, Wm. Gurney, and King, Lombard-st.

CHEER, FRANCIS, shipowner, Liverpool. Pet. Dec. 2. Dec. 21, at three, at office of Sol. Jones, Liverpool

CLEMENTS, WILLIAM, farmer, Nottingham. Pet. Dec. 5. Dec. 21, at eleven, at office of Sol. Fraser, Nottingham

COPELAND, EDWARD, ironmonger, Southampton. Pet. Nov. 28. Dec. 15, at one, at offices of Nichols and Landerdale, accountants, 14, Old Jewry-chmbs, Old Jewry, London. Sol. Guy, Southampton

COPPING, JOSEPH HENRY, plain and fancy box manufacturer, Clarendon-st. Pet. Dec. 1. Dec. 16, at two, at offices of Sol. Finch, Clifford's-lane, Fleet-st.

CULVER, RICHARD, working jeweller, Amwell-st., Pentonville. Pet. Dec. 7. Dec. 23, at three, at office of Sol. Ricketts, Frederick-st., Gray's-inn-rd.

CURRIER, and CURRIER, JOHN, jun., fishmongers, Northampton. Pet. Dec. 5. Dec. 21, at one, at office of Sol. Rice, Northampton

CUTLER, EDWARD, farmer, Iwer. Pet. Dec. 4. Dec. 22, at three, at the Chequers, Sol. Uxbridge, Sols. Woods, Paterson and Garner, Uxbridge

DANZIGER, EMANUEL, professor of elocution, Guilford-st., Russell-sq. Pet. Dec. 3. Dec. 18, at three, at Sols. Gresham and Son, Basinghall-st.

DAVIS, JOHN, grocer, Pontlottyn. Pet. Dec. 2. Dec. 18, at twelve, at office of Sol. Lewis, Morthyr Tydl

DAVIES, WILLIAM, provision dealer, Farnworth, nr. Bolton. Pet. Dec. 5. Dec. 22, at four, at office of Sols. Adleshaw and Warburton, Manchester

DOUGLAS, GEORGE, innkeeper, Eversley. Pet. Dec. 1. Dec. 18, at one, at the Chequers Inn, Eversley. Sol. Eve, Aldershot

DELLAM, ROBERT, plumber, New Park-rd., Brixton-hill. Pet. Dec. 5. Dec. 23, at eleven, at office of Sol. Rice, Streatham-pl., Brixton

EVANS, RALPH, beerhouse keeper, Middlesborough. Pet. Dec. 4. Dec. 23, at eleven, at Mrs. Barker's Temperance hotel, Bridge-st. West, Middlesborough. Sol. Bainbridge, Mid. Leeborough

FELDON, GEORGE HENRY, fancy box manufacturer, Lower Marsh, Lambeth. Pet. Nov. 24. Dec. 18, at three, at offices of Sol. Sadgrove, Mark-l.

FISHER, CORNELIUS, gunsmith, Princess-st., Leicester-sq. Pet. Nov. 27. Dec. 17, at twelve, at offices of Sols. Barber and Browne, Ironmonger-l., Chesham

FLETCHER, THOMAS, confectioner, Birkenhead. Pet. Dec. 3. Dec. 21, at two, at office of Messrs. Rose and Price, accountants, North John-st., Birkenhead. Sol. Hunter, Liverpool

FLETCHER, WILLIAM HENRY, out of business, Bolsover. Pet. Dec. 3. Dec. 19, at three, at office of Sol. G. Chesterfield

FRANKLIN, SIEGFRIED, general dealer, Ekeington. Pet. Dec. 2. Dec. 18, at eleven, at office of Sol. Bunn, Sheffield

FRER, GEORGE, and FRER, HENRY, builders, Leicester. Pet. Dec. 3. Dec. 22, at twelve, at offices of Sols. Messrs. Fowler, Smith, and Warwick, Leicester

GARDNER, HENRY, carpenter, Brondesbury-rd., Kilburn. Pet. Dec. 21. Dec. 21, at ten, at the Pine Apple hotel, Carlisle-st., Church-st., Marylebone. Sol. Fulcher, London-wall, E.C.

GETTING, FREDERICK GEORGE, tailor, Wellington. Pet. Dec. 2. Dec. 19, at twelve, at office of Sol. Marcy, Wellington

HALL, GEORGE, grocer, South Shields. Pet. Dec. 3. Dec. 22, at three, at office of Sol. Kewney, North Shields

HEWLETT, HENRY, saddler, Lymington. Pet. Dec. 3. Dec. 18, at three, at office of Sol. Shuttle, Southampton

HOCKING, JAMES, dealer in beer. Pet. Dec. 4. Dec. 22, at two, at the Moon hotel, High-st., Exeter. Sols. Carlyon and Paul, Truro

HOWARTH, ABRAHAM, glass and window cleaner, Smalldale. Pet. Dec. 2. Dec. 22, at three, at office of Sol. Chorlton, Manchester

HUGHES, ROBERT, grocer, Birmingham. Pet. Dec. 3. Dec. 4. Dec. 18, at three, at office of Sol. Parry, Birmingham

HUGHES, ROBERT, farmer, Brynlan Cochion Llysfaen, and Colwyn. Pet. Dec. 5. Dec. 23, at two, at the Hop Pole hotel, Chester. Sol. Jones, Conway

JACKSON, JOSEPH WOODHOUSE, draper, Lincoln. Pet. Dec. 3. Dec. 18, at eleven, at office of Sol. Harson, Lincoln

JOLLY, JAMES, plasterer, Wharfedale. Pet. Dec. 1. Dec. 18, at three, at office of Sol. Fawcett and Malcolm

JONES, THOMAS, beerhouse keeper, Leeds. Pet. Dec. 2. Dec. 21, at eleven, at office of Sol. Harson, Leeds

KENDAL, GEORGE, provision dealer, Huddersfield. Pet. Nov. 27. Dec. 16, at three, at office of Sol. Messrs. Leary, Huddersfield

LAIRD, WILLIAM, baker, Bracknell. Pet. Dec. 5. Dec. 22, at eleven, at the Red Lion Inn, Bracknell. Sol. Snow, College-lane, Bracknell

LAWES, JOHN WILLIAM, tailor, Shoemakers. Pet. Dec. 3. Dec. 23, at twelve, at offices of Sols. Sole, Turner, and Knight, Alder manbury. Sol. Blake, Portsea

LEACH, JOHN, plumber and glazier, Bradford. Pet. Dec. 4. Dec. 19, at three, at offices of Sols. Berry and Robinson, Bradford

LEWIS, THOMAS, ironmonger, Abercrombie. Pet. Dec. 2. Dec. 18, at two, at office of Sols. Messrs. Pan, Newport

LONG, FRIEND, greengrocer, Cheltenham. Pet. Dec. 3. Dec. 24, at three, at office of Sol. Bell, Cheltenham

LONGSTAFF, HENRY, shipowner, Sunderland. Pet. Dec. 5. Dec. 23, at three, at office of Sol. Bell, Sunderland

MABE, JOHN, butcher, Tenby. Pet. Dec. 3. Dec. 16, at two, at the Coburg hotel, Tenby. Sol. Glascoedine, Swansea

MARRIS, GEORGE, jeweller, Colchester. Pet. Dec. 3. Dec. 21, at twelve, at the Station Inn, Midland-rd., Derby. Sols. Henwood and Marlow

MASKELL, WILLIAM, cattle dealer, Little Bentley. Pet. Dec. 4. Dec. 22, at eleven, at the Three Cups hotel, High-st., Colchester. Sol. Folland, Ipswich

MAUNDER, AARON, watchmaker, Launceston. Pet. Dec. 5. Dec. 21, at four, at office of Sol. Brian, Plymouth

MAXWELL, WILLIAM, jun., corn merchant, Claxton. Pet. Dec. 3. Dec. 24, at three, at office of Sol. Bell, Hartlepool

MILLAN, THOMAS EDMUND, commission agent, Manchester. Pet. Dec. 3. Dec. 21, at eleven, at office of Sols. Boote and Edgar, Manchester

MYERS, FREDERICK, grocer, Preston. Pet. Dec. 1. Dec. 18, at eleven, at office of Sol. Fryer, Preston

NEWMAN, MAURICE, and NEWMAN, ABRAHAM, jewellers, Cheetham. Pet. Dec. 5. Dec. 14, at two, at offices of Sols. Nuttall and Son, Manchester

NICHOLSON, ALBERT HENRY, Newcastle-upon-Tyne, and Queen Victoria, London. Pet. Dec. 3. Dec. 18, at two, at office of Sol. Hoyle, Newcastle-upon-Tyne

NOTT, JOHN, wheelwright, Cheltenham. Pet. Dec. 4. Dec. 22, at eleven, at office of Sol. Smith, Cheltenham

ORRICK, HENRY, dentist, Salford. Pet. Dec. 4. Dec. 18, at four, at office of Sol. Best, Manchester

ORRELL, THOMAS, ORRELL, JAMES, cotton manufacturers, Blackburn. Pet. Dec. 4. Dec. 21, at three, at the warehouse of Messrs. Malcolm Ross and Co., Market-st., Manchester. Sol. Wood, Manchester

PARKER, HENRY BROOKFIELD, grocer, Brighton. Pet. Dec. 4. Dec. 19, at three, at office of Sol. Goodman, Brighton

PARKER, JOHN, PARKER, JOHN CHARLES, and PARKER, JAMES, of Penryn. Pet. Dec. 3. Dec. 15, at twelve, at office of Sol. Wilkinson, York

PARKES, JOHN, gilt jeweller, Birmingham. Pet. Dec. 5. Dec. 21, at twelve, at offices of Messrs. Sharp, accountants, Argyle-chmbs, 34, Colmore-rd., Birmingham. Sol. Cottrell, Birmingham

PARKINSON, BENJAMIN, grocer, Leeds. Pet. Dec. 4. Dec. 22, at half-past two, at the Exchange hotel, New Bridge, Leeds. Sols. Watson and Dickson

PARSONS, JOSEPH, and PARSONS, THOMAS, builders, Prospect House, Charles-st., Holloway. Pet. Dec. 5. Dec. 23, at three, at offices of H. A. Dubois, Gresham-bldgs, Basinghall-st. Sol. F. T. Dubois, King-st., Chesham

PARRY, ROBERT, grocer, Bodeford. Pet. Dec. 2. Dec. 18, at two, at the Railway hotel, Bodeford. Sols. Jones, Menai Bridge

PEARCE, JOHN HAMMOND, sen., licensed victualler, Wigan. Pet. Dec. 4. Dec. 22, at three, at the Talbot Hotel, Maltson. Sol. Corbett

PETRALI, ANGELO, optician, Cardiff. Pet. Dec. 3. Dec. 22, at eleven, at office of Barnard, Clarke, McLean, and Co., accountants, 3, Louthbury, London. Sols. Griffith and Corbett, Cardiff

POPE, JAMES, clerk, Bickerton-rd., Clapton-pk. Pet. Dec. 3. Dec. 21, at two, at offices of Sol. Stuart, Ironmonger-l.

PRATT, JOSEPH, wine and spirit merchant, Richmond. Pet. Dec. 2. Dec. 19, at three, at office of Sol. Thompson, Richmond

RADLEY, GEORGE HENRY, woollen manufacturer, Castleford. Pet. Nov. 28. Dec. 18, at eleven, at office of Sol. Stringer, Gesselt

REID, THOMAS, auctioneer, Sheffield. Pet. Dec. 3. Dec. 21, at eleven, at the Albert Hall, Barker Pool, Sheffield. Sol. Fretton

RENOUVE, JAMES GEORGE, manufacturing stationer, Shepherdess-walk, City-rd., and Angel and Porter-st., Golden-l. Pet. Dec. 3. Dec. 22, at three, at office of Sols. Knox and Mead, Newgate-st.

ROBERTSON, JAMES, blue slater, Leeds. Pet. Dec. 3. Dec. 22, at one, at office of Sol. Harle, Leeds

ROGERS, HENRY WILLIAMS, frommonger, Belaise Park-rd., Princes-mews, Belaise-pk. Pet. Dec. 1. Dec. 18, at two, at offices of Beesley and Gray, accountants, 4, King-st., Chesham. Sol. Lay, Poultry

ROWBOTHAM, EDMUND, shoe maker, Preston. Pet. Dec. 3. Dec. 22, at eleven, at office of Sol. Fryer, Preston

SEWELL, WILLIAM EDWARD, book keeper, Leeds. Pet. Dec. 3. Dec. 21, at two, at office of H. Varley, Sol. Harle, Leeds

SCOTT, GEORGE, innkeeper, Thirsk. Pet. Dec. 3. Dec. 21, at three, at office of Sols. Arrowsmith and Richardson, Thirsk

SCOTT, HENRY, coal dealer, Brierley, Manchester. Pet. Dec. 4. Dec. 21, at twelve, at office of Sol. Hawkes, Birmingham

SMITH, HENRY CHARLES, refreshment-house keeper, Leadenhall-st. Pet. Nov. 27. Dec. 22, at three, at office of Sol. Watson, Gull-hall

SMITH, JOHN, waste dealer, Halifax. Pet. Dec. 2. Dec. 21, at three, at office of Sol. Jubb

STEVENS, CHARLES, cheesemonger, Bridge-rd., Battersea. Pet. Dec. 4. Dec. 21, at three, at offices of Sols. Gower, Priestley, and Stevenson, Frederick, Slough. Pet. Dec. 4. Dec. 22, at eleven, at the Royal Hotel, Slough. Sol. Phillips, Gray's-inn-sq.

STONE, JAMES, cattle dealer, Newmarket-rd., Camden town. Pet. Dec. 7. Dec. 23, at two, at offices of Sol. Spiller, South-pl., Finsbury

SWIFT, WILLIAM, currier, par. Rushall. Pet. Dec. 4. Dec. 21, at eleven, at office of Sol. Stanley, Walsall

TAYLOR, JAMES, plaster, Walsall. Pet. Dec. 5. Dec. 22, at eleven, at office of Sol. Glover, Walsall

TAYLOR, WILLIAM, market gardener, Smallbury-green, Isleworth. Pet. Nov. 29. Dec. 15, at eleven, at office of Gomm, 16, Southampton-st., Strand. Sol. Farnell and Briggs, Isleworth

TIBBS, JOHN, shoe manufacturer, Nantwich. Pet. Dec. 2. Dec. 22, at two, at the Union Inn, High-st., Nantwich. Sol. Lisle, Nantwich

TIBBUTT, JOHN BATCHELOR, professor of music, Bromsgrove. Pet. Dec. 3. Dec. 19, at eleven, at office of Sol. Hoar, Bromsgrove

WEBSTER, JOHN WILLIAM, out of business, Beaminster. Pet. Dec. 4. Dec. 18, at three, at office of Sols. Hobbs and Sina, Bristol

WHEATLEY, THOMAS HENRY, ANDERSON, ROBERT, under-clothing manufacturers, Manchester. Pet. Dec. 3. Dec. 22, at eleven, at offices of Sols. Sutton and Elliott, Manchester

WHITTHURCH, THOMAS WILLIAM, botanist, Manchester. Pet. Dec. 4. Dec. 19, at twelve, at offices of Sol. Whitlow, Manchester

WILLIAMS, THOMAS, draper, Birkenhead. Pet. Dec. 3. Dec. 22, at three, at office of Messrs. Thompson and Stann, accountants, 34, Hamilton-sq., Birkenhead. Sol. Downham, Birkenhead

WILLIS, GEORGE, timber merchant, High Wycombe. Pet. Dec. 2. Dec. 31, at three, at the Falcon hotel, High Wycombe. Sol. Gifford, Lincoln's-inn-fields

WINNALL, JOHN EDWIN, estate agent, Strand. Pet. Nov. 28. Dec. 21, at two, at the London Warehousemen's Association, 11, Chesham-st. Sol. Gill, Chesham

WINFIELD, JOHN, restaurant keeper, Leeds. Pet. Dec. 3. Dec. 19, at eleven, at office of Sol. Carr, Leeds

WRIGHT, WILLIAM, watchmaker, Nottingham. Pet. Dec. 4. Dec. 22, at eleven, at the Assembly Rooms, Nottingham. Sol. Fraser, Nottingham

YOUNG, JOHN, druggist, Sunderland. Pet. Dec. 4. Dec. 22, at two, at the Queen's hotel, Fawcett-st., Sunderland. Sol. Steel, Sunderland

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Colwell, H. D. farmer, second, 6d. 17-3nds., and 1s. 6d. 7-3nds. at 10, Basinghall-st. - *Black, H. chessman, first, 1s. 3d. Paget, Basinghall-st. - Jago, J. accountant, first and final, 3s. Daw, Exeter. - Nicholas, J. K. timber merchant, sixth, 1s. 2d. Harley, Bristol.*

Blankley, W. H. chemist, first, 2s. At Sols. Oldman and Iveson, Galsborough-st., Bolton. G. E. farmer, first, 3s. 1d. At Sols. Brown, Ludlow. - *Brady, A. grocer, first and final, 1s. 6d. At Trust J. Rutter, 98, Corporation-st., Manchester. - Brooks, R. W. baker, first and final, 1s. 1d. At Sols. Bradford and Foote, Swindon. - Chambers, E. G. painter, second and final, 4d. At Trust. G. Bell, 1, Harbord-pl., Bath. - *Croft, F. J. builder, third and final, 1d. At Trust. R. E. James, 52, Moorgate-st. - King, T. J. snack-oven, first and final, 1s. 10d. At Trust. L. Blake, Hall-Quay-chmbs, Great Yarmouth. - Mills, M. printer, further, 14d. At Trust. R. Furnell, 92, Odeon-st., Manchester. - Roberts, W. farmer, first and final, 1s. At Trust. J. Lewis, Snowden-st., Portmadoc. - *Stewart, T. builder, first and final, 2s. 10d. At Sol. Hillman, Lewes. - Tylor and Piles, joiners, joint 1s. 6d., and sep. of H. Piles of A. at Trust. G. B. Cuff, 14, Tib-la, Manchester. - Woodcock, J. iron-founder, first and final, 3s. At Trust. J. H. Blackburn, Commercial Bank-bldgs, Bradford.***

Orders of Discharge.

Gazette, Dec. 1.

WOODCOCK, HENRY, builder, Birmingham

Gazette, Dec. 4.

CLARK, ELIZABETH ANN, hotel keeper, Harrogate

WALKER, THOMAS, travelling draper, Rochester

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

LEWIS-On the 4th inst., at 1, Sheffield-gardens, Kensington, W. the wife of Somers Lewis, of Lincoln's-inn, Barrister-at-law, of a son.

MARRIAGES.

MACPHERSON-MACLEAN-On the 2nd inst., at the church of All Saints, Southampton, John Macpherson, of the Inner Temple, and the High Court, Barrister, to Emily Christian, eldest daughter of W. Campbell Maclean, C.B., M.D., Surgeon General and Professor of Military Medicine, Army Medical School, Netley.

DEATHS.

BRANDT-On the 6th inst., at 3, Pic Tree-court, Temple, aged 54, Francis Frederick Brandt, of the Inner Temple, Barrister-at-law.

FERGUSON-On his voyage home, on board the steamship *Celtic*, aged 37, Thomas Benyon Ferguson, Barrister-at-law.

The throat and windpipe are especially liable to inflammation, causing soreness and dryness, tickling and irritation, inducing cough and affecting the voice. For these symptoms use glycerine in the form of jubes. Glycerine in these agreeable confection, being in proximity to the glands at the moment they are excited by the act of sucking, becomes actively healing. 6d. and 1s. packets (by post 8 or 15 stamps), labelled "James Epps and Co., Homoeopathic Chemists 48, Threadneedle-street, and 170, Piccadilly." (Adv.)

To Readers and Correspondents.

THOMAS A. TWIZELL.—The books necessary to be read for the Intermediate Examination are prescribed by the examiners. Apply to the secretary at the Law Institution, stating the year in which you will present yourself for examination. ARTICLED CLERK (Tunbridge Wells) wishes to ascertain the address of the nearest debating society to this town, and what is the best work on bankruptcy law to study for the Final Examination.

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NOTICE.

CHRISTMAS DAY this year falling on Friday, our NEXT ISSUE will be published on Thursday, the 24th December. Advertisements to be inserted must be received by or before the last post on Wednesday.

The Law and the Lawyers.

THERE are twenty-one petitions arising out of the late municipal elections to be disposed of by the municipal election Judges, whose number for the current year has been raised from three to five.

A CURIOUS illustration of the procedure of the Common Law of England has been afforded in the case of *Herbert v. Webster*, which was recently decided in the Court of Common Pleas by Mr. Justice KEATING and a common jury. The plaintiff brought an action of ejectment against the defendant, under circumstances which necessitated a formal demand of rent at common law, inasmuch as the lease did not contain a clause dispensing with a formal demand. Intricacy and extreme technicality are always linked with old legal procedure. Readers of Blackstone are aware that there is no exception to this peculiarity in the demand for rent known to the common law of this country. The sum due must be demanded on the premises at a convenient time before sunset on the last day on which it may be paid, and if it is not then paid the landlord may recover possession of the premises, but he may not break open a house of which the rent is in arrear to make distress (Co. Lit. 161). The rarity of such cases in our Superior Courts is evident from the fact that his Lordship confessed that this was the first time he had ever known such a demand proved. Rare, however, as they are, the case of

Herbert v. Webster is another proof of the long continuity of our legal system, and of the necessity incumbent upon lawyers of being familiar with archaic legal forms and practice.

THE Leeds Police Court has been recently engaged upon a case which will interest particularly all supporters of the Royal Society for the Prevention of Cruelty to Animals. The case itself will be found reported in another column. It arose out of some alleged acts of cruelty committed in Edmonds's Managerie. From the evidence it appears that to the managerie, which was at Leeds during the fair, was attached a cage, containing six hyenas. One HEWITT was in the habit of making these animals perform by lashing them with a whalebone whip-stock. He also introduced an iron hoop bound round with rope, which, after it had been dipped in spirits, was set on fire. The hyenas were then, at the sound of a gong, flogged through the hoop. This cruel sport called forth cries of "shame" from many people in the show—to the credit of the audience be it said. The magistrate, before whom the case was heard, had no doubt that gross cruelty had been committed, but he paused in considering whether the law in its present state had been violated. His Honour considered the real question, looking at the Acts of Parliament, to be Whether a hyena, kept as these were, was a domestic animal. By 12 & 13 Vict. c. 92, s. 2, it is enacted that any person cruelly ill-treating any animal shall be subject to a penalty of £5. The interpretation clause, however, limits the word "animal" to certain animals enumerated "or to any other domestic animal." The other sections and statutes referred to will be found in our report. We need make no further remark about them, because the question before the court was practically that stated. It is unfortunate that such cruelty should pass unpunished; yet we cannot see how any other decision could have been arrived at. To say that a hyena confined in a cage is a "domestic animal" would, we must confess, gratify one's feelings of humanity, as it would enable the law to lay a heavy hand upon the authors of gross brutality; but, on the other hand, such an interpretation would be very forced, nor could it be upheld unless there were an acknowledged determination on the part of the court to supply the deficiency of the law in accordance with the kindly dictates of our nature.

THE members of the Bar appointed by the Election Judges to try municipal election petitions are five in number. Mr. DOWDESWELL, Q.C., and Mr. SAUNDERS are re-appointed, and the three new appointments are Mr. PRIDEAUX, Q.C., Mr. PRENTICE, Q.C., and Mr. CHARLES COLEMAN. The gentleman not re-appointed is Mr. R. J. BIRON, and he has lost his position because he was a candidate for the representation of Canterbury, and has been engaged "as a partizan" in political matters. In communicating their determination to Mr. BIRON, we understand the Judges expressed their entire appreciation of his qualifications for the office, and the ability and impartiality with which he had discharged his functions. In this we quite concur. We have read more than one of Mr. BIRON's judgments; they were marked by a wide and clear knowledge of election law, and we consider that whilst the Judges have undoubtedly acted from a sincere desire to preserve the judgment seat from the mere suspicion of partiality, they have inflicted a loss on the public. We suggest no invidious comparisons, but it is sufficient to remark that experience in such an office is of the most essential importance. The hardship entailed upon the learned gentleman who has been superseded is obvious. We believe it has never been supposed that the holding the office of municipal election Judge was inconsistent with political activity. Had the contrary been announced when the appointments were originally made, an option would have been given to the gentlemen selected. Now, the deprivation of office follows rather as a penalty. If the Judges have erred the error may, perhaps, be considered in the right direction; but the loss of Mr. BIRON's services as an election Judge is one to be sincerely regretted.

WE gave a full report last week of the important case of *Jackson v. The Metropolitan Railway Company* (31 L. T. Rep. N. S. 475), to the report of which in the *Times* we had already invited the particular attention of railway directors. With the exception of *Hogan and Wife v. The South-Eastern Railway Company* (28 L. T. Rep. N. S. 271) it is, we believe, the only case in which a railway company has been held liable at law for an accident resulting from the insufficiency of their staff of servants. "The existence of crowds," said Lord COLERIDGE, "throws a duty on the company to have a proper number of servants in attendance." "The jury," said Mr. Justice BRETT, "had a right to find that it was not unusual for a crowd to be on the platform, and that there was not an unusual crowd on this occasion, and so the company were bound to have on the platform a staff of servants sufficient to control the action of such a crowd." If the insufficiency of porters which led to Mr. JACKSON's accident is of anything like frequent occurrence, it is, we think, a little singular that those who suffer inconvenience from it should not prefer the preventive remedy before the Railway Commissioners to the action for

damages (in cases of injury) before a Judge and jury. On other railways the same passenger travels but seldom in comparison with his frequently repeated journeys on the Metropolitan, so that the inconvenience, if any, in other cases transitory and soon forgotten, is, in the case of the Metropolitan Railway, an almost daily source of annoyance. It will be remembered that railway companies are under no statutory obligations whatever to provide *eo nomine* a single porter, and that an application to the Railway Commissioners is the only preventive remedy where the staff of servants is insufficient. The forthcoming Municipality of London Bill will, we believe, provide for the handing over the control of the gas to the new municipality. Is it out of the question to consider whether the metropolitan railways should not be handed over as well?

A CORRESPONDENT writes, with regard to the working of the Bankruptcy Act 1869: "I observe in your last issue that the LORD CHANCELLOR has appointed a committee to consider this important question. Is not this a time for the legal profession to make suggestions for improvement, and to expose the present iniquities? One of the latter of which creditors now begin to complain is the so-called 'professional trustees.' No sooner is a debtor before the public under liquidation proceedings than the creditors are besieged with professional trustees, each vouching for his anxiety to serve the interests of the creditors. Now it is clear there must be some plundering (if not blundering) somewhere if the office will afford a canvass sometimes from one end of the country to the other in search of proxies. I believe their efforts seldom go unrewarded; for if they do not receive the much-desired appointment, an arrangement is often come to for the one receiving the appointment to pay the failing candidates, or one or more of them, a certain sum for his or their support, which eventually comes out of the creditors' pockets. An inspection of a return (if there is such a document) showing the expenses of and the remuneration received by trustees in liquidation would doubtless be very interesting. My own impression is that it would be a great boon to compel creditors to elect one of themselves to the office of trustee in liquidations and bankruptcies, with a percentage scale upon the assets realised for remuneration, leaving him to obtain assistance if he thought necessary at his own risk. He would know the probable remuneration and act accordingly. I also think there should be some legislation with a view to private arrangements with creditors in substitution for petitions. I also think some of the *London Gazette* advertisements are a waste of money in country matters, and if locally advertised would be more effectual. I shall be glad to have an expression of opinion by some of your many correspondents."

THE Licensing Acts were once described by a legal member of Parliament as a "mass of unintelligible stuff," and there is, we believe, judicial authority for saying that they are only equalled by the Public Health Acts in difficulty of construction. A London stipendiary magistrate, however, has found no difficulty in refusing to allow a female defendant to give evidence under sect. 51, subsect. 5 of the Licensing Act 1872, which provides that "in all cases of summary proceedings under this Act the defendant and his wife shall be competent to give evidence." Mr. ARNOLD argues that the Act presumes that the defendant must be a man, and therefore does not legalise the examination of a female defendant. The 4th section of Lord BROUGHAM's Act (13 & 14 Vict. c. 21), would seem to have some bearing on the point. That section enacts that "in all Acts words importing the masculine gender shall be deemed and taken to include females." If the words had been "the defendant and his servant" they would, under this Act, have been read to mean "the defendant and his or her servant." But independently of Lord BROUGHAM's Act it is hard to see how the addition of the words "and his wife" can be taken to restrain the meaning of "defendant," which is a noun epicene. Yet if the clause be expanded at all, it must be expanded so as to read thus: "the defendant and his or her wife or husband shall," &c. It would of course have been more scientific drafting to follow the precedent set by sect. 14 of the Master and Servant Act 1867 (30 & 31 Vict. c. 141, which runs that "the respective parties to the contract of service, their husbands or wives, shall be deemed and considered as competent witnesses." But we think there can be no that the words actually used (which were, we believe, added in committee, and probably owe their origin to the fact that licensed persons, for whose benefit they were inserted, are generally males), will legally bear their common sense meaning. The only possible reason why a difference should be made between men and women as to the giving of evidence is that so ungallantly put forward by Mr. TAYLOR in his *Treatise on Evidence*, 5th edit., vol. 1, p. 76, where he says: "As the chief motive for exaggeration springs from the innate vain love of the marvellous, and as this love, like all other, is most remarkable in the softer sex, a prudent man will do well to weigh with some caution the testimony of female witnesses." And this reason could have no place in the present argument, inasmuch as the evidence of the defendant's wife is expressly permitted. We presume

the question will sooner or later be raised before a Superior Court. As to the manner of raising see *Parker v. Green* (31 L. J. 133, M. C.; 6 L. T. Rep. N.S. 390), in which case it was held upon a case stated by justices under 20 & 21 Vict. c. 43, that a publican charged with an offence against the tenor of his licence, under 9 Geo. 4, c. 61 (the Licensing Act 1828), could not give evidence in his own behalf.

THE LORD CHANCELLOR received a large deputation on Monday last respecting the amendment of the patent laws. One of the objects had in view by the deputation, as expressed by Sir ANTONIO BRADY, was to urge the adoption of a system similar to that of the United States, a system not the least of whose advantages is that it brings in enough revenue to pay all expenses incurred in working it. But the deputation did more than this. A number of suggestions were made with the view of amending our present laws. It was proposed—First, to make patents cheaper in the interests of poor inventors; secondly, to appoint officials to primarily examine all applications for patents, and ascertain if the inventions were new, or clashed with patents already granted, and to determine whether they were feasible and of any real use; thirdly, that this staff of officials should be under the direction of a high departmental chief in whom the inventors would have confidence; fourthly, that to this department a patent museum, as in the United States, should be attached. This museum, it was suggested, might be the means of developing technical instruction, so as to enable our workmen to compete favourably with foreign countries. America certainly compares favourably with this country in the matter of cheap patents, for whilst in the former country £7 is sufficient to pay the ordinary fees, an inventor cannot secure his patent in this country for the full term of fourteen years without an expense of £175. The LORD CHANCELLOR could do no more than promise to give his best attention to the subject. A proposition which suggests a change in our patent laws, and which is based upon a number of strong arguments in support of the changes proposed must be seriously considered, and it must never be lost sight of that it is not wise policy to throw obstacles in the way of inventors whose inventions may be of the greatest possible benefit to their country. On the other hand, we must not forget that a patent is a monopoly, and as such is tolerated only on the ground that it is right that the fruits of a man's ingenuity should be preserved to him for a certain period upon certain conditions. Whether these conditions are not too hard in some particulars is the question submitted to the LORD CHANCELLOR.

THE LORD CHANCELLOR and the LORDS JUSTICES have substantially affirmed the decision of Sir R. MALINS in the case of *Parker v. McKenna*, which came before them on appeal by the defendant. Judgment was delivered on the 14th inst. We have already noticed the facts of the case, so that we need not now give more than a short statement of them before adverting to those parts of the judgment to which we wish to call attention. In 1864 the shareholders of the National Bank, of which the appellants were directors, determined to create 20,000 new shares of £50 each. The directors agreed with a Mr. STOCK that he should take all the shares the shareholders did not take at a premium of £30 per share. A sum of £25,000 was to be deposited with the bank as a guarantee. This was done in the names of STOCK and HARVEY LEWIS. In April 1864 10,443 shares were accordingly allotted to STOCK, but as he was unable to fulfil his contract M'KENNA took from him 1750 of these shares, LEWIS took 1750, VANDERBYL 500, and HENSHAW 500, paying £35 per share. A further number of 2500 were sold for the joint benefit of M'KENNA and a Mr. FOX. The question for decision was whether the defendants were liable to account for the profits they had made upon these new shares. It was decided in the affirmative. The judgment of the LORD CHANCELLOR contains many seasonable remarks upon the duties of directors. Referring to the contract with STOCK, his Lordship says: "This was a contract which required the greatest jealousy and vigilance on the part of those by whom the contract was made, and there was no one but the directors who could watch the interests of the bank. They were the agents of the bank for this purpose, and the agency could not come to an end until the completion and fulfilment of the contracts." The important fact was that STOCK had no property in the shares. If he had such property, and were the actual owner, there was nothing to prevent the directors from becoming buyers. As matters stood he could only transfer to intending purchasers his own qualified rights; but inasmuch as the contract was not actually completed, the directors could not deal with him except in the character of agents of the bank. Once establish the relation of principal and agent, and courts of equity will use all their powers to prevent the latter from taking the slightest advantage from his position. This is too old and too well known a rule to call for remark. "The rule of that court as to agents," said Lord CAIRNS, "was not a technical or an arbitrary one, but was founded on the highest and truest principles of morality. No man acting as an agent could be allowed in that court to put himself in a

position in which his duty and interest would be in conflict." With the other parts of this case we have nothing to do. Courts of equity cannot exercise too jealous a supervision over the actions of men who are placed in a position of trust. The well being of society, the interests of commercial speculation equally demand this. If it is once admitted that an agent may make a profit in the course of his agency even in the smallest particular, the consequences would be momentous. Distrust would soon take the place of confidence; an opening would be given to transactions which would render the curbs and restraints placed upon individuals in a fiduciary position of no avail; and many salutary equitable rules would lose their efficacy. But we have no such sad results threatening us at present, nor need we fear that they will come speedily upon us in the face of decisions like that in the case we have cited.

SOME DECISIONS ON THE LAW OF JOINT STOCK COMPANIES.

THE LAW OF CONTRIBUTORIES.

(Continued from page 41.)

THE case which served as our starting point when we entered upon the task of examining some recently discussed points in the law affecting contributories, was one which necessarily had a more immediate bearing upon the liabilities of persons who act as directors, than upon those of the great body of shareholders. We now propose to run briefly through some cases of a more general character, making such comments as the nature of things may require. And we must again premise that it is not our intention to attempt to write a complete treatise on the law of contributories, but simply to treat the subject as one that may be fairly illustrated, and its outlines delineated, by anyone who comprehends the principles on which the decisions we are about to cite have been based.

In a very recent case the question of the liability of a person who signs the memorandum of association to become a contributory with respect to the number of shares for which he signs was argued before Lord Romilly, and afterwards on appeal before Lord Selborne and the Lords Justices (*Re The Pen Allt Silver Lead Mining Company, Limited, Fothergill's Case*, 27 L. T. Rep. N. S. 642; L. Rep. 8 Ch. 270). From the facts of the case it appeared that Mr. Fothergill and others agreed, by an agreement properly registered along with the memorandum and articles of association of a company, to sell a mine to the company for £20,000, of which £10,000 was to be paid at once by 5000 fully paid-up shares of £2 each in the company, £6000 at the end of a month, and £4000 when the profits reached a certain rate. Mr. Fothergill subscribed the memorandum of association for 1000 shares. The company was wound-up. The only question, said the Lord Chancellor, was whether Mr. Fothergill had paid or satisfied £2000 to the company in respect of these shares. The only way in which he could be supposed to have done so was by the appropriation of his interest as joint vendor to that purpose. But that is the true construction of the memorandum and articles of association, and of the contract of sale. No connection between those documents appears on the face of either. "They take effect," said Lord Selborne, "at different times, in different events, on different conditions, and between different parties. . . . Shares cannot be set-off against a money demand; a joint contract cannot be set-off against a separate contract." By virtue of The Companies' Act 1862, ss. 7, 11, and 23, Mr. Fothergill became the legal holder of 1000 shares, and their Lordships were unanimous in holding with the Master of the Rolls that he had been properly placed on the list of contributories. That this decision is consistent with equity needs no proof. The above observation of the Lord Chancellor puts the whole matter in a nutshell, and shows very clearly how little necessary connection there was between the two transactions of selling the mine, and buying shares in it after it had been sold. By joining in selling Mr. Fothergill incurred risk as a vendor, by buying shares he incurred the liabilities of a shareholder. If he neglected to secure himself he had no reason to blame the decision.

Now let us turn to a case which shows the effect of fraud and misrepresentation in freeing a shareholder from liability. The case to which we refer is the well known case of *Oakes (app.) v. Turquand and Harding (resps.)* (16 L. T. Rep. N. S. 808; L. Rep. 2 H. of L. Cas. 325). The chief facts are as follows: the firm of Overend, Gurney, and Co. transferred its business to a joint-stock company, and a prospectus was issued containing representations which, as the court held, were false and fraudulent. The memorandum of association and articles were of even date with the prospectus, and in accordance with them. The limited company failed within ten months after its formation, in consequence of the insolvency of the old firm at the time of transfer. Thereupon certain shareholders moved to have their names taken off the list of contributories in the winding-up, maintaining that they were entitled to this relief by reason of the fraud committed on the establishment of the company. The judgments of Lord Chelmsford, Lord Cranworth, and Lord Colonsay are very instructive with reference

to the question before us. After some preliminary remarks, the Lord Chancellor (Chelmsford) went on to say: "The distinction between void and voidable contracts is one which will be found very necessary to be borne in mind when we come to consider the Companies Act 1862, upon which the question of Oakes's liability will ultimately turn. It is a settled rule of law, as Mr. Justice Crompton said, in *Clarke v. Dickson* (E. B. & E. 148), "that a contract induced by fraud is not void, but voidable only at the option of the party defrauded." If it were otherwise, if a contract induced by fraud were void, there would be an end of the question in this case, because a contract void in itself can have no valid beginning, and Oakes never would have become a shareholder of the company. In the case of *Henderson v. The Royal British Bank* (7 E. & B. 356) on which Vice-Chancellor Malins had relied in giving judgment against Oakes, Lord Campbell characterised as monstrous any statement by a shareholder which sought to exonerate him from liability after the concern stopped payment, simply on the ground that he had been defrauded in the manner complained of by the present appellant. The decision in this case has been strongly supported, and was followed with full acquiescence in the cases of *Dossett v. Harding* (1 C. B., N. S., 524) and *Daniell v. Royal British Bank* (1 H. & N. 681). Now, the question remains as to the effect of the Companies' Act 1862. His Lordship was of opinion that the result of sections 18, 23, 28, and 74 is that a contributory is a person who has agreed to become a member of the company, and whose name is upon the register. Then arises the question, "Did the appellant agree to become a member?" His counsel contended that he did not, because he was induced to consent by fraud. But there is a fallacy in this reasoning, for "the consent which binds the will and constitutes the agreement, is totally different from the motive and inducement which led to the consent," and such reasoning overlooks the well-founded distinction between void and voidable contracts. The fact that his name is on the register cannot certainly make a person a contributory, and to this effect is the dictum of Vice-Chancellor Wood in *Chapman and Barker's Case* (15 L. T. Rep. N. S. 528; L. Rep. 3 Eq. 365), who points out the absurdity of any such supposition; but it is nevertheless the duty of all who take shares in a company to know the contents of the memorandum of association. If they neglect to do this they must be held to be bound by the memorandum. Several cases were cited by his Lordship in support of the proposition that persons are bound, within a reasonable time after the allotment of shares, to inform themselves of the nature of the documents of title under which they and the company are proceeding to trade. One of the latest cases bearing upon this proposition is that of *Ex parte Peel, re Barnard's Banking Company*. The rule by which courts of equity will be guided is so clearly laid down by Lord Cairns, that we quote it: "It is the bounden duty of a person to ascertain at the earliest practicable moment, what is the charter or title deed under which the company in which he has agreed to become a shareholder is carrying on business. I think he ought to be held bound to look to the memorandum and articles of association before he applies for shares. But even when the memorandum and articles of association are not in existence at the time, I think at the very latest, when he receives his allotment of shares he ought to satisfy himself that there is nothing in the memorandum or articles of association to which he desires to make any objection." The only question which now remained for decision was whether a reasonable time had elapsed from which acquiescence might be presumed. On this point there are a variety of decisions, but it may be decided in the affirmative, solely by an application of the Companies' Act 1862. The judgment of Lord Cranworth in the same case, supplies some further information respecting the law affecting contributories. His Lordship lays it down that Oakes must prove two things before his appeal could prevail. He must prove first, that he was led to take shares in the new company by the fraud of the company, or of those for whom the company was responsible; and secondly, he must prove that he ought not to be retained on the list of contributories. He had failed in both. His name was on the register; if he became a member within the meaning of the 23rd section, he is a contributory. In short, though the appellant may have full rights against those who deceived him, but this fact is of no moment to third parties. Their Lordships were unanimous in affirming the order of Vice-Chancellor Malins appealed from.

We have gone into this case at some length because the judgment is so full that it might in itself be made the subject of a commentary upon the law of contributories. As it is, we have by no means exhausted it; this will be at once apparent when we state a few other points there decided. One relates to the influence of the Limited Liability Acts previous to 1862 upon the liability of a shareholder in a company formed under their provisions. They restrict but do not destroy that liability. Another which is equally important is that a member of a company will not of necessity be relieved of his liability as a contributory by reason of a variance between a prospectus and the memorandum of association of the company.

Now let us consider some cases where, in spite of the omission of a "prescribed formality" in obtaining the shares, a shareholder

is not allowed to disclaim. A case often quoted on this subject is that of *Straffon's Executors' Case* (4 De G. & S. 256.) *Straffon*, a purchaser of shares in the North of England Joint Stock Banking Company, took a transfer of them by a deed. The deed was executed on his behalf by an attorney, not authorised by deed, and the transfer was wanting in some of the particulars prescribed by the deed of settlement of the company. *Straffon*, however, was treated as a shareholder, and received dividends to the time of his death. His executors appealed against an order placing them on the list of contributories. The order was affirmed. The bill of the executors in this case was open to a remark which has been frequently heard in our courts of law, "You cannot blow hot and cold." The deceased had accepted the dividends, and it would be very unlikely that the executors would have asked a court to declare the original transaction null and void had the shares increased in value. In *Robinson's Executors' Case* (2 De G. M. & G. 517), one of the directors of the Royal Bank of Australia was placed on the list of contributories in respect of certain shares, the creation of which was not warranted by the deed, and in spite of the fact that the shares were never allotted. The Lord Chancellor (St. Leonards), in delivering judgment recognised the illegality of the transaction on the part of the directors, but observed, "I never will maintain, in a court of justice, such a transaction, the effect of which, if supported, would be that the directors would be at liberty, if the speculation flourished, to insist upon it as a real transaction, and if it failed, to throw up the shares on the plea that they had entered into dealings which were not authorised or sanctioned by their deed. They are themselves bound by the transaction, although they are not entitled to enforce it against the general body of shareholders." In such circumstances it certainly is a monstrous proposition to say that acquiescence and every equitable consideration shall be outweighed by the non-observance of some prescribed solemnity. Were such the case we should have but a sorry reason to join with *Gaius* in casting opprobrium upon the ancient *legis actiones*.

The next case to which we shall refer is that of *Eustace v. Dublin Trunk Connecting Railway Co.* (18 L. T. Rep. 679; L. Rep. 16 Eq. 182), as it bears upon the important question of contributories to scrip companies. The suit was brought for the purpose of removing the name of the plaintiff from the share register book of the defendants. The prospectus of the company stated that "on registration of the scrip, of which due notice will be given, the certificates for £50 will be divided into five shares of £10 each." The Vice-Chancellor (Turner) held that there was no obligation on the purchaser of scrip to convert them into shares; and that if he sold them in the market he could not any longer be kept on the register as the holder of the shares which were represented by these scrip certificates.

Space will not at present permit us to go at greater length into this subject; but enough has been said to show how manifold are the questions which may arise, and how necessary are care and circumspection in the management of a joint stock company from the very moment it is undertaken down to the time of its dissolution.

THE SUPREME COURT OF JUDICATURE ACT.

RULES OF COURT.

(Continued from page 94.)

ORDER XXVI.—DEFAULT OF PLEADING.

THE rules as to proceeding in default of pleading will not produce much change from the present practice, and consequently they do not require any lengthened notice. In one or two points, however, these rules require special attention.

By the present common law rules a plaintiff must declare before the expiration of the term next after appearance entered; if he does not appear within that time the defendant may serve upon him a four days' notice requiring him to declare, and in default sign judgment of *non pros*; if no such notice is served, and no such judgment entered, the plaintiff may declare at any time within a year. In Chancery the commencement of a suit is the bill, which corresponds to the common law declaration. In Admiralty a petition must be filed within twelve days after appearance entered, and further time can only be obtained on application to the Judge at Chambers. In the Probate Court the declaration must be delivered within a month after appearance, otherwise the defendant may apply to the court to fix a day for the delivery of the declaration. By the new rules all these variations of practice are done away with. Where a plaintiff is bound to deliver a statement of claim it must be delivered within six weeks after appearance, or within such further time as may be allowed by the court or Judge; if the statement is not delivered within that time the defendant may, at the expiration thereof, apply to the court or a Judge to dismiss the action with costs for want of prosecution, and on the hearing of such application the court or Judge may, if no statement of claim have been delivered, order the action to be dismissed accordingly, or may make such order as may seem just under the circumstances. The effect of this rule would appear to be that the court has absolute control over the dismissal of the action after the time has expired. If,

however, in a common law action no application is made to dismiss the action till the expiration of a year after the writ of summons is returnable, will the plaintiff be deemed out of court under the Common Law Procedure Act 1852, sect. 58, or is that Act no longer applicable? This is a question which it is impossible to answer at present, and which certainly can only be satisfactorily answered by some definite rule or rules explaining how far the Common Law Procedure Act, and the other Acts regulating procedure, are to remain in force along with, or are to be overruled by the new Rules of Court.

The next point in which any important change is made in the rules relating to the recovery of mesne profits, arrears of rent, or damages for breach of contract in actions for the recovery of land. In actions of ejectment in which judgment has gone by default there is now no process by which mesne profits, &c., can be assessed on a writ of inquiry; the only mode of recovering them is to commence a fresh action. Under the new rules if the defendant fails to plead in due time the plaintiff may enter an interlocutory judgment, and a writ of inquiry will issue to assess the amount recoverable. This is decidedly an improvement on the old state of things.

In cases of default of pleading by a defendant in a probate action, the plaintiff may proceed with the action notwithstanding the default. This dispenses with any necessity for obtaining leave of the Judge to proceed.

Most of the rules of this order relate to actions in which the claim is to recover debts or damages liquidated and unliquidated, and in such cases the procedure remains much as it is at present. In all other cases if the defendant makes default in delivering a defence or demurrer, the plaintiff may set down the action on motion for judgment, and such judgment will be given as upon the statement of claim the court considers the plaintiff to be entitled to. Where there are several defendants and one makes default, the plaintiff may set down the action at once on motion for judgment against the defendant making default, or may set it down against him at the time when it is entered for trial or set down for motion for judgment against the other defendants. These two rules cover all such actions as are now brought in Chancery, and for the recovery of possession of anything other than land; and, so far, they are unimpeachable. Some provision ought, however, to be made here for Admiralty actions *in rem*. In such actions a statement of claim must be delivered within twelve days after appearance (Order XX., rule 3). If default in pleading is made by the defendant, what course is to be adopted? Is the question of damages to be referred, or is it not necessary that some inquiry should take place into the facts of the case. In a collision cause it might easily happen that a foreign ship might be seized, condemned, and sold without the owners having an opportunity of disputing the identity of their ship with the one doing the damage. No judgment in default of pleading ought to take place in a cause *in rem* without the Judge having some evidence before him of the liability of the defendants.

It is provided that if the plaintiff does not deliver a reply or demurrer, or any party does not deliver any subsequent pleading or a demurrer within the period allowed for that purpose, the pleadings shall be deemed to be closed at the expiration of that period, and the statements of fact in the pleading last delivered shall be deemed to be admitted. This rule would appear to be defective in two ways—First, because it does not reserve to the court or judge power to give leave, after the expiration of the time allowed, to the party in default to plead on proper terms; secondly, because, whilst providing that the last pleading shall stand admitted, it does not provide in any way for the effect of issues distinctly raised between that pleading and the pleading of the other party delivered previously. The first defect does not require any notice beyond pointing it out. The second defect is more serious. Let us suppose that a plaintiff alleges in his statement of claim that he lent to the defendant personally a sum of money at London in the year 1874; the defendant in his answer denies this and says that during the whole of the year 1874 he was in Australia; the plaintiff makes default in replying; can it be said that the plaintiff thereby admits that the defendant was in Australia during the year 1874; there is a direct issue of fact which can be tried by a jury and there can be no need for the plaintiff to wind up with a formal denial of the whereabouts of the defendant, under penalty of admitting the defendant's statement. This might easily be remedied by inserting words at the end of the rule, such as these, "except where the facts stated by such pleading are directly put in issue by any pleading of the other party previously delivered."

The facilities given for trying issues between parties other than the original plaintiff and defendant, have necessitated a rule giving power to such parties to take advantage of default in pleading of those opposed to them by application to the court or Judge, who will have power to direct such judgment as the party may be entitled to, or to make such order as will do complete justice between the parties.

Power is reserved to the court or Judge to set aside judgments by default upon such terms as to costs or otherwise as the court shall think fit.

SOLICITORS' JOURNAL.

ACCOUNTANTS, those business men whose legitimate and genuine occupation justifies their adoption of the name accountant, are beginning to organise themselves, and already they have "The Institute of Accountants," composed of a select body of individuals possessed of certain qualifications, there is also the "Society of Accountants in England," and at the monthly meeting of the council of the society, recently held, the chairman moved the following resolution: "That steps be taken to ascertain what work can be legally undertaken and charged for by accountants," and the secretary was instructed to communicate with the secretary of the Incorporated Law Society on the subject of the resolution. This is very proper and very wise action on the part of the society, and we shall be glad to hear that the Council of the Incorporated Law Society have promptly furnished every information on the subject, although a voluntary act on their part. If the "Society of Accountants in England" will only continue its operations in this legitimate manner, we not only wish it every success but, as it seems to us, it will necessarily command it. What genuine accountants require is to define their duties, protect their interests, and regulate their charges, so that the public and members of the legal profession may know who are really recognised by their more successful confrères as accountants properly qualified and who are not. Accountants are, or ought to be, as the name imports, those whose business it is to investigate accounts of every description, nothing more nor less, and there are many such, in thriving business in all large towns whose work is of the most useful character. As for accountants—that is even those whose usual occupation entitles them to be so regarded—being appointed trustees under the Bankruptcy Act, we are entirely opposed to it in the interests of creditors, and we are confirmed in this view by correspondents who have recently addressed letters on the subject to the *Times* and *Standard*. In the majority of cases of insolvency there are really no accounts that cannot be disposed of by the debtor's solicitor and a committee of inspection or creditor appointed for the purpose, and in case of an Act amending the present statutory provisions on the subject of bankruptcy, which is not at all unlikely, seeing that the Lord Chancellor has, as we announced in our last issue, appointed a committee to consider the subject, we hope this source of usually unnecessary expense will be put a stop to. If creditors do not appoint one of their own body as trustee it ought to be an officer of the Court of Bankruptcy, whose charges would be regulated, and who, of course, would be responsible for the efficient and prompt discharge of his duties. Solicitors as such officers would of course be eligible. In the case of complicated accounts the services of a *bona fide* accountant could of course be called in, the limit of whose charges should be strictly defined. The letter of "Unfortunate Creditors," recently published in the *Times*, and already referred to by us, confirms our view of this very important question to the commercial community. Our attention has been called to the letter of a Sheffield solicitor upon this subject published in a local paper, and which we reproduce in our present issue. It is no uncommon thing in the City of London for an arrangement satisfactory to creditors and to their debtor, to be thrown over by some person styling himself an accountant (who, having secured, at times in a questionable manner a number of proofs and proxies, has carried the choice in favour of himself,) on the sole ground that the payment of his exorbitant charges, regulated only by what he thinks the unfortunate debtor or his friends will pay, or the creditors agree to, is not consented to. We write, not in the interests of solicitors, but of the community at large, when we say that we refer here to a grievance which requires prompt attention at the hands of the Legislature, and the existence of which is, we are quite sure, admitted by the Society of Accountants and other kindred associations, and in efforts to uproot which we are satisfied they will lend a ready hand.

A NEWLY fledged monthly periodical, which might exercise a wiser discretion as to what it publishes, contains a letter upon the supposed respective provinces of solicitors and so-called accountants. For the information of the Profession we reproduce some of the more amusing and extravagant portions of it. We should add that the journal in question contains no editorial comment on it. It is only fair, therefore, to assume that the only error committed by its editor consists in publishing the communications in question, and we are content to assume that the more objectionable statements are not indorsed or approved by him, or indeed those of his readers who make any preten-

sion to respectability. The author of the letter in question, observes in it, "An attorney or solicitor is protected by his certificate, and by that only, and the protection extends thus far: he alone can act in the courts of common law and in the court of chancery, and he alone can prepare conveyances of land and real estate in general, including, as quasi-conveyances, mortgages; leases—whether I am technically right or not I expressly except, for reasons which will presently appear. For this privilege he pays a stamp on his articles, and certain fees on his admission and future practice. I ignore any plea for exclusive privilege on the ground of his legal education, because it probably costs as much for a respectable accountant—in which word, once for all, I include a land, house, and estate agent; stock, share, and shipbroker, &c.—to become master of his profession as it does an attorney or solicitor to acquire the requisite knowledge and ability. Why, then, should not an accountant prepare transfers of stock, shares in public companies, or in ships? Why should he not prepare leases of houses and land? He is certainly more likely to be competent for this duty than any attorney or solicitor; nay, it is certain that when any transfer, or any dealing with stocks or shares is concerned, a broker is more competent than an attorney or solicitor, and that, in point of fact, a broker is actually, directly or indirectly, employed, and really does all the work required; and it is also well known that in cases of leases of houses or farms the agent is the person who really prepares the lease; for an attorney or solicitor generally, if not universally, knows nothing of the details as to repairs, routine of cropping, and management in general, which are necessary to be provided for in a lease. It may safely be said that nine-tenths of such leases are really prepared by the agent, and that only one-tenth falls to the attorney or solicitor to put into shape; and further, that this one-tenth, though of a legal nature, is not so much so but that any person of ordinary capacity and business training may do what is necessary as well as any attorney or solicitor." It is unnecessary to point out the absurd inaccuracies in the foregoing statements. But further the writer says: "I know there is a titled commoner of large possessions whose land agent keeps the manor books, holds the courts, and prepares the admittances, and from whom even the solicitor of this titled commoner does, when occasion requires, take admittances for his clients, without for a moment thinking of any interference. And why should not this be so? There is little or no special or peculiar knowledge, save that of a well educated man, required in the land agent for this duty." It is well, perhaps, for the land agent in question that he remain *incognito*, assuming, that is, that he is paid for preparing the document in question. As for the free and easy assertion of the writer that the solicitor to the estate takes admittances—whatever that may mean—without even thinking of interference, inasmuch as this statement involves the possession by the writer of superhuman power, we naturally feel ourselves at a disadvantage in criticising his communication to the journal in question. But he has not finished with poor unfortunate lawyers; behold their utter incompetence foreshadowed in the following question and answer: "Then as to leases of houses or farms, as before intimated, does not the agent prepare or settle all the important parts of such leases, and could the attorney or solicitor prepare a proper lease without him? Certainly not," but our executioner has not done with us. He is really a philanthropist, for he adds, "If (speaking of solicitors), their unreasonable claims are allowed, the liberty of the subject must be greatly interfered with, and the Solicitor-General was quite right in opposing the lately attempted Attorneys and Solicitors and Legal Practitioners' Bill as at first framed." The preposterous, and we are sorry to say entirely erroneous statements of the Solicitor-General, on the second reading of the Legal Practitioners' Bill, evidently find great favour in certain quarters, although we are sure the learned law officer never had in contemplation to give encouragement to illegal encroachment on the profession. But another blow for unfortunate solicitors. "Land and estate agents understand matters relating to houses and land far better than attorneys and solicitors, who indeed are proverbially nearly useless in anything but technical points of simply legal practice or learning;" and yet another reflection upon us, "I will just add that from thirty-five years' experience I learn that where one will prepared by a so-called non-professional man is disputed, one hundred, I think I may safely say, prepared by attorneys or solicitors, are contested or come into question." Thirty-five years' experience—of what? We must leave our readers to decide. We are not enlightened as to the alleged litigation in cases in which wills drawn by solicitors are settled by counsel. The members of the other branch escape the phantom lash of

one who might be regarded as destined to improve the Profession off the face of the earth, except that he is evidently irrational illogical, and not too scrupulous as to whether his statements are founded on facts. We have reproduced the above anathemas on the Profession, at the risk of being accused of taking undue notice of such comments, because, as we said at the outset, they are highly amusing, and indicate the feeling in regard to the Profession, among a certain misguided and insignificant portion of the community.

A SOLICITOR writes to us as follows: "I send you a cutting from the *South Eastern Gazette*, of the 14th inst., containing a report of proceedings at the Chatham police court. I know nothing of the case referred to in the report, but it appears on the face of it a most unusual proceeding to deprive an accused person of the benefit of an advocate; and I should like the benefit of your opinion on the *prima facie* case." The cutting referred to is as follows: "At the police court, Chatham, on Thursday, Mr. Guise, the police magistrate, gave notice that on the occasion of the hearing of the charge of perjury, preferred by Mr. Holliday, landlord of the Cross Keys public house, High-street, against Mrs. Bloomfield, the wife of the landlord of the Phoenix tavern, High-street, which will take place at the police court to-day, he should allow neither counsel nor solicitors to plead on either side." Our correspondent rightly states that such a course as that determined upon by the stipendiary is most unusual. Inasmuch as we have no knowledge of the motives operating on the mind of the magistrate thus inducing him, we can only express the opinion that generally speaking such a course as that of depriving barristers and solicitors of their privilege, we cannot say their right, of appearing as advocates on behalf of clients is strongly to be deprecated, not less in the interests of the public than the Profession; indeed, the popular voice would prevent the general adoption of such a practice, and even in the case before us it might be urged by the unsuccessful party that his or her interests suffered through not having been represented by a professional man. We regret that the particular circumstances of the case are not furnished to us. Any professional man will readily see that serious difficulty is likely to arise from the adoption of such a rule, which might, and in many cases would, operate as a denial of justice to one party or the other.

In another column we furnish a report of an action brought in the Woolwich County Court against a solicitor for the negligent discharge of professional duties. The facts of the case are such as to leave no doubt in the minds of professional men as to what the direction of the judge to the jury would be, and it is satisfactory to know that neither in their duty or their judgment did the jury fail. A verdict for the defendant, with costs, will, we trust, operate as a warning to clients that they cannot, in case of disappointment or want of success, attack those who have used due diligence in protecting their client's interests, otherwise the profession of solicitors, responsible and onerous as (are the duties in the best circumstances, would be simply unbearable. The tendency should rather be to secure to solicitors the same immunity as that enjoyed by counsel.

WE understand the agent who appeared for the defendant in a County Court case, reported in another column, so conducted himself that the learned judge had occasion to remind him that he had power to commit or fine him for contempt of court, and he seems to have been of opinion that such agent appeared as a solicitor. The 6 & 7 Vict. c. 73, ss. 2 and 36, prohibit unqualified persons from acting in County Courts, such persons so acting being guilty of contempt of court. Sect. 26 of 23 & 24 Vict. c. 127, imposes a penalty for so acting. The last Stamp Act also affects the question. When will County Court practitioners cease complaining, and pursue the wiser course of putting the law in motion, which the Legislature has enacted for their protection. Judging from the report of the case before us the learned judge seems to have experienced unnecessary vacillation of mind in regard to the objections raised before him by the professional men present, which is much to be regretted. There are many County Court judges who would have dealt with this case in a much more summary manner. Such persons may be taught by a prompt refusal on the part of County Court judges to hear them, that they must once for all abandon the position which they are endeavouring to establish.

No doubt in police and in County Courts agents of all kinds are constantly taken for qualified practitioners, and more injury is inflicted on unsuspecting litigants in this way than ever comes to light.

That a movement, therefore, should be on foot by which practitioners in these courts can be distinguished from those not entitled to appear as advocates is not surprising. As to the particular form of dress or costume to be adopted, there will no doubt be much diversity of opinion, and our readers will hear of the following announcement, which we take from the *Hampshire Telegraph and Sussex Chronicle*, with some surprise: "A Winchester solicitor has appeared before the new County Court judge of Hampshire in a wig. It is stated that the wearing of the wig is in future to be the order of these courts." If we may indulge in jocularly, we venture the opinion that the time of year is suitable for the adoption of a headdress by County Court advocates. Under all the circumstances we do not feel ourselves altogether free to express our opinion on this not unimportant professional subject. There is such a thing as jealousy (even in minor matters) among professional men.

HAVING received from gentlemen serving under articles of clerkship further inquiries in regard to whether in the examinations to be held in 1875 questions will be asked in reference to the Supreme Court of Judicature Act 1873, we may state that the announcement which we made some months ago, namely, that such questions will not be asked, still holds good. The present intention of the Council of the Incorporated Law Society is, and wisely so, that no such questions will be asked. As to when the Act will come into operation it is impossible to say. What has occurred in connection with this enactment seems creditable to no one who has had anything to do with it, directly or indirectly. The Act was originally designed to come into operation on the first day of Michaelmas Term 1874, but the Supreme Court of Judicature (Commencement) Act 1874, has left this important point entirely unsettled, and at the present moment it is probable that not even the law officers of the Crown, or the Government itself, are determined upon the point. The coming into operation of the Act is no doubt in a measure dependent upon what becomes of the Judicature Bills which were withdrawn last session, but which, the Lord Chancellor stated in the House of Lords, on the 6th Aug. last, would be introduced early in the next session. Then we have the proposed Rules, which are still entirely wanting in authority, and a number of works by barristers and solicitors, who, it may be, have, in the present case, rushed too hurriedly into the field of legal literature.

A CONSIDERABLE sum has, during the past week, been added to the public revenues by the payment of solicitors' annual certificate duty, and no doubt the fact of paying it has occasioned in the minds of many reflections upon the subject of the future prospects of the Profession. The impost is, by comparison, a heavy one, and yet we witness undoubted illegal encroachments on all sides, and a law officer is found who in his place in Parliament pronounces an opinion in regard to the rights of the Profession which serves to fan the flame of general discontent, as well within as without the ranks of the Profession. If the annual certificate duty is to remain as a means of Imperial revenue, the Profession must have further protection against the encroachments of unqualified persons than it at present possesses, and it ought to be afforded by the Government without being asked for.

WHEN commenting in a recent issue on the proceedings of the Inspector of the Bristol and Exeter Railway Company (Mr. Superintendent Green), in the Yeovil County Court, we did not anticipate that we should have occasion so soon, at all events, to notice the same individual in his capacity of advocate in a police court. As stated in our last issue, however, Mr. Green has appeared before the Mayor of Exeter on behalf of the same railway company to prosecute in a charge of larceny and receiving stolen goods. Having proceeded to open the case, he was interrupted in doing so by Mr. Friend, who defended, and who argued that as Mr. Green was neither a prosecutor nor a professional advocate, he had no right, without first asking permission, to address the Bench as to facts or to examine witnesses. The Bench held the objection valid, and the case (after a warm discussion between Mr. Friend, Mr. Green, and their Workshops), proceeded in the usual way, the magistrates' clerk interrogating witnesses. Mr. Superintendent Green must really be a most useful servant, for he is, or would be, at once railway inspector, superintendent, witness, detective, policeman, and lawyer: "Mr. Green took one defendant into custody, and charged him with stealing; and subsequently took the other defendant into custody and charged him with stealing also. Mr. Friend contended that as no evidence of loss had been given, and no

one had identified the chaff as belonging to the company, there was no case against his client. The chairman said the case was one of suspicion only; therefore the defendants would be discharged." As for Mr. Friend, we consider that he discharged an absolute but ordinary duty which every solicitor owes to his Profession in protecting professional rights from encroachment. The magistrates, too, by closing the mouth of the railway servant when acting as an advocate conserved the ends of justice, while at the same time enforcing the law relating to attorneys and solicitors. Had the railway company been advised and represented by a professional man, a conviction would probably have followed in the present case. The railway company will in the long run pay for its false economy and disregard for those who administer the laws in local courts of justice.

WE have to record the somewhat sudden death of Mr. John Young, of the firm of Messrs. Young, Maples, Teesdale, and Co., solicitors, of Old Jewry, in the city of London, and Greenwich. The deceased was for a number of years, and up to the time of his death, solicitor to the Great Western Railway Company.

A RECENT issue of the *Irish Law Times Reports*, furnishes an instance in which a solicitor appeared as an advocate and argued a point of law before Mr. Baron Dowse, presiding at the Wicklow Assizes. We are glad to say, in the interests of the public, that the opinion is gaining ground in this country that solicitors ought to have an equal right of audience with counsel, at all events, before courts of quarter sessions; but inasmuch as we know of no case in England in which solicitors have appeared as advocates in our courts of Oyer and Terminer, it seems that we are not keeping pace with our brethren across the channel in regard to questions of professional usage. We may add, however, that we are not aware that in either country there exists any actual right on the part of either branch of the Profession to appear before such courts as those referred to, or indeed any other except where it is so provided by statutes.

SOME excellent advice will be found in the subjoined advertisements, and some amusement too:

MAKE YOUR WILLS.—Wills properly prepared, from 5s. Wills proved and administration obtained. Accounts prepared, valuations made, and passed at Somerset House. Apprentices bound. Agreements and other legal documents. County Court agent. Advice gratis. Bankruptcy cases, and by arrangement. Established 1850. —, Law Stationer and Accountant, Hoxton.

The authorities at Somerset House rather encourage agents in passing accounts. We hope the revenues do not suffer in consequence.

TO THOSE IN DEBT OR DIFFICULTIES.
M.—, Islington, arranges the affairs of persons, in town or country, without bankruptcy, publicity, or suspension of business, and an entire release from all debts. Those being pressed by law suits, County Court process, should have a private interview with Mr. —. All consultations strictly private, and free of charge. Money advanced for the purposes of private arrangements, repayable by easy instalments. Referring to them, a correspondent writes: Are the above gems, cut from the *Hackney Guardian* of 5th Dec., piratical enough to be noticed in your paper? We should state that we have received from solicitors a number of similar advertisements. We see no good in burdening our columns by reproducing them.

A MODERATE demand by a person we will call an agent is sent to us by a solicitor. It is in these terms:—"I am instructed by Mr. —, St. Helens, to apply to you for payment of the sum due to him from you, and to acquaint you that unless the same, together with £1 13s. 6d., the cost of this application, be paid at my office at once, legal proceedings will be commenced against you to enforce payment thereof without further notice, and legal interest will be charged from the date hereof. Debt, £16 18s. 9d.; cost, £1 13s. 6d. 6s. 8d. five times over for one letter. What next in the shape of costs?"

NOTES OF NEW DECISIONS.
ACCIDENT—BODILY INJURY—ACTION FOR DAMAGES—COMPENSATION FROM INSURANCE OFFICE IN RESPECT OF SAME INJURY.—In an action by a person against a railway company, to recover compensation for bodily injuries sustained through the defendants' negligence, the latter are not allowed to deduct, from the damages awarded to the plaintiff by the jury, the amount of money received by him under an insurance in an accidental insurance office as compensation for the same injuries; the latter sum being paid to him under a contract, and as an equivalent for premiums expressly paid upon the contingency of an accident occurring. So held by

the Court of Exchequer (Bramwell, Cleasby, and Amplett, BB.): *Bradburn v. The Great Western Railway Company*, 31 L. T. Rep. N. S. 465. Ex.)

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

COLLINS (Jane), Devonshire-place, Portland-place, widow. £150 New Three per Cent. Annuities. Claimant, John Grey, administrator to Jane Collins, widow, deceased. **GAMMON (Richard)**, Chelsey, Berks, gentleman, deceased. One dividend on the sum of £2000 Three per Cent. Annuities. Claimant, Richard Edward Gammon, administrator, with the will annexed *de bonis non* to Richard Gammon, deceased.

POMFRET (Rt. Hon. Geo. Wm. Richard), Earl of WARDLOW (Gerard), Cheltenham, Esq.; Bennett (Rowland Nevill), Lincoln-inn, Middlesex, Esq., and WARDLAW JAS., Belmaduthy, Co. Ross, N.B., Esq. £613 8s. 6d. Three per Cent. Annuities. Claimant, said Rowland Nevill Bennett, the survivor.

WATKINS (Francis Grillon), Great Pearl-street, Spital-fields, gentleman. £20 Three per Cent. Annuities. Claimant, said Francis G. Wautier.

WINGFIELD (John Muxloe), Tickencote, Rutlandshire, Esq., and WINGFIELD (Rev. Geo.), Glatton, Huntingdonshire, and PRESCOTT (Wm. Geo.), 62, Threadneedle-street, banker. £320 11s. 3d. Three per Cent. Annuities. Claimant, said Rev. Geo. Wingfield, the survivor.

WYLLIE (Alexander), Sea-lane, master mariner. One dividend on the sum of £379 0s. 4d. Three per Cent. Annuities. Claimant, said Jas. Wyllie.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.
FLOUR MILL COLLIERY COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 15 before V. C. M. **SOUTH ESSEX RAILWAY COMPANY.**—Creditors to read in by Jan. 15 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to J. C. Fitzmaurice, 7, Westminster Chambers, Victoria-street, Westminster. Feb. 1, at the chambers of V. C. M., at Twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.
ACHELIS (Henry Wm.), Whitcroft Hall, near Northwich, Cheshire and Blackfriars-street, Manchester, merchant. March 15; V. C. M., at twelve o'clock.
ALLEN (John), 38, Blundell-street, Caledonian-road, Middlesex, widow. 11; B. Bolton, solicitor, 214, Northampton-square, Middlesex. Jan. 23; V. C. H., at twelve o'clock.
BADDOCK (Robert), Cumberland-terrace, Seven Sisters-road, Hornsey, Middlesex, gentleman. Jan. 6; H. Wm. Christmas, solicitor, 22, Walbrook, London. Jan. 21; V. C. H., at two o'clock.
BAGG (John), 403, Kingsland-road, Middlesex, gentleman. Jan. 11; M. Scott, solicitor, 10, Gray's-inn-square, Middlesex. Jan. 15; V. C. M., at twelve o'clock.
BLONDEL (Augustus F.), 72, Gracechurch-street, London, and 40, Trinity-square, Southwark, Surrey, West India merchant. March 1; J. R. Adams, solicitor, 15, Old Jewry Chambers, London. March 17; V. C. H., at twelve o'clock.
BURSTON (Stephen), 21, Silver-street, Golden-square, Middlesex, cheesemonger. Jan. 11; G. R. Caff, solicitor, 8, St. Martin's-lane, Middlesex. Jan. 23; V. C. H., at twelve o'clock.
CHEERMAN (Thos.), Milton next Gravesend, Kent, solicitor. Jan. 5; Evan Lako, solicitor, Gravesend. Jan. 22; M. R. at eleven o'clock.
COLLINS (John), Ipswich, gentleman. Jan. 14; J. H. Josselyn, solicitor, Ipswich. Jan. 25; V. C. H., at ten o'clock.
COMYN (Richard), Queenborough, Kent, and L. ncoln's-inn-fields, London. Jan. 6; E. Warriner, solicitor, 63, Great Tower-street, London. Jan. 19; V. C. H., at twelve o'clock.
DAVIES (Henry), Buckfastleigh, Devon, commander in the R. N. Jan. 13; Finch and Co., solicitors, 2, Gray's-inn, Middlesex. Jan. 22; V. C. H., at twelve o'clock.
DEACON (Chas. E.), Southampton, gentleman. Jan. 11; H. R. M. Belevara, solicitor, 5, Southampton-street, Bloomsbury, London. Jan. 20; V. C. B., at twelve o'clock.
EVANS (Edwd.), Moelfrynmain, Llanbadarn Trelegwys, Cardigan, farmer. Jan. 8; Hugh Hughes and Son, solicitors, Aberystwyth. Jan. 22; M. R., at eleven o'clock.
EXTON (Henrietta), Llygen-y-Wern, Halkin, Flint, spinster. Jan. 11; Gold Edwards, solicitor, Denbigh. Jan. 23; V. C. H., at twelve o'clock.
FINLINSON (Jas.), Huddersfield, banker's clerk. Jan. 8; A. H. Owen, solicitor, Huddersfield. Jan. 22; M. R., at eleven o'clock.
GEE (John C.), Avon House, Acton Hill, Acton, Middlesex, contractor. Jan. 14; J. F. Bernard, solicitor, 11, Great Winchester-street, London. Jan. 25; V. C. H., at twelve o'clock.
GREEN (Stephen J.), 28, Martin's-lane, Cannon-street, London; Lewisham, Kent; and of Brighton, land and finance agent. Jan. 1; C. M. Streeton, solicitor, 18, Southampton-buildings, Middlesex. Jan. 14; V. C. H., at twelve o'clock.
HALL (Wm. R.), Speenhamland, Speen, Berks, gentleman. Jan. 12; B. Pinniger, solicitor, Newbury, Berks. Jan. 19; V. C. M., at twelve o'clock.
HEALY (Richard), Penn Lands Farm, Burnham, Bucks, farmer and tiller. Jan. 1; J. Parker and Son, solicitors, High Wycombe, Bucks. Jan. 25; V. C. H., at twelve o'clock.
HEATH (Thos.), Linnington, York, yeoman. Jan. 11; J. Watson, solicitor, Pickering. Jan. 22; V. C. M., at twelve o'clock.
PROWETT (Chas. G.), 5, Northumberland-street, Strand, and 3, Dr. Johnson's-buildings, Temple, Middlesex, barrister-at-law. Jan. 12; Patten and Co., solicitors, 50, Lombard-street, London. Jan. 20; V. C. M., at twelve o'clock.
REYNOLDS (John), formerly of 91, William Brown-street, Liverpool, late of 138, New North-road, Middlesex. Jan. 11; A. Kerley, solicitor, 14, Great Winchester-street, Old Broad-street, London. Jan. 16; V. C. H., at twelve o'clock.
SANSON (Charles), Leytonstone, Essex, Esq. Feb. 1; H. Shoubridge, 1, Lincoln's-inn-fields, London. Feb. 15; V. C. M., at twelve o'clock.
STOKES (Right Hon. Sir Henry K.), G.C.B., P.C., the Albany, Middlesex. Jan. 15; F. M. Russell, solicitor, 4, Bedford-row, London. Jan. 22; V. C. M., at 12 o'clock.
SUTTON (Jas.), Gloucester-street, Brighton, ironmonger. Jan. 11; Chas. Lamb, solicitor, Brighton. Jan. 25; M. R., at 12 o'clock.
TORRANCE (Dr. David), M.D., Rugby. Jan. 7; J. R. Upton, solicitor, 20, Austinfriars, London. Jan. 23; M. R., at 12 o'clock.

RE (Wm.), Charlton Kings, Gloucester, maltster and brewer. Dec. 31; C. H. Jessop, solicitor, 1, Ohureh-trace, Cheltenham. Jan. 7, at twelve o'clock.
 RIDE (Chas. E.), 24, Brownlow-park, and 17, Chiswell-street, Middlesex, leather merchant. Jan. 11; Wharton and Ford, solicitors, 8, Lincoln's-inn-fields, London. Jan. 5, V.C.M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

AMES (Robert), South Sea House, Threadneedle-street, London, and 6, Kensington Park-gate, Middlesex, merchant. Dec. 31; J. and M. Pontifex, solicitors, 8, Ludlow-street, Holborn-circuit, London.
 BACH (Frederick W.), formerly of 11, Upper Gloucester-place, Middlesex, late of 94, Buckingham-road, Brighton, and 11, Upper Gloucester-place, Brighton, solicitor. Jan. 25; Upper-ton and Co., solicitors, 54, Pavilion-buildings, Brighton.
 BOLD (John), Theobald's-park Farm, Hertford, farmer. Jan. 4; M. Clarke, solicitor, 10, Chapel-street, Bedford-square, Middlesex.
 BOSTON (Henry), Acreington, Lancashire, gentleman. Feb. 8; Bannister and Haworth, solicitors, 38, Manchester-road, Acreington.
 BROWN (Right Hon. Henrietta C. Lady), Keythorpe Hall, Leicester. Jan. 31; Freer and Co., solicitors, New-street, Leicester.
 JACK (Sarah A.), formerly of Leicester, and late of Thorpe-lathby, Leicester, spinster. March 2; Dalton and Salisbury, solicitors, Leicester.
 CROFT (Wm.), Parsonage, Woodrow, Stafford, farmer. Jan. 11; J. W. Strick, solicitor, Queen's-chambers, North-street, Wolverhampton.
 LADDAW (Wm. F.), Burnage Lodge, Levenshulme, Lancashire, Esq. March 1; Hall and Janion, solicitors, 6, Essex-street, Manchester.
 RAMES (Francis), Banbury, gentleman. Jan. 21; Munton and Munton, solicitors, High-street, Banbury.
 WHEEL (Christian), 15, Devereux-place, Baywater, Middlesex, widow. Jan. 8; Murray and Co., solicitors, 11, Birch-lane, London.
 LARD (Jas.), Haselbury, Placknett, Somerset, corn and seed factor. Feb. 1; J. and W. B. Sparks, solicitors, Tewkesbury, Somerset.
 RAMES (Geo.), jun., 13, Sydney-place, Commercial-road East, Middlesex, partner. Jan. 1; G. Walker, solicitor, 75, Coleman-street, London.
 LUIS (Samuel), late of 7, King-street, Portman-square, Middlesex, dairyman, and formerly of Broad-court, Drury-lane, Middlesex, salesman. Dec. 31; F. Bolt, solicitor, 4 Skinner's-place, Bisle-lane, Queen-Victoria-street, London.
 LUIS (Geo.), King's-road, Clapham-park, Surrey, Esq. March 1; C. Lawley, solicitor, 3, Charlotte-street, Bedford-square, Middlesex.
 SHERR (Wm.), 31, Essex-pond, Southwark, Surrey, and 180, New Kent-road, Surrey, leather merchant. Dec. 23; N. Jourdain, solicitor, 45, Ludgate-hill, London.
 LINDEN (Francis), Tolleshunt D'Ary, Essex, farmer. Jan. 1; Stevens and Bawtree, solicitors, Witham, Essex.
 LINDEN (Thomas), Brimhill Lodge, Maldencombe, near Tipton, Essex, Esq. March 1; Leman and Co., solicitors, 51, Lincoln's-inn-fields, London.
 LINDEN (Harcourt W.), formerly of Shanghai, China, afterwards of 77, Marine-parade, Dover, and late of Great Malow, Bucks, merchant. March 15; Gregory and Co. solicitors, 1, Bedford-row, London.
 LINDEN (Elizabeth B.), North End House, Lutterington, Wilts, gentleman. Jan. 12; Phillips and Co., solicitors, Chippingham, Wilts.
 LINDEN (Wm. W.), 4, George-street, Lombard-street, London, 21, St. Swithun's-lane, London, Langlands, Clapham-park, Surrey, and Singapore, merchant. Jan. 4; Carr and Co., solicitors, 70, Haringhall-street, London.
 LINDEN (Albert), Purser in the Peninsular and Oriental Steam Navigation Company's Service. Dec. 31; J. C. Bolton, solicitor, 2, St. Mary Axe, London.
 LINDEN (Jonathan), Plymouth, Devon, solicitor. Bewes and Bower, solicitors, Manor Office, Stonehouse, near Plymouth.
 LINDEN (Wm.), formerly of Beach Farm, Bilton, Gloucestershire, and late of Canal Tavern, Lymcombe and Widcombe, Bath. Feb. 1; Gill and Bush, solicitors, 3, Miles Buildings, Bath.
 LINDEN (Geo. H.), Caythorpe House, Lincoln and Prest-wold Hall, Leicester, and 41, Charles-street, Berkeley-square, Middlesex, Esq. Jan. 31; Norton and Co., solicitors, 6, Victoria-street, Westminster.
 LINDEN (Wm.), New Brentford, Middlesex, draper. Jan. 12; Woodbridge and Sons, solicitors, Brentford, Middlesex.
 LINDEN (Sir Henry), 7, Leinster-terrace, Hyde-park, Middlesex, Admiral of the Royal Navy. Jan. 7; Macken-ton and Co., solicitors, 50, Lincoln's-inn-fields, Middlesex.
 LINDEN (Charlotte), formerly of 117, Western-road, Brighton, late of 228, Upper-road, Islington, Middlesex, spinster. Jan. 11; Woods and Dempster, solicitors, 64, Ship-street, Brighton.
 LINDEN (Wm. H.), 21, Warwick-gardens, Kensington, Middlesex, Esq. Feb. 5; J. C. Asprey, solicitor, 6, Furnival's Inn, London.
 LINDEN (John C.), 15, Union-road, Tufnell-park, Middlesex, gentleman. Jan. 11; Randall and Angier, solicitors, 1, Gray's-inn-place, Gray's-inn, Middlesex.
 LINDEN (Geo.), 38, Wellesbourne-terrace, Middlesex, and 57, Adelaide-crescent, Brighton, Esq. Jan. 16; B. S. Carr, solicitor, 5, St. Mark's-court, Poultry, London.
 LINDEN (Mary B.), formerly of Ipswich, of Folkestone, and 128, Midway-road, Stoke Newington-green, Middlesex, late of Hayes, Middlesex, spinster. Feb. 1; Wootton and Sons, solicitors, 2, Finsbury-circuit, London.
 LINDEN (Emma), Whitton, Leintwardine, Hereford, widow. Jan. 11; L. L. Clark, solicitor, Ludlow.
 LINDEN (Sarah), Mount House, Colton, Stafford, and some time of Great Haywood, Staffs. Jan. 31; Watkin and Clift, solicitors, 11, Gray's-inn-square, Middlesex.
 LINDEN (Wm.), Kelvedon, Essex, schoolmaster. Jan. 1; Stevens and Bawtree, solicitors, Witham, Essex.
 LINDEN (Henry), Wetheringsett, Suffolk, farmer. Feb. 3; Josselyn and Sons, solicitors, 10, Queen's-street, Ipswich.
 LINDEN (Robert), Akenham, Suffolk, gentleman. Feb. 2; Josselyn and Sons, solicitors, 10, Queen's-street, Ipswich.

REPORTS OF SALES.

Thursday, Dec. 10.

By Messrs. MARSH, YETTS, and MILNER, at the Mart, City of London.—Nos. 13 and 14, Basinghall-street, and Nos. 16 and 17, Bevis-mark-lane, freehold—sold for £18,500.
 Bought.—Victoria-place, copyhold residence with stabling—sold for £250.
 Bought.—Improved ground-rent of £40 per annum, term 70 years—sold for £250.
 Bought.—No. 8, Carter-street, term 20 years—sold for £250.
 Bought.—Bay-William-street, three freehold houses with shops—sold for £150.
 Bought.—Baker-street, two houses, four cottages with large garden, freehold—sold for £2100.
 Bought.—Nos. 2 and 3, Fortunate-place, freehold—sold for £160.

Friday, Dec. 11.

By Messrs. VENTON, BULL, and COOPER, at the Mart, Abington-wick.—The freehold residence Rivermead, and about two acres—sold for £4500.

LEGISLATION AND JURISPRUDENCE.

SUPREME COURT OF JUDICATURE.

SECOND REPORT of the Commissioners appointed to inquire into the Administrative Departments of the Court of Justice.

(Continued from page 97.)

CIRCUIT OFFICERS, AND CENTRAL CRIMINAL COURT.

For the due performance of the administrative duties of the courts of assize, the clerk of assize is responsible. This responsibility is to the members of the commission of assize.

The office of clerk of assize is an ancient one, and at one time must have been important. The 33 Henry 8, c. 24, prohibits the clerk of assize from practising on his own circuit. The circuit officers paid by the Crown are—The clerk of assize, the clerk of indictments, the clerk of arraigns, the associate, the circuit bailiff.

There are eight circuits, viz., the Home, Midland, Western, Northern, Oxford, Norfolk, North Wales, and South Wales. Each of these circuits has a clerk of assize; six of them have also deputy clerks of assize; five of them have respectively clerks of indictments, clerks of arraigns, associates, and one of the six, viz., the Midland circuit has an additional officer. Each of the six has a circuit bailiff. The two Welsh circuits have two "assistant officers" each, instead of associates and clerks of indictments and arraigns.

The salaries paid vary considerably as will be seen by the following table of charges in 1873-74:—

	South Wales.	North Wales.	Norfolk.	Oxford.	Northern.	Western.	Midland.	Home.
Clerk of Assize	£ 500	£ 500	£ 900	£ 1000	£ 500	£ 1000	£ 1100	£ 950
Deputy Clerk of Assize
Associate
Clerk of Indictments
Clerk of Arraigns
Additional Officer for Midland Circuit
Principal Assistant Officer
Second Assistant Officer
Circuit bailiff "Clerk"
	850	950	1816	2304	1804	2304	2604	2257

£14,989

£200

£900

£67

£137

£16,346

Clerk of Assize
 Deputy Clerk of Assize
 Associate
 Clerk of Indictments
 Clerk of Arraigns
 Additional Officer for Midland Circuit
 Principal Assistant Officer
 Second Assistant Officer
 Circuit bailiff "Clerk"

The travelling expenses of clerks of assize and their officers are allowed in addition, to the extent of £2700. Incidental charges appear for £100, so that the inclusive cost of circuit officers, not counting the marshals, is £20,146 per annum. The marshal was formerly associate at *vis prius*, but was relieved of his duties as such in 1852, by 15 & 16 Vict. c. 73. Section 7 of the Act empowered the Treasury to give a fixed sum for marshals of judges on the spring and summer circuits, and to the marshal of the senior judge on the winter circuit. The charges in 1873-74 appear thus:—

Spring Circuit, 14 Marshals at £75 each	1050
Summer Circuit, 14 Marshals at £75 each	1050
Winter Circuit, 6 Marshals at £75 each	450
	2550

We have not included the marshal in the list of assize officers, because he is not under the clerk of assize. He is the personal officer of the judge,

as an aide-de-camp is of a general, and he performs the duties of secretary and aide-de-camp for the time being. He is not a permanent officer, neither is he continuously employed. He has to swear the grand jury, and to make an abstract or note handed to the judge, of the nature of the cause and of the defence. He is really the companion of the judge, and he relieves of him of many small necessary duties as judge of assize, which we consider it right and proper he should be relieved of. There are doubtless many who would be found to do the duties gratuitously, and many more who would do them for a less sum than is now paid; but considering that travelling expenses are not paid by the Crown but by the judge for the marshal, we do not consider £275 a circuit an unreasonable sum.

Coming then to the consideration of the circuit officers, properly so called, we find that though in past times the office of clerk of assize might have been necessary and important, the changes in procedure and in the law, and improved facilities of locomotion and communication have rendered the office so much less important, as to make it undesirable to continue it. On several circuits the clerk of assize rarely attends in court, and it has been given in evidence before us that his presence is not required. On five of the great circuits, the functions of the clerk are wholly or partially performed by his deputy, who, it is to be remarked, is not an officer, acting only as deputy. He is the clerk of arraigns or the clerk of indictments on the same circuit, and receives an allowance of £100 a year for doing the duties of deputy clerk of assize.

In view of the short time in the year, not more than three months, during which the clerk of assize is called upon to exercise his functions, we are of opinion that he should be an officer attached to the Crown Office, or to the masters' department of the High Court of Justice, and do duty there at such times as he is not employed on circuit.

Mr. Avory, clerk of the Central Criminal Court and clerk of arraigns on the Home Circuit, informed us that, in his opinion, (a) an opinion to which the greatest respect is due, no public requirement and no public convenience would be sacrificed by the abolition of the office of clerk of assize. He also considered that "if an officer of the importance of clerk of assize were retained, he might be a master when not on circuit."

As regards the officers under the clerk of assize, we find that the two clerks of arraigns and two clerks of indictments at the Central Criminal Court in London are also clerks of indictments, and are so paid, on the Home, Midland, Western, and Norfolk circuits; and that the clerk of the court at the Central Criminal Court is also clerk of arraigns and deputy clerk of assize on the Home Circuit.

Except these double appointments, which are purely matters of management and not of right, and may not be continued, the officers of the circuits perform public duties on circuit only.

We consider them to be necessary for the proper administration of justice, but we see every reason why they should form part of an organised staff, employed continuously except in holiday time, instead of being as now, for the most part on detached service.

The officers to perform the duties in the Crown and civil courts on circuit should be supplied from the masters' department already proposed. As regards the associates for town doing duty also for circuit, we are fortified in our opinion by the testimony of Mr. Henry Pollock, for twenty-one years associate of the Court of Exchequer. It was put to him whether the contingency of some of the circuits overlapping the London *vis prius* sittings being provided for, he and his two colleagues would not be able, with their clerks, to provide the associate power on circuit; and he informed us that they certainly could.

Mr. Baron Bramwell to Mr. Pollock.—"Setting that consideration aside, would you see any difficulty in the London associates forming a part of the staff of a circuit?"—No.

"For instance, you must have one clerk to keep the office open?"—Yes, you ought to have two.

"Otherwise you and your clerks, but for the thing I pointed out, might perform the duty of associate and deputy clerk of assize on circuit?"—Yes, that could be done.

"The civil duties are the same as your own, are they not?"—They are identical.

"On circuit there is the criminal business to be attended to?"—Yes.

"If the three associates and six of their clerks were distributed over the circuits, they might attend to the civil business of the circuits and save a certain number of the officers who at

(a) He stated this to be his opinion—"If the considerations alluded to in the report of 1868 are to be disregarded." The report in question recommended "the retention of an officer in the position of clerk of assize," on a reduced salary, and the abolition of the allowance to a deputy.

present go on circuit; do you see any difficulty in that?—No, if it was provided they did not overlap, as they do now, and that there was a certain interval."

The clerk of arraigns must necessarily be well acquainted with the criminal law and with all points of practice. In addition to some formal business specially connected with criminal work he has to discharge for the judge sitting on the Crown side, the duties which are discharged for him by a master on the civil side; taxation of costs, allowances to witnesses, the business connected with jurors, their excuses and fines, the custody of documents, the duty of recording verdicts and making out warrants after sentence, are, in addition to advising the court upon points of criminal procedure, among the duties of the clerk of arraigns.

The clerk of indictments prepares and settles all indictments against offenders. After the discharge of the grand jury he is free to assist the circuit staff in their duties, either by sitting as clerk of arraigns in a second criminal court, or in the taxation of costs. He may also get ready, so far as the depositions sent in will allow him, the indictments to be framed for trial at the next assize town. This is a duty requiring skill and experience.

We consider that the duties of clerk of arraigns and clerk of indictments should in all cases be performed by officers or clerks of a London office staff, in the same way that their duties on some circuits are now performed by the officers of the Central Criminal Court. We think that the proposed amalgamation of the Crown Office staff with that of the plea side masters, would furnish the means of this being done without interfering with the efficiency of the London office. The detailed method by which this could be carried out we do not deem it necessary to propose, but we are persuaded that it could be done with considerable advantage, both to the London staff and to that on circuit. Some saving of the public money might also result; for while we consider that gentlemen performing the duties described should be well paid, we do not think they need be paid, in addition to salary and travelling expenses, more than half what is now paid to clerks of arraigns and clerks of assize employed for those duties only.

By these means we consider that the administrative duties of circuit officers may best be organised, whilst a general view and control, together with a saving of cost, might be secured. We further think that such an organisation, under the direction of the head of the Crown Office, would afford an excellent school for officers administering the criminal law business of the country, and that, with a view to comprehensiveness, it should include, for administrative purposes, the staff of the Central Criminal Court.

CONCLUDING RECOMMENDATION.

From the foregoing remarks upon the whole of the facts adduced before us in respect of the superior courts of common law and of the courts at assize, it will be seen that we advise the organisation of one central masters' department for the common law divisions of the High Court of Justice which shall provide all the official and clerical power required for the administration of civil and criminal justice in London and on circuit.

We had hoped for the advantage of the criticism or concurrence of the chiefs of your Majesty's courts of common law upon these proposals. On reference to them, however, those learned judges, whilst not dissenting from the proposals, have expressed themselves as unable, in view of changes which may come about under the Judicature Act, to give any opinion upon them. We have felt something of the same difficulty as regards the numbers that will be required in the several departments and offices, and have proposed machinery by which it is hoped this difficulty may be overcome. But as regards the principles of the organisation which should prevail, we have not seen reason to refrain from drawing conclusions out of the extensive and valuable evidence adduced before us. We have hesitated the less, because we observe that the Judicature Act provides for taking over, with slight exceptions, to the court, the existing organisation and existing office holders, with their present titles, salaries, and functions, but makes no provision for reviewing them in any way, except upon the occurrence of vacancies.

We shall proceed to consider at a later stage of this report how far it may be possible, and (if possible) advisable, to apportion to this department kindred duties for the Chancery division, and for the division charged with the administration of Admiralty, Probate, and Matrimonial causes.

TITLE TO PENSION OF OFFICERS OF COMMON LAW COURTS.

Masters, clerks, and messengers in the three Superior Courts of common law who have not acquired a title to a special rate of pension by

holding office under the provisions of 11 Geo. 4 & 1 Will. 4, c. 18, can claim pensions upon the same terms as are awarded to professional or other officers of ordinary civil service departments under the Superannuation Acts of 1834 and 1859.

The statutes upon which this right is founded are 1 Vict. c. 30, 6 Vict. c. 20 (as regards Crown Office), 15 & 16 Vict. c. 73, and the Legal Superannuation Act of 1866 (29 & 30 Vict. c. 68.)

Neither the clerk of Central Criminal Court, nor his staff, nor circuit officers as such, have any claim to pension whatever.

TABLE A.—COURT OF QUEEN'S BENCH.

1740 and 1815.	1874.
1. King's Coroner and Attorney	Queen's Coroner & Attorney.
2. Secondary on the Crown Side	
3. Clerk of the Rules on the Crown Side	
4. Clerk of the Affidavits on Crown Side	
5. Examiner, Calendar Keeper, and Clerk of the Grand Juries	Abolished in 1843 by 6 & 7 Vict. c. 20.
"These offices are held by one person, and appear to have been so held for a considerable period of time."—Report of Commissioners in 1815.	Master in Crown-office, with four clerks and one messenger
6. Clerks in Court in the Crown Office	
7. Clerk in Court for the Crown	
8. Chief Clerk to the Court of King's Bench	
9. Secondary on Plea Side, or Master	
10. Clerk of the Rules, Plea side	
11. Clerk of the Papers	
12. Clerk of the Documents and Judgments	
13. Signer of the Writs	
14. Clerk of the Declarations	
15. Clerk of the Common Bails, Estreats, and Postes	
16. Custos Brevium et Recordum	
17. Clerk of the Inner and Upper Treasuries	Abolished in 1837 by 1 Vict. c. 30.
18. Clerk of the Outer Treasury	Five Masters, with 23 clerks and one messenger
19. Clerks of "Nisi Prius for London and the Circuits	
20. Bag-bearer to Custos Brevium	
21. Clerk of Nisi Prius in Middlesex	
22. Signer of the Bills of Middlesex	
23. Clerk of the Errors	
24. Filacer, Exenter, and Clerk of the Outlawries for all the cities of England, and for all counties except Monmouth and Essex	
25. Filacer, &c., for Essex and Monmouth	
26. Receiver-General and Comptroller of the Seal	6 Geo. 4, c. 89 authorised the purchase of this office by the State; 8 & 9 Vict. c. 34, bought and abolished it.
27. Crier and Usher of the Court	Four Ushers.
28. Under Ushers, Criers, and Court Keepers	House-keeper.
29. Keeper of Westminster Hall	
30. Clerk to Lord Chief Justice	Three Clerks.
31. Clerks to Puisne Judges	2 clerks to each judge
32. Associate and Marshal at Nisi Prius in London and Middlesex	Merged in Associate of Court by 15 & 16 Vict. c. 73.

MARITIME LAW.

COURT OF QUEEN'S BENCH.

Saturday, Dec. 11.

(Before COCKBURN, C.J., and a Special Jury.)

STANTON v. NOURSE.

Sale of ship sea damaged—Undertaking by vendor to repair—One-third new for old.

In this case the plaintiff sought to recover from the defendant the sum of £3618 19s., for repairs to a ship called the *Stockbridge*. One of the questions was whether in case of a sale of a ship under

an agreement by the vendor, by which he contracted to put her in the same condition which she was before an accident which happened to her before the sale, he was entitled to claim against the vendee a deduction of one-third new for old.

Giffard, Q.C. and A. L. Smith, were for the plaintiff.

F. Octavius Crump (with him Watkin Williams, Q.C.), for the defendant.

It appeared that a draft agreement of 24th June 1872, contained the clause that the purchaser was to have the benefit of all new materials. In the actual agreement executed two days afterwards this clause was omitted, but on the question being submitted to the jury, they found that it was understood between the parties that such benefit should accrue to the purchaser.

Giffard, Q.C., in reply to the Lord Chief Justice, said he contended that the rule prevailing in marine insurance could equally apply as between vendor and purchaser, and that the former was entitled in the absence of a provision to the contrary to claim against the purchaser one-third of the cost of the new material.

Crump contended that the rule prevailing in insurance could have no application here. The only authority on the point, as far as he could ascertain, was an American case (*Renell v. Kimball*, 5 Allen Mass. Rep. 356). There the plaintiff purchased one-twelfth of a vessel, under a written contract, and a bill of sale of the same date. She was at the time undergoing repairs, which were completed after the purchase, and proved to be of an expensive character. The defendant contended that these should be charged to the plaintiff in proportion to his interest, but the plaintiff produced parol evidence to prove that the defendant should pay for the repairs that were to be put on the vessel. Hoar, J. said: "If the defendant promised to make the repairs at his own expense exclusively, whether he was moved to do so by a desire to make a sale of the vessel, or was content to do it from a sense of having a profitable bargain, it is of no consequence if he has made them. He cannot claim of the plaintiff payment under an implied contract as for a purchase when the plaintiff was assured that it was a gift." The principle upon which the marine insurance rule was based was this: The assured paid a lower premium than he would do if he was to have the benefit of new materials in case of sea damage. The deduction was contemplated in the contract. He added that such deduction was not allowed in the Court of Admiralty in cases of collision.

COCKBURN, C.J. said he took a view favourable to the defendant, and he should therefore direct the verdict to be entered for him, giving the plaintiff leave to move. *Verdict for the defendant.*

MAGISTRATES' LAW.

LEEDS POLICE COURT.

Friday, Dec. 4.

(Before Mr. BRUCE.)

Cruelty to animals—What are domestic animals? FREDERICK HEWITT, and Harriet Edmonds, proprietress of Edmonds' Menagerie, were summoned, the former for cruelty to six hyenas, and the latter for causing the animals to be ill-treated.

Ferns, solicitor, prosecuted on behalf of the Royal Society for the Prevention of Cruelty to Animals.

Granger, solicitor, appeared for the defendants.

Ferns quoted from the 12 & 13 Vict. c. 92, which constitutes it an offence to cruelly ill-treat certain animals which are enumerated in the interpretation clause (29th section), the clause finishing with the words, "or any other domestic animal." He stated that in the ordinary sense a hyena would not be regarded as a domestic animal, but a judge had held that a game cock was a domestic animal. After quoting from the 17 & 18 Vict. c. 92, he submitted that the hyenas in question were, from their captivity, and from the nature of their training, domestic animals. They were deprived of their natural ferocity, were entirely dependent upon their owners for food and attendance, and became as far as possible domesticated. The facts of the case are these: During Leeds fair Mrs. Edmonds' menagerie was stationed on the fair ground, and there was a cage containing six hyenas. The defendant Hewitt was engaged to put them through a performance, which was of the most cruel character. Another man stood outside the cage with a gong, and the defendant, armed with a whalebone whipstock capable of producing great pain, entered the cage and lashed the animals through a hoop. He then got an iron hoop bound round with tow dipped in naphtha, which was then lighted. The animals shrunk back in fright, but Hewitt lashed them so unmercifully that they were glad to get out of the way of the whip, and, frightened by the noise of the gong and the blaze of the tow, they rushed

through the hoop as well as they could, but several of them were very severely burnt. On the backs of some there were patches of raw flesh from which blood was issuing. The poor brutes were put to the most extreme torture. To "take the fire out" and to soothe the animals, fullers' earth was afterwards applied to the wounds. The performance through the hoops was repeated several times during each day the show was open, and the animals were left in the most prostrate condition possible; and before the performances had concluded one of them was in such a condition as to be unable to go through the hoop.

Granger submitted that under the Act a hyena neither was nor could be a domestic animal.

Mr. BRUCE said that it was not necessary for Mr. Granger to proceed further. From the evidence it was plain that gross cruelty had been practised towards the animals by the defendants, one of them being the mistress of a travelling menagerie, and the other her servant; and every one who had heard the evidence must have agreed that if the law would reach them, it was a case in which it was very desirable it should reach. But the question was whether the law did reach them or not. The information had been laid under the Cruelty to Animals (Act 12 & 13 Vict. c. 92), s. 2, which enacted that any person cruelly ill-treating any animal should be subject to a penalty of £5. The word "animal" used there was very general, but it was very much limited by the interpretation clause, which enumerated what were the animals indicated, adding, "or any other domesticated animal." There was, however, another section of that statute which he thought was very material in considering whether that kind of cruelty or that kind of animal was under the consideration of the Legislature when they passed the Act. That section (3rd) dealt with those persons who should "use any room for baiting or fighting any bear, bull, badger, cock, or any other animal, domestic or wild," so that by that Act of Parliament there were two classes of animals provided for—first, domestic animals, which were not to be

cruelly ill-treated; and, secondly, animals which were wild by nature, which were not to be baited. The baiting of wild animals had recently been the subject of a judicial decision. When the Act was passed it was probably thought that baiting was the only mode of ingenuity by which a man would attempt to torture a wild animal, and no one had an idea that hyenas would be forced to pass through a blazing hoop. The question really was whether a hyena, kept as these belonging to the defendant were, was a domestic animal. They must regard the question in the ordinary common sense way, and see what one generally meant by a domestic animal. He still thought that no man, if appealed to without being told that it was a question of law, would ever think of classing a hyena kept in a menagerie as a domestic animal. The word "domestic" seemed at first to have meant something that was kept about a house, and then afterwards it had a secondary meaning—something that was tamed or civilised. But a hyena would certainly not be kept about a house, now would it ever become subject to civilisation. These hyenas were no more civilised or domesticated than any boa constrictor, viper, or adder, which might be kept in the same show. He pronounced his opinion strongly about the act of cruelty in this case, and if the practice were not discontinued, it was to be hoped that the common sense and the humane feelings of the public would bring keepers of menageries to their senses, or that the Legislature would interfere and fill up the blank which there seemed to be in the Act of Parliament. Judgment would be given for the defendants.

Ferns applied for a case.

Mr. BRUCE said he had adjourned the case in order that the society which prosecuted might bring forward any further authority. If, however, the prosecution were satisfied that an offence under the Act had been committed, they had power to compel him to grant a case, but he was not inclined to grant one unless they chose to take that course.

agreed that he should reach Scarborough at 7.35, proposed that he should not reach it until 10, that this was the result of their negligence, not of any circumstances which were beyond their control, that it was a breach of contract, and he therefore ordered a special train on to Scarborough (where he arrived at 8.30), for which train he paid £11 10s. He now sues the London and North-Western Railway Company for damages for breach of their contract claiming that £11 10s. as the damages he has sustained. The grounds of the defence are first, that there was no unreasonable delay; and secondly, even if there were, having regard to the contract with the plaintiff the company are not liable. I think there was an unreasonable delay; it must be assumed that the time published by the company in their time tables is the time which the company consider to be a reasonable time, that is to say, the time in which, apart from any unusual circumstances, the journey can well be performed. Now in this case there were no such unusual circumstances shown, and on the contrary there is evidence of time lost on more than one occasion simply by what I am obliged to consider to be on the part of the company, and in the words of the condition, a want of attention to ensure punctuality, such as the keeping the doors open at Liverpool to the last moment for passengers, and thus delay the train and the passengers who were punctual to enable passengers who were not punctual with their luggage to get into the train. Such also was the delay at St. Helen's Junction, occasioned by the shunting of a goods train belonging to the defendants' company at the time this train was due, and which stopped this train at that station; such was the delay at Ordsall Lane for a local train of the defendants, and such also the delay at Manchester to put on an extra carriage in order to take passengers who, had the train not been late, would have gone on by the next train at 3.50. The loss at each of these places was very trifling, but in the aggregate it amounted to fifteen minutes in a run of one hour and five minutes, or nearly one fourth more time than the published time. Probably no one would complain of such a loss of time if the journey had ended at Manchester, but by this delay unfortunately the on train from Leeds was lost, and that loss occasioned a further delay, and then the on train at York was lost, which occasioned still further delay; thus this apparently small loss of fifteen minutes at Manchester was sufficient to lead to a delay of two and a half hours in reaching Scarborough—namely, arriving at ten instead of half past seven, or a journey of eight hours instead of a journey of five and a half hours. Now there is no sufficient explanation given of the delays between Liverpool and Manchester which I have mentioned. The wish to give the greatest possible accommodation to the greatest number of the public may have led to a part of the delay, and the pressure of the regular ordinary goods traffic may have led also to a part of the delay; but I hold that this is no sufficient answer to one of the contentions of the plaintiff. The truth is that the published time tables do not allow sufficient time to meet the ordinary pressure of business, and that accommodation which men require, and that, in truth, is the cause of the delay. I am of opinion, therefore, that in this case every attention was not paid to insure to the plaintiff and to the other passengers punctuality, in other words that there was negligence on the part of the company's servants. The second ground is that the company are relieved by reason of the conditions; that, having regard to their contract, they are exempt from liability. I stated in the argument that I hold that the plaintiff is bound by those conditions; although, as he stated, he in fact knew nothing about them, they are referred to on the company's ticket, and they bind him. I also held, on the construction of this condition, that the words "Every attention will be paid to insure punctuality," would cover all the rest, so far, at all events, as the rival companies are concerned. I cannot do better than read upon the construction of the agreement my judgment on a former case, in which I had to give judgment against the London and North-Western Railway Company; "Apart from authority, I am of opinion that it is not the true construction of the contract that the company can be relieved from the negligence of their own servants. I think that the contract bound the company to this, that every attention would be paid to insure punctuality as far as practicable, and I think also that that must include every attention on the part of the company's servants; and I read the rule to be that, subject to every attention being paid by the company and their servants to insure punctuality as far as practicable, the company do not undertake that the train shall arrive at the time stated, and will not be accountable for any loss, inconvenience, or injury which may arise from delays, and that, subject as before, the company do not hold themselves responsible for the arrival of this company's trains in time for the nominally corresponding trains of any other company. It is true that the

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover	Friday, Jan. 1	W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Bedford	Friday, Jan. 1	John Thos. Abdy, LL.D.	14 days	Mark Whyley.
Bolton	Friday, Jan. 8	Samuel Pope, Esq., Q.C.	10 days	John Gordon.
Barnstaple	Monday, Jan. 4	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chichester	Tuesday, Jan. 5	John J. Johnson, Esq., Q.C.	10 days	E. Titchener.
Derby	Tuesday, Jan. 5	George Boden, Esq., Q.C.	1 day	John Gadsby.
Doncaster	Thursday, Dec. 31	Edgar John Meynell, Esq.	10 days	Edward Nicholson.
Dover	Monday, Dec. 28	Harry B. Poland, Esq.	2 days	G. W. Ledger.
Hythe	Saturday, Jan. 2	Robert John Biron, Esq.	8 days	W. S. Smith.
Leeds	Monday, Dec. 31	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Northampton	Friday, Jan. 8	John H. Brewer, Esq.	10 days	C. Hushes.
Portsmouth	Friday, Jan. 1	Mr. Serjeant Cox	10 days	Jno. Howard.
Reading	Thursday, Jan. 7	J. O. Griffiths, Esq.	14 days	Joseph Whatley.
Rocheester	Wednesday, Jan. 6	Francis Barrow, Esq.	8 days	Wm. W. Hayward.
Salisbury	Friday, Jan. 8	J. D. Chambers, Esq.	10 days	Francis Hodding.
Sandwich	Thursday, Dec. 31	Robert John Biron, Esq.	8 days	Thos. L. Surridge.
Scarborough	Tuesday, Dec. 29	Alfred W. Simpson, Esq.	10 days	John J. P. Moody.
Shrewsbury	Monday, Jan. 4	W. F. F. Boughay, Esq.	14 days	Richard Clarke.
Norton	Saturday, Jan. 2	Henry Clark, Esq.	14 days	J. Wilkinson.
Fork	Monday, Jan. 4	E. P. Price, Esq., Q.C.	14 days	

COUNTY COURTS.

BLOOMSBURY COUNTY COURT.

Friday, Dec. 4.

(Before G. L. RUSSELL, Esq., Judge.)

LE BLANCH v. LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Carriage of passengers—Negligence—Delay—Failure to catch connecting train—Taking special train—Damages.

IN this case, the hearing of which we have already reported, the court to-day delivered judgment.

Charles Russell, Q.C. (specially retained), and P. Octavius Crump, were for the plaintiff.

R. E. Webster for the company.

His HONOUR said—This is an action by a gentleman, who was a passenger on defendants' railway, the London and North-Western Railway, to recover damages for the alleged negligence of the company in not keeping time. On the 18th Aug. last the plaintiff, wishing to go from Liverpool to Scarborough, went to the London and North-Western Station at Liverpool, and took a first-class ticket there to Scarborough, by the train which, according to the company's tables, was to leave Liverpool at two in the afternoon, and arrive at Scarborough at half past seven. The train was called an express train. The London and North-Western Railway Company issued a through ticket, which is issued by the London and North-Western Railway Company subject to the company's regulations, and to the conditions in the time tables of the respective companies over whose lines this ticket is available. The whole of the line is not on the London and North-Western, but to Manchester, thirty-

one and a half miles, it is their own line. Then the defendant company run on the Lancashire and Yorkshire, then on the Manchester, Sheffield, and Lincolnshire, then again on their own line, then again on the Lancashire and Yorkshire, then again on their own line, and whether for a short distance on the Midland before arriving at Leeds I do not know, then from Leeds on the North-Eastern Railway through York to Scarborough. The train started from Liverpool three minutes late, and it lost time on its way to Manchester, where it arrived thirteen minutes late, namely, 3.18 instead of 3.5. The proper time to leave Manchester was 3.20, but in fact they did not leave until 3.35, so that fifteen minutes were lost there, and something was said about its being seventeen minutes, but I cannot find that on the evidence of the guard; the difference is only between fifteen minutes and seventeen minutes, namely, two minutes. Between leaving Manchester and reaching Leeds, more time was lost, and the train reached Leeds at 5.27 instead of at 5, or twenty-seven minutes late. From Leeds the on train was, as I have said, a North-Eastern train, and the plaintiff missed that on train. It was to start, according to the time tables issued by the London and North-Western Railway Company, at 5.20, and had gone seven minutes. The plaintiff had therefore to wait until the next train, which started at 5.55 to reach York at 7. If the proper train had not been missed at Leeds, the plaintiff would have reached York at 5 minutes past 6, but in fact he did not arrive there until 7. There was no train on then until 8, by which if it had kept time, he would have reached Scarborough at 10. The plaintiff considered that he was much ill-treated by the company, who having

latter part of the rule is introduced by the word "but," and the argument for the company is that the true construction of the whole sentence is that the latter part accompanies the former as a limit to it or an exception, but I think that less violence is done to the sentence by construing it not to relieve the company from their own negligence than by construing it to mean that every attention will be paid to insure punctuality, but we do not bind ourselves to it, and we are at liberty to neglect that and pay no attention at all. The company's construction makes the sentence contradictory in itself. I think also the public have a right to say if a company intends to be protected against their own negligence they should say so. I have already shown that in my judgment there was negligence on the part of the company's servants, and I therefore hold that condition to be foregone by that negligence. I have purposely avoided any reference to any delay off the company's own line. The arguments of Mr. Russell, and the facts of this case, show how grievously inconvenient to the public it would be if that condition that the company will not be responsible for any delay off their own line were held to be a legal condition. But I do not at present see my way to holding that that condition is not legal at present. If I were obliged to decide that I should hold that was a binding condition. In the view I take of the facts of the case, I am not called upon to decide the point; the delay up to Manchester, which was clearly on their own line, was sufficient to lose the on trains, which occasioned the substantive delay in arriving at York. There must, therefore, be judgment for the plaintiff. The question then arises as to the amount of damages, whether it is to be nominal damages, or more than nominal damages. Now, I am of opinion that the plaintiff is entitled to more than nominal damages, namely, to the £11 10s., the cost of the special train. In contract, not in tort, a man can recover only such money damage as he can prove to have been occasioned by the breach of the contract; whatever annoyance or whatever inconvenience he may have suffered, he cannot in a case of contract recover any damages, for that he is strictly confined to money damage. The plaintiff in this case sustained no money damage by the delay, except it be the cost of the special train. Had he gone on from York by the eight o'clock train, and arrived at Scarborough at ten instead of half-past seven, he could not have shown any pecuniary damage; but he said "I wish to be taken on by the special train, and I am entitled therefore to be paid that expense," and in principle I think he is. I cannot better state the principle than in the words of Alderson, B., in *Hamlyn v. The Great Western Railway Company* (26 L. J. 22, Ex.); that was a case in which there was no on train for the plaintiff, and he was delayed that night at the place; but in the course of the argument Alderson B. said this: "The principle is that if the party does not perform his contract the other may do so for him, as near as may be, and charge him for the expense incurred in so doing." Then, with reference to the particular case before him, he said that the plaintiff might have taken a post chaise and charged it. This was in the year 1856, where Alderson, B., lays down specifically what he considers the principle where a man is suing for breach of contract. That is in truth not a novel principle; it is familiar to us all in cases of contract for work and labour. Under those circumstances, I think that principle governs this case. Now, I do not mean to say that it is every trifling delay which would justify a refusal to wait; on the other hand, it is equally obvious that a train might be so delayed as to make it quite justifiable that a passenger should refuse to wait. A passenger might arrive at twelve at noon and be asked to wait until eleven at night; that would be, of course, out of the question. It must therefore be, to a certain extent, a question of degree in each case. The question is, whether the difference in this case between a journey of five and a half hours and eight hours is such a substantial difference that in law it entitles the passenger to say he would take a special train, or, in other words, entitle him to do that which the company cannot do, and which the company have agreed to do, and charge them with the expenses of doing so. I think, therefore, he was justified in doing it, and, if he was, he is justified in charging for it. Now, I do not hesitate to say that on the question of damages I have had great difficulty in arriving at a judgment. The cases are very bare indeed of authority, and this is a mere dictum of Baron Alderson, which is not to be found, I believe, in the other reports of *Hamlyn v. The Great Western Railway Company*. Still it is a report in a book of reports; I have found it, and it is consistent, as I have said before, with the principle which is quite familiar to us in cases of contract. Therefore, although I freely admit that I have felt great doubt on the matter, I have come to the conclusion that I am bound by that principle enunciated by Alderson, B., and therefore I give judgment for the plaintiff for £11 10s. I should say that I am so

far supported by the judgment of a brother County Court Judge at Reading in a case against the Great Western Railway Company, where he held, according to the printed reports of that case, that the question of damages was not raised. There was no argument upon it, and, therefore, when the judgment was given without argument, it is not of that assistance that it would have been if the learned judge's attention had been called to it.

Roberts.—This is a very important case, and the first case that has been decided with reference to a special train. I simply ask on the part of the defendants for leave to appeal.

His HONOUR.—Certainly. What is more, I should be very much obliged if you will appeal. I am very anxious that there should be some authoritative judgment to guide us, which will relieve us from a great deal of difficulty. Not only do I give leave to you, but I consider it important that there should be an appeal.

Solicitors for the plaintiff, *Argles and Rawlins*.
Solicitor for the company, *Roberts*.

DERBY COUNTY COURT.

Monday, Dec. 7.

(Before W. F. WOODFORD, Esq., Judge.)

STANLEY v. PEACH.

Action against an accountant.

THIS was an action by a greengrocer, named Stanley, against William Peach, accountant, of Derby, to recover the sum of £35 17s. The defendant announced himself as an accountant and "legal referee," and to him the plaintiff went when in difficulties. The defendant agreed to arrange his affairs, and made a demand of £10; defendant then advised plaintiff to sell all his goods and to hand the money over to him, which was done in May last, the amount being £24 5s. The money was handed to Mr. Peach. The furniture was taken, it also appeared, by defendant's son, at a valuation; it was understood that the defendant would file a petition for the plaintiff. The creditors were summoned to meet at defendant's office on the 22nd May, but when plaintiff got there defendant was not to be found. In addition to the sum named plaintiff handed over to the defendant a number of debts to collect, and a further sum of £1 12s., making altogether a sum of £35 17s.

Mr. Stanley was called in support of this statement, and in cross-examination by defendant affirmed that he thought Peach the defendant was a solicitor.

Defendant admitted that the facts stated were generally correct, but he had never represented himself as a solicitor, and he had always stated this fact properly on his bill-heads, &c. When a writ was served on him by Mr. Dutton, he told plaintiff that he could not enter an appearance as a solicitor, but he took him to the office of Mr. Briggs, who appeared for him. The goods were valued by Mr. Edge, auctioneer, and he was paid for the work. Defendant admitted having possession of the remainder of the money, after these successive payments to solicitors, &c., had been paid out of it.

His HONOUR said he was sorry to have to give judgment, for the present was one of a kind of cases, the fewer of which there was the better for the public; as to the defendant, he did not wish to say anything harsh against him; he had been in the habit of attending that court, but it appeared that he held himself out as an accountant, and as "a legal referee"—in other words, he held himself out to the public as one ready to undertake anything that an accountant or a solicitor could do. By this means he got the public to come to his office. When the plaintiff was in difficulties he was recommended to go to Mr. Peach, who would "pull him through." Then £10 was at once demanded and extracted from the plaintiff and from the plaintiff's creditors. Plaintiff said he understood this to be in full for any expense to which he was put by reason of his undertaking to pull him through his difficulties. To this defendant now said it was only in regard to expected charges, and they had a receipt given by him "on account of charges," as if he expected a larger account of charges. This sum of money—£10—it appeared, was handed over to the defendant. Defendant then advised the valuation of his effects, and the son buys the things—really this transaction would not bear the light. A number of creditors afterwards met at Mr. Peach's office but no one was there to meet them. He hardly liked to use the terms properly applicable, but here were goods taken at a valuation and the proceeds handed over to Mr. Peach. Then a meeting of creditors was called, but when the time came no Mr. Peach appears, and the money he held up to the present time. They had then been told by Mr. Peach that a garnishee summons was taken out against them, and that he considered it a kind of writ of attachment, so that he could not pay over. This money had been clutched and kept as long as possible. It

was not at all satisfactory, but he did not like strong terms, and he would simply give judgment. Mr. Peach had admitted altogether £37 16s. 6d. of the money, and he had paid out £6 19s. 4d.; he would therefore hand over the remainder, and the question then was whether he had done anything for the £10. The whole of this sum of £10 was not intended, he thought, to be for charges, and it would therefore appear as part of the funds of the creditors. He should reduce the £37 16s. by £6 19s. 4d. only, and make the order accordingly.

MARCH COUNTY COURT.

Thursday, Nov. 19.

(Before EDMOND BEALES, Esq., M.A., Judge.)

HOWE v. LOVELL.

Roads—Fences—Liability to maintain—Inclosure Act.

HIS HONOUR read the judgment in this case of Homersham Cox, Esq., who presided at the last court, as follows: The advocates for the plaintiff and defendant in this case have bestowed upon it great care and attention, which it well deserves on account of the general importance of the questions at issue. The particulars of the plaintiff's claim state that the "defendants illegally seized and distrained a certain black mare belonging to the plaintiff, and impounded the same at Chatteris." At the hearing it was admitted that the plaintiff's mare went on to the defendant's close through a gap in the defendant's hedge, which hedge the defendant had for more than twenty years repaired, and that the defendant impounded it, and that it had gone on to the close from an adjoining parish road, not a highway. It appears by the evidence that the mare was ill-treated in the pound and consequently died. The main question was whether the defendant was under the obligation to repair the fence, because if he were, it was by his own negligence that the mare got through the fence, and he could not lawfully impound it. If I am correctly informed as to the situation of the close, it is part of land formerly commonable or waste ground at Chatteris, which was the subject of several Acts of Parliament of the reign of George III. One of these, passed in 1793, recites an earlier Act in the twenty-third year of that reign for regulating these commonable lands and obliging the owners of several parts to fence the same. The Act of 1793 refers to a decree of the Court of Chancery made so long ago as the first year of the reign of Charles I., by which the repairing of the fences was charged upon certain "commonable messuages and tofts in Chatteris," and makes fresh regulations respecting the fencing. But by a later Act (1809, 49 Geo. 3) for inclosing these and other lands, the provisions of the former Act respecting the manner of using the said commons were repealed, and commissioners were appointed for dividing, allotting, and inclosing the said open fields and commons in the parish of Chatteris. The Act, among other things, directs that the herbage and grass on the roads and droves through the said lands shall be let and demised annually, subject to such rules "as to feeding the said roads and droeways, and as to charges to be made in case the cattle shall stray from one road or droeway to another, or into any adjoining ground or grounds" as the proprietors should think proper. The mare, in respect of which damages are claimed in the present case, strayed from one of these roadways, which had been let by auction to two persons who are not parties in this action. The letting was not made subject to any rules as to straying of cattle. These seem to be the material facts; and I have now to consider the law applicable to them. The case of *Boyle v. Tamlyn* (6 B. & C. 329), shows that in general a man is not bound to repair his fences so as to exclude his neighbours' cattle, and that the mere fact that for twenty years he has repaired the fences is not of itself evidence that he is bound to do so. But in a more recent case, *Barber v. Whitely* (34 L. J. 212, Q. B.), it was held that where waste land was inclosed under an Inclosure Act, a jury might presume that the grantee of the inclosure had taken it subject to the obligation to fence against the waste; for the lord was not likely to have granted it without this obligation, and so to have subjected the tenants of the manor whose cattle pastured on the waste to the burthen of keeping their cattle from trespassing on the inclosed land. The principle of this case seems to me applicable to the case before me. When the lands at Chatteris were inclosed, the Inclosure Act provided that the herbage of the droves running between the inclosed lands should be let and demised from year to year. Unless the fences on either side of these roads or droeways were kept up, it is obvious that the cattle pasturing on them would be liable to stray on the adjoining closes. But who were the persons to keep up the fences? Clearly not the persons to whom the droeways were let from year to year. It is not reasonable to suppose that the Act intended that persons

having only such a very brief interest should repair the fences. It seems clear that the obligation was intended to be imposed on the owner of the closes. It follows that the defendant in this case having suffered a gap in his edge to remain unrepaired had no right to impound cattle which strayed through it. There must be, therefore, a judgment for the plaintiff; but as I am satisfied that the value of the mare has been exaggerated, I think the justice of the case will be met by a judgment for £22 and costs.

Judgment accordingly.

MANCHESTER COUNTY COURT.

(Before J. A. RUSSELL, Esq., Q.C., Judge.)

Tuesday, Dec. 8.

DOMAKIN v. JOYNSON.

Equitable jurisdiction of County Court—Contribution—Charge.

PLAINTIFF, defendant, and three other persons were sub-lessees (for the residue of a term of ninety-nine years, less a few days) of distinct and equal parcels of certain hereditaments in Manchester, which under the original lease were subject to a chief rent of £15, payable to the Dean and Canons of Manchester (the original lessors). The lessors of the sublessees had reserved rents in the several subleases amounting in all to more than the original chief rent, and had covenanted to pay the original chief rent and indemnify the sublessees therefrom. Some two years before the present suit, the lessors of the sublessees disappeared, and the original chief rent being in arrear, the dean and canons levied it upon the sublessees. Under threat of distress on the property comprised in his sublease, plaintiff had been compelled to pay to the dean and canons the whole of one year's chief rent as it became due. Plaintiff received from the three other sublessees the sum of £9 as their contribution towards the year's chief rent so paid by him, but defendant refused to contribute anything. Plaintiff therefore prayed that the amount which ought to be paid by defendant to plaintiff as contribution towards the £15 so paid by plaintiff might be ascertained, and that it might be declared that the same was a charge on the property comprised in the defendant's sublease, and that defendant might be ordered to pay the same with costs on a short day, and that in default the said property of the defendant might be sold or a receiver of the rents and profits thereof appointed, and that the moneys thence arising, or a competent part thereof might be applied in payment of the sum found to be due to plaintiff, together with all costs.

At the hearing G. Edwards appeared for plaintiff.

Addition for defendant.

Hunter v. Hunt (1 C. B. 300), was referred to as showing that the plaintiff had no remedy at law, and that he was justified in resorting to equity. The facts, as above stated, were not disputed, and the plaintiff's equitable right to compel contribution was admitted. Defendant however claimed a set-off in respect of certain sums paid by him on account of the same chief rent.

His HONOUR directed an account to be taken before the Chief Clerk as to the sums paid by plaintiff and defendant respectively to the dean and canons on account of the chief rent, and to state the balance (if any) due to either party on the footing that each was liable to contribute to the extent of one fifth of the whole chief rent. Costs were reserved.

Before the Chief Clerk. G. Edwards again appeared for plaintiff. A. Smith for defendant.

Defendant proved payment to the dean and canons of £1 10s. 5d. on account of the chief for the year previous to that for which the plaintiff had paid the whole rent, and it was admitted that plaintiff had paid nothing towards the rent for that year. It was contended on behalf of defendant, that as he had paid more than his fifth share of the chief rent for one year, and that as plaintiff had paid nothing for that year, defendant was entitled to set-off the £4 10s. 5d. paid by him in full discharge of plaintiff's claim. It was maintained, on behalf of plaintiff, that each party was liable to the other for one-fifth only of the sum actually paid by him on account of the chief rent, irrespective of the amount of the payment, and that defendant could only set off one fifth of the £4 10s. 5d. paid by him against the £3 claimed by the plaintiff. The Chief Clerk decided in favour of plaintiff's contention, and found a balance in his favour of £2 1s. 10d.

Dec. 8.—On the matter coming before his Honour for final decree, his HONOUR approved Chief Clerk's report, and, defendant agreeing to pay the amount so found to be due from him, the following order was made:—"To stay on payment within one month of the sum of £2 1s. 10d. and costs to be taxed; in default, plaintiff to be at liberty to draw up order confirming Chief Clerk's report, and to enter up decree according to the prayer of the plaint, with costs."

NOTTINGHAM COUNTY COURT.

Thursday, Dec. 10.

(Before R. WILDMAN, Esq., Judge.)

BIRCUNISHAW v. MIDLAND RAILWAY COMPANY.

Railway unpunctuality.

Young, of Birmingham, for the defendants.

The plaintiff stated that on the 14th Sept. last he took a ticket at the Nottingham station for Huddersfield. He intended to travel by the twelve o'clock train from Nottingham which, according to the company's time bills, should arrive at Huddersfield at 3.45 p.m. The route he was to travel was first to Trent junction, where he would have to change into another Midland train and travel to Normanton; at the latter place he would change again into a Lancashire and Yorkshire company's train and travel to Huddersfield. The train left Nottingham punctually, but the plaintiff had to wait fifteen minutes at Trent for the train forward, and he ultimately arrived at Normanton too late for the Lancashire and Yorkshire train. The plaintiff had to wait two hours at Normanton for another train to Huddersfield, and afterwards arrived there at 6.5, nearly three hours after the time he expected to be there. The consequence of this delay was that he could not transact the business that day that he went to Huddersfield about, and incurred an hotel bill and other expenses during the night, and suffered loss of time. He claimed for this 30s.

The ticket issued to the plaintiff contained a notice that it was issued subject to the conditions of the company appearing on the time bill, and the following is one of the conditions: "Time-tables, from Sept. 1 until further notice, shewing the times at which the trains may be expected to arrive at and depart from the several stations. But their departure or arrival at the times stated is not guaranteed, nor does the company hold itself responsible for delay or any consequences arising therefrom."

Young contended that there was no case made out against the company. Under the condition the contract was not to carry within a specified time, but within a reasonable time only, and it was not enough for the plaintiff simply to refer to the time-table and say that those times had not been kept, he must do more than that, and must prove that the times had not been kept in consequence of some negligence on the company's part, which the plaintiff had failed to prove in this case. The case of *Hurst v. Great Western Railway Company* (34 L. J. C. P.) was referred to.

His HONOUR declined to nonsuit.

Young then called witnesses to prove that the train from Trent to Normanton was one which started originally from London at 8.55 a.m.; that on the date in question the jet tube of the engine burst in the course of the journey, the consequence of which was that the engine had to be run with a less pressure of steam and lost time. It was proved that the engine was examined before starting on its journey. He then contended that there was no guarantee as regards the running, and, therefore, as the delay arose from circumstances beyond the company's control, they were not responsible.

His HONOUR then nonsuited the plaintiff.

SHREWSBURY COUNTY COURT.

(Before J. W. SMITH, Esq., Q.C.)

WILLETT v. GRAY.

Agent not allowed to appear.

In this case the plaintiff, a surgeon practising in Shrewsbury, sought to recover £13, the amount of debts which had been collected by the defendant.

A Mr. Stratton, of the firm of Stratton and Co., "public accountants, auditors, and 'arbitrators,' and professional trustees," London and Birmingham, appeared and said he was employed to appear as agent for defendant Gray, of Southampton.

His HONOUR said he could not allow it.

Stratton remarked that he had never been refused yet.

His HONOUR.—There are many of my brethren who object to this kind of thing.

Stratton.—I say your Honour has no jurisdiction.

His HONOUR.—Are you come to say that?

Stratton.—No; but to fight the case upon its merits.

Chandler.—Your Honour would give him a latitude which you will not give to us.

Edwards, who appeared for Mr. Willett, said he must object to Mr. Stratton appearing in the case. A correspondence took place, and subsequently Mr. Gray received several sums of money from Mr. Willett's patients. The arrangement was made between Mr. Willett and Mr. Gray, who lived at Southampton.

His HONOUR said the proper place to sue was where the defendant resided.

Edwards.—But the arrangement was made here, Mr. Gray undertaking to collect the debts.

Some discussion arose as to whether his Honour had jurisdiction in the matter.

In reply to a question from the judge, Edwards said the matter arose through the defendant writing, enclosing a card, and offering to collect the debts.

Stratton.—We say that as the defendant has never been in Shrewsbury your Honour has no jurisdiction.

His HONOUR said he was of opinion that he had jurisdiction in the case. If there was no defence he should give judgment for the plaintiff.

Stratton was about to address the court when Craig interposed, observing that he (Mr. Stratton) was not a solicitor. He was simply an agent, and he had no right to appear as an advocate. It had been ruled over and over again that the agents of such societies were not entitled to be heard.

His HONOUR said he could not allow Mr. Stratton to enter upon the merits of the case.

Edwards.—I have the power to raise an objection to his appearing at all, because he is not a solicitor.

His HONOUR.—But no right to insist upon it.

Edwards.—I have not yet raised the objection. Stratton (rather superciliously).—He (Mr. Edwards) is not superior to the judges, whatever he may be.

His HONOUR (to Stratton).—What evidence have you here?

Stratton.—I ask simply to be allowed to take the same position as a wife who appears for her husband.

His HONOUR.—That is another matter altogether.

Craig said, as the senior practitioner of that court, he objected to Mr. Stratton appearing as an advocate. It would not be allowed in any other court.

His HONOUR said he had allowed Mr. Mason to appear for the Great Western Railway, but it was in cases in which he had peculiar knowledge. He was also a servant of the company. This case was very different.

Craig.—We are more liberal than they are in other places. I have never objected if a cashier who has kept the books has appeared in a case. But this is different. This is an agent travelling about the country for the purpose of collecting debts.

Stratton.—This is the first time I have been objected to.

His HONOUR pointed out that there was no sweeping general rule judicially propounded against hearing such persons, and that being so he thought it would not be fair to the defendant to give judgment against him without hearing what he had to say. Either they must hear this person or adjourn the case.

Edwards.—We have taken the trouble to bring Mr. Willett here and a number of witnesses. If the case were adjourned it must be on the distinct understanding that the defendant paid the costs.

Stratton.—If he is so litigious let Mr. Edwards go on.

His HONOUR to Mr. Edwards.—You can either have the case adjourned without costs, or you can allow Mr. Stratton to contest it.

Craig.—The question is whether your Honour will allow an irregularity to take place in your court.

His HONOUR.—Oh!

Chandler.—We shall have writing and managing clerks appearing here.

His HONOUR.—Lawyers' clerks I refuse to hear.

Edwards.—Lawyers' clerks are much better fitted to appear than this agent.

Stratton.—I am pleased that I have astonished the lawyers of Shrewsbury.

His HONOUR.—I do not allow Mr. Stratton to appear as an advocate. I don't allow any one to come here as an advocate who is not a solicitor. I allow a defendant's servant to come and present letters. All I should allow Mr. Stratton to do would be to put in anything his principal has sent him to bring.

Edwards.—How can he constitute himself an agent in this case? He has nothing to do with the case.

Chandler.—He comes representing some society.

His HONOUR.—I think I will lean to the objection which has been taken. I thought it might be expedient for the plaintiff to make an exception in this case so far as to allow him to appear, but if you do not desire to have that done I can adjourn the case. I certainly should feel some difficulty in giving judgment against the defendant when he has sent a person to represent him, when there is no Act of Parliament and no generally established rule against allowing A, B, or C to appear for another. I will go further, and say that, although out of courtesy one is in the habit of calling the learned gentlemen who appear before me advocates, and though really acting as advocates day after day by the theory

County Court system, they really appear before me only as attorneys, and they have no power to appear before me in any other character. I do not allow this person (Mr. Stratton) to appear before me as an advocate, and I have nothing to do with him as such. I think there is something strongly objectionable in accountants appearing before me as advocates. I should only allow this person to attend and hand in any documents.

Edwards—I should object to Mr. Stratton cross examining Mr. Willett.

His HONOUR—Oh, I should not allow that. The Registrar has suggested a difficulty. How is this person to find the defendant?

Chandler—Quite so, your Honour.

Craig—The court has a certain guarantee for the good conduct of solicitors in connection with their undertakings. If agents are to be admitted, your Honour would place us in a false position.

His HONOUR—Your objection applies to persons who come before the court in the same way as solicitors, or not to persons who come as wives, relatives, or shopmen.

Stratton—I do not come as a solicitor.

His HONOUR—But you do; you have objected to my jurisdiction.

The hearing of the case was adjourned for a time. When it was heard his Honour gave judgment for the plaintiff.

WOOLWICH COUNTY COURT.

Wednesday, Dec. 12.

(Before J. PITT TAYLOR, Esq., Judge.)

F. A. WHITE v. E. HUGHES.

Solicitor—Alleged negligence—Liability.

This case was tried by a jury summoned by the plaintiff.

H. Wright, barrister, appeared for the plaintiff. *Hughes*, the defendant (a solicitor), conducted his own case.

The action was for £22 10s. as damages resulting from the negligence of defendant as attorney.

In opening the case, *Wright* said that his client, an accountant, purchased a plot of land in Upper Whitworth-road, Plumstead, for £160, in Feb. last, and engaged Mr. Hughes to prepare the conveyance, Mr. Hughes being well acquainted with property in the neighbourhood, and, moreover, a member of the District Board of Works, having special facilities for ascertaining if there were any parochial charges upon this particular plot. With deference to the learned judge, he submitted that, according to law, an attorney in such a case was bound to use not only average skill but reasonable care to protect the interests of his client. It was his duty to ascertain, as far as in him lay, if there was any incumbrance upon the property, and in pursuance of that duty he should have tendered requisitions in writing to the representative of the vendor, inquiring if there was any incumbrance. The property, however, was conveyed without these investigations being made, and on the 30th March plaintiff completed the purchase by paying the money. On the 6th June Mr. Hughes wrote to inform him that there was a charge of £22 10s. upon the property for paving works done by the Plumstead Board, and requesting him to pay it. To this the plaintiff wrote to reply that the former owner should have paid it, but Mr. Hughes wrote again to say, "I am afraid the amount is a charge upon the land, whoever holds it, and I should have deducted it from the purchase money if I had been aware of it."

His HONOUR.—How do you say the defendant should have made himself aware of this incumbrance.

Wright.—He should have tendered requisitions. As he did not, I contend that he has been guilty of negligence.

His HONOUR.—Oh, no.

Wright.—I hope to satisfy your Honour of that, but I also say he should have ascertained the fact as a member of the district board.

Plaintiff was then called and related the circumstances of the case, the end of which was that he was summoned in October at the police court, and ordered to pay the £22 to the board, which he did at once.

In cross-examination, he said that he bought the property by auction, without reading the conditions of sale, simply because he found that it was going cheaply. He now saw by the 10th condition that the property was sold subject to all easements, &c.; but Mr. Hughes had, notwithstanding, told him that he should have deducted the amount from the purchase money if he had been aware of it. He knew that the road was paved, but did not think of asking the auctioneer if the paving was paid for. He had since been told that the previous owner, Mr. McCullum, had bought the land twelve years ago for £175, but he knew nothing of Mr. McCullum when he made the purchase, and understood that he was now in Canada.

Hughes.—Did I not write to you in July to say

that I should be happy to enforce payment for you from Mr. McCullum, but if you persisted in regarding me as personally liable I should have nothing more to do with the matter?—You did.

Are you aware that a statement of the case from your point of view appeared in a newspaper?—I am.

Do you know that copies were sent to the members of the Board of Works and various other persons?—I read in the local paper that the paper had been "freely circulated."

You have known since July that I disputed your claim upon me, and was ready to meet you in this court?—Yes.

His HONOUR.—If you did not go to the auction to buy this land, how did you know that it was going cheaply?—I saw by the size of the land, with 100ft. frontage.

A clerk of the police court, was called to produce the magistrates' books, and prove the order to pay.

Mr. F. F. Thorne, surveyor of the Plumstead board, proved other formalities. He said that he had great difficulty in finding who was the owner of this property, as Mr. McCullum was for some years in Turkey, and was still abroad. His name appeared in the books as McLennan, by mistake.

Wright wished to ask Mr. Thorne if Mr. Hughes was a ratepayer, but

His HONOUR objected, saying that his position as a ratepayer could not be imported into his duty as a solicitor.

Mr. Thorne, however, was pressed to answer the question, and replied that he had no books to which he could refer upon the point.

Hughes asked if he was a member of the board in 1872, but Mr. Thorne could not say, and *Hughes* himself said that he was not.

Mr. W. Farnfield, solicitor, said he acted for the vendor in this matter, and that he received no requisition from Mr. Hughes as to the property.

Wright.—From your experience as a solicitor is it not usual to tender requisitions?—It is usual, but when the property is in the locality and the title is known, it is usual not to do so in order to save expense, especially if the property is small.

Cross-examined: I did not myself know of this paving contribution being due. I do not call it an incumbrance; it is not an incumbrance on the land. I received instructions in reference to this matter from the auctioneer in 1872. I never, before this case, thought of going to the board at Charlton for information. In preparing the conditions of sale I inserted a provision that all outgoings should be paid by the vendor, not thinking that there was any such charge as this. This charge was nothing more than an arrear of rates.

His HONOUR.—Just as a 5s. water rate?

Mr. Farnfield.—Precisely.

Wright.—It would not have made much difference in the expense to have made inquiries at the Board's offices?

Mr. Farnfield.—No, it might have been done by a letter.

Wright.—And that, if I am not too delicate, would be 6s. 8d. (a laugh). Have you made such inquiry in any case since this.

Mr. Farnfield.—I have in one instance.

Hughes then addressed the jury for the defence. He said he was glad that the case had not broken down without giving him the opportunity of stating his case. He said that, knowing the title of this land, and seeing on the conditions that all outgoings were to be paid by the vendor, he did not imagine that there was any other liability.

When he discovered that this £22 10s. was due to the Board, he pointed out to Mr. White that he ground of action against Mr. McCullum, and he endeavoured, assisted by Mr. Farnfield, to intercept the money which had been remitted to Canada. He informed Mr. White, however, that he had been employed simply to convey the land and examine the title; and how could he be held responsible for certain information not coming to his knowledge? He had inserted in the conveyance a clause that the property was to be transferred free of incumbrance, which gave Mr. White ground of action, but because Mr. McCullum happened to be in Canada, Mr. White had no right to turn upon his solicitor.

He would have taken any trouble to have recovered this money for Mr. White, but he had been badly treated, and he felt it to be his duty to himself and other solicitors, to make a stand.

He believed that he had brought about this trial by firing the first shot in suing Mr. White for his charges at the last court, and he was glad to have had the subject fully discussed. The business had given him great pain, but he believed the jury would agree that he had done all that he could have been expected to do, although, in consequence of this case, it might be thought desirable hereafter to ask, "Is the paving paid?"

Feeling that his reputation was involved, and that he was free from blame, he asked the jury, should they be of the same opinion, to say so in no equivocal terms.

Mr. Furlong was then called, and said that he

sold the property by auction without being aware of any incumbrance upon it.

His HONOUR, in summing up, quoted observations as to the duties of attorneys from Lord Campbell, Lord Lyndhurst, Lord Bringham, and others. Lord Campbell said, "Against barristers in England and advocates in Scotland, luckily no action can lie; against attorneys they may, but only if they are guilty of gross negligence. It would be monstrous to say that an attorney shall be responsible for falling into what must be considered only a mistake. All that we can expect is that he shall be honest and diligent." His Honour then proceeded to say that there was no proof of gross negligence in this case, and that, even supposing Mr. Hughes had committed the errors of omission attributed to him, the plaintiff had not lost his £22 in consequence thereof; for if he had made requisitions to the attorney of the vendor they would have been fruitless, and if he had inquired at the Board of Works he would probably have failed to recognise the property in the name of a fictitious person.

The jury immediately found a verdict for defendant.

Costs of defendant were allowed.

Hughes informed His Honour that the Board of Works had now had an index made to facilitate search in similar cases.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

COMPOSITION—REGISTRATION OF RESOLUTION—DEBTOR'S REFUSAL TO ANSWER CREDITOR'S QUESTION—MATERIALITY OF QUESTION—BANKRUPTCY ACT 1869, s. 126.—The 126th section of the Bankruptcy Act 1869 provides that, when a debtor wishes to compound with his creditors under that section, he shall, unless prevented by sickness or other cause satisfactory to such meetings, be present at both the meetings at which the extraordinary resolution to accept the composition is passed, and "shall answer any inquiries made of him." A refusal by the debtor to answer a material question put to him at the meeting by one of his creditors is sufficient to invalidate a resolution passed by the requisite statutory majority of the creditors in favour of a composition, and to induce the court to refuse to register the resolution. But to render such a resolution invalid on this ground, the creditor must put his question plainly and distinctly, and in such a way as to make its materiality apparent to the meeting. One of the creditors of a compounding debtor, who professed to carry on business as a sole trader, saw a letter which purported to have been written by the debtor to another creditor and which led him to suspect that the debtor had a partner in his business. He accordingly instructed his solicitor to attend the first meeting of the creditors on his behalf, and to question the debtor as to this supposed partnership. The solicitor, instead of asking the debtor plainly whether he had a partner, asked him whether the letter in question was in his handwriting, and, the debtor having answered in the negative, he asked him whether it was written by his authority. The debtor's solicitor requested to see the letter before this question was answered. This request was refused, and thereupon the debtor, by his solicitor's advice, refused to answer the question. The creditor's solicitor asked no further question, nor did he even explain to the meeting the object of his questions about the letter. The resolution having been passed by the requisite majority, the creditor opposed its registration on the ground of the debtor's refusal to answer the question. Held (affirming the decision of the Chief Judge in Bankruptcy), that the debtor was entitled, before answering the question, to have the advice of his solicitor as to its materiality, and that as the creditor's solicitor had not put his question in such a way as to enable the debtor's solicitor or the meeting to judge of its materiality, the debtor's refusal to answer the question was no ground for annulling the registration: (*Ex parte Mackenzie; Re Hellwell*, 31 L. T. Rep. N. S. 421. Ch.)

BILL OF EXCHANGE—ACCOMMODATION ACCEPTANCES—REMITTANCE TO MEET ACCEPTANCES—SPECIFIC APPROPRIATION—LIEN.—It was agreed between T., a London merchant, and Messrs. S., a firm carrying on business at London and Shanghai, that T. should from time to time accept bills to be drawn upon him by Messrs. S. on the security of the bills of lading of goods to be consigned by them to their house at Shanghai for sale, and the net proceeds of the sale were to be remitted to the London house, which was to pay them over to T. Amongst other transactions carried out in pursuance of this agreement, T., in March 1873, accepted two bills at six months' sight for £825 and £750 respectively against goods, and sent the bills of lading of the goods to Messrs. S.'s house at Shanghai. They sold part

of these goods in two lots for £247 and £757, and paid the proceeds of the sales, together with those of other sales, into a bank at Shanghai to their own credit, and on the 26th July with those two sums, and with other moneys, they purchased drafts on London for £1198 and £1000, which they remitted to their London house "to our credit," and in their letter of that date inclosing the drafts they sent lists of sales with which they credited their London house, and which comprised the two sales for £247 and £757. The drafts, on reaching London, came into the hands of the trustee in the liquidation of Messrs. S., who had filed a liquidation petition in Aug. 1873. Held (reversing the decision of one of the registrars) that there was no specific appropriation, so as to entitle T. to receive the £247 and £757 out of the remittances of £1198 and £1000 in payment *pro tanto* of his acceptances for £825 and £750: (*Ex parte Cooper; re Scheibler*, 31 L. T. Rep. N.S. 417. Ch.)

COURT OF BANKRUPTCY.

Tuesday, Dec. 8.

(Before Mr. Registrar KEENE.)

Re ELLIOTT.

Bankruptcy Act 1869—Registration of resolutions—Duties of a registrar.

Chidley applied to register.

F. H. Rooke (Nisbet, Rooke, and Daw) opposed on behalf of Mr. J. H. Warner.

Rooke.—I appear here, sir, on behalf of Mr. J. H. Warner, who is a member of the Bar, and a creditor under the former liquidation. He proved his claim under the former liquidation.

The REGISTRAR.—What has been done under this liquidation?

Rooke.—That was a petition which was filed by the debtor in the County Court of Lewes, in Sussex. He then described himself as living at Eastbourne, in the county of Sussex, and as being within the jurisdiction of the Lewes Court. The first meeting was held at Lewes, when a similar proposal to that which has now been made was put before the court, viz., that he should have his immediate discharge on payment of virtually nothing to the creditors.

The REGISTRAR.—What were his liabilities?

Rooke.—The liabilities were £7000, the assets under £100. The creditors at the meeting refused to accept this proposition.

Chidley.—I certainly must protest against this, as it is a most irregular proceeding. There is no sort of evidence upon which you could act, and for all I know this statement may be a mere fiction.

Rooke.—The registrar has already given me permission to make a statement, and in continuation I may say that under the circumstances already mentioned one of the creditors moved a resolution to the effect that upon the payment of 1s. in the pound, which would only have required about £150, that the debtor should then be discharged. We have not had any notice of the second meeting to confirm this resolution. Rule 284 states that the resolution should be filed in the court, and upon default proceedings could have been taken to compel registration; but we have been prevented from doing this by reason of the second petition and the fact that the resolution was not registered; but it is open to the court, although the resolution may not have been registered, to register it; and, this being so, the right of registration still being with us, I contend that the debtor cannot come here.

The REGISTRAR.—How comes it that in the month of October Mr. Elliott could go to Lewes and present a petition, and having done this, two months afterwards should come here in December and present a similar petition to this court? Because if in the first instance he had to go to the court at Lewes his creditors must have resided in that neighbourhood; but then he changed his residence, and we find him here.

Chidley.—The fact is, that the debtor having been resident at Eastbourne, gave up his residence there and came to London. If this case should go anywhere else the first thing that we should ask would be something in support of these statements, which are now being made, as I contend, irregularly; but we have no evidence whatever up to the present moment, and I protest most strongly against this procedure. Furthermore, I tell you, sir, that as a matter of fact, there was no resolution carried at the Lewes meeting at all, and the petition therefore fell to the ground. No resolution such as has been mentioned appears upon the proceedings.

The REGISTRAR.—What I want to know is, why did Elliott go to Lewes and present a petition there, and state that he was within the jurisdiction of that court, where the debts arose, to be liquidated by the officer of the Lewes Court? and having done this in the month of October, why should he have come here and sworn a precisely similar state of things, asking me to administer in the month of December? It seems to me that there must be something wrong about this.

Chidley.—I don't know why you should assume this, sir. Mr. Elliott, you will remember, was residing at Eastbourne at the time, and Lewes was the only place at which he could then present his petition. He then had no residence in London, although he had formerly resided and had a place of business here; but both had been given up. As a matter of fact, the resolution fell to the ground in the way I have already stated, and I say further that you have not before you at the present moment one scrap of evidence that there ever was a petition at all; and, therefore, I ask you to deal with this matter in the ministerial capacity in which you are at present acting.

The REGISTRAR.—I think that the right and proper thing would be for Mr. Rooke to go to the court.

Rooke.—I hope, sir, that you will not put upon me the obligation of doing this. What I desire to do on the present occasion is to take my rights under the former liquidation, and I say that I ought not to have thrown upon me the responsibility of going from you to the court.

The REGISTRAR.—I think that it is certainly quite right and proper that you should have come here, and the court is very grateful to you for having done so. Is it not competent for the court in a case like this to examine the debtor himself upon oath?

Chidley.—I wish to point out that Mr. Daw, the chairman of the meeting, about whom so much has already been said, and Mr. Rooke, the gentleman who has just addressed you, are partners. Mr. Daw was the gentleman who proposed so irregular a course of proceeding as chairman of the committee.

Rooke.—I admit that Mr. Daw is my partner, but I have nothing whatever to do with him in the capacity referred to.

Chidley.—Are you his partner?

Rooke.—I have already said so. There is a great deal more behind this case than would appear upon the face of it.

Chidley.—I wish to ask you, sir, whether you consider yourself as being anything more than a ministerial officer in this matter?

The REGISTRAR.—I don't think that I am.

Chidley.—Then I ask you, sir, to register these proceedings; and if, having done this, anyone interested in the case thinks that you have done so irregularly, let him go to the court; but I cannot say that this is a proper course to be taken upon this occasion.

Rooke.—If it were not for the fact that it is one of your own decisions, I should like to call your Honour's attention to the case of *Sidney v. Wiggins*.

The REGISTRAR.—But you have not registered, and you have nothing at all to go upon but the petition. If, however, you tell me that you intend, as a creditor, to go and have the resolution registered in the Lewes Court, I shall certainly allow the present proceedings to stand over.

Chidley.—I object, sir, most strongly, to anything of the sort. I say that you are simply acting in a ministerial capacity, and I ask you to register these proceedings.

Rooke.—I propose, sir, that we should have the debtor sworn, in order that we may ascertain the facts.

The REGISTRAR.—Very well; let the debtor be sworn, and if the evidence is sufficient I will delay registration.

Chidley.—I protest against this proceeding.

The REGISTRAR.—You must not put objections in the way.

Henry Charles Elliott sworn (the Registrar here directed that a shorthand note should be taken).

Chidley.—I must protest against this proceeding.

The REGISTRAR.—Let the debtor be examined if Mr. Rooke chooses to examine him.

Examined by Rooke:—Q. You were in business formerly as a solicitor, in Waterloo-place, Pall Mall?—A. In Regent-street.

Q. You have also resided at Eastbourne.—A. Yes.

Q. Did you, sometime in October, while residing at Eastbourne, file a petition for liquidation in the County Court of Lewes?—A. I did.

Q. Can you give us the exact date of that petition?—A. I cannot.

Q. Where are those proceedings? Who has them?—A. I have not them. I believe that they are at Mr. Barrow's.

Q. What is his address?—A. 30, Ludgate-hill.

Q. Is he a solicitor?—A. I believe he is.

Q. Did you not give papers to him for the first meeting?—A. I never had them in my hands.

Q. What do you mean when you talk about the papers?—A. I should say the proceedings. I refer to the papers connected with the proceedings.

Q. Did you hand them to Barrow?—A. He took them from off the table himself.

Q. From what table?—A. The table around which the meeting was assembled.

Q. You mean at the meeting at which you made a statement of your affairs.—A. Yes.

Q. And these were the papers which Barrow has?—A. Yes.

Q. At that meeting several of your creditors proved their debts?—A. Yes.

Q. Were those proofs handed to Barrow?—A. Yes; some of those proofs I have myself, I think.

Q. Which of them have you yourself?—A. I cannot tell from memory.

Q. Amongst them was there that of Joseph Henry Warner?—A. Yes.

Q. Formerly a member of the Chancery Bar?—A. Yes.

Q. He proved his debt, and the proof was produced at this meeting?—A. Yes.

Q. Who was the chairman at this meeting?—A. Captain Mackenzie.

Q. And the proof was marked by the chairman?—A. Yes.

Q. At this meeting did you make a proposal for liquidation, coupled with a proposal for immediate discharge?—A. Yes.

Q. Was it carried?—A. It was not carried.

Q. Did the creditors who opposed the resolution make a counter proposal that you should pay 1s. in the pound composition?—A. They did.

Q. Within what period was this to take effect?—A. Within three months.

Q. And this was put to the meeting by the chairman?—A. Yes.

Q. Was it declared to be carried?—A. Yes.

Q. And a resolution to that effect was drawn up in the meeting upon paper?—A. I think so.

Q. And the creditors present signed it?—A. I don't remember that.

Q. Mr. Barrow was the gentleman who prepared whatever papers were prepared?—A. Yes.

Q. You did not see them presented yourself?—A. I did not.

Q. You did not sign them?—A. No; I did not sign anything.

Q. Was the resolution carried at that meeting registered at Lewes within three days?—A. I cannot say. I should say not.

Q. After that Mr. Barrow took the papers with him back to London?—A. Yes.

Rooke (to the registrar).—There is another gentleman here who was present at the meeting if you want any confirmatory evidence.

Chidley.—Really, sir, you do not mean to assume a document which is not produced?

Rooke.—That is a matter for the registrar.

Chidley.—And I ask the registrar to perform what is his simple ministerial duty, which is to register these proceedings, and to have you, if you choose, to go to the court and test what he has done. This I contend is the only proper course to be taken.

The REGISTRAR.—But what do you say to the evidence?

Chidley.—I say that it is altogether irregular, and that you have no evidence before you upon which you could act. I say, moreover, that there is not the least evidence in the world that any resolution was carried.

The REGISTRAR.—How could we have anything better? We have had the evidence of the debtor himself.

Chidley.—You have not had his evidence to the fact that the resolution was carried.

Rooke.—He says that the resolution was carried, but he is not sure that it was signed.

Chidley.—But unless it was signed it could not be registered, and therefore it was no resolution at all. This was decided years ago in *Sir William Russell's* case, and I say as a matter of fact that there was no resolution at all. (*To the witness.*)

Q. By how many persons was this resolution of 1s. in the pound signed?—A. I do not think that it was signed at all. I have no recollection of its being signed at all. [*Daw here made an observation to the witness.*] I am quite prepared to be corrected by Mr. Daw, who says that it was signed.

Daw.—It was signed by all the creditors present.

Chidley.—But was it signed by those who were proxies? Were there any gentlemen holding proxies in the room?

Witness.—Yes, several.

Q. Do you know whether they signed?—A. I do not.

The REGISTRAR.—Where they friendly to you?—A. Some were friendly.

Rooke.—We have the fact that they rejected the proposal.

Chidley.—And we have the fact that the resolution was not signed. I ask that these proceedings may be registered.

The REGISTRAR.—I am sorry to say that I must refuse to register, and I do so upon this ground: the petition comes before me *prima facie*, with a representation of three-fourths in number and value of the creditors. It is now represented to me by Mr. Rooke, who appears on behalf of Mr. Warner, a creditor who has proved his debt under another pending petition.

Chidley.—That, sir, is what I object to. I say

that you have no evidence of any pending petition.

THE REGISTRAR.—We have had it from the debtor that a petition is still pending in the Court of Lewes, and under this petition before the Court of Lewes we have the same creditors, the same assets, the same debts dated October 1874, as we have before the court at the present moment. The debtor was then desirous of doing what he is now doing, namely, to have a resolution passed for liquidation by arrangement. The creditors objected, saying "No, pay us a shilling in the pound, and we will let you free;" but even to this small arrangement the debtor did not agree, and now he comes here in the month of December, only two months subsequently, and endeavours to pass through a liquidation by arrangement. This court has a concurrent jurisdiction with the court at Lewes. We are a part and parcel of the same court. The proceedings of the one court could be used as proceedings in the other, and I am not satisfied that the debtor in this case has acted as he ought to have done, and therefore I refuse registration.

Chidley.—I fancy, sir, that if there had been any resolution passed under the first petition, you would have a copy of it sent up from the court at Lewes; but there is certainly no such thing here.

Registration refused.

(Before the CHIEF JUDGE.)

Monday, Dec. 14.

Ex parte BOTTING; Re BOSTEL.

Composition—Trustee under—Proof of creditor—Rejection by trustee.

THIS was an appeal from an order of the County Court of Brighton, upholding the rejection of a creditor's proof of debt by a trustee appointed by creditors under composition. The creditor was inserted in the debtor's statement, but against his claim was a statement that he held security, and that he was indebted to the debtor. The chairman of the meeting marked the proof as objected to. The creditors in their resolution appointed a trustee under Rule 279, and some three weeks after the resolutions were registered he rejected the creditor's proof. Appeal was made to the County Court, and the judge decided that a trustee under a composition had the same powers as a trustee under a liquidation. From this decision the creditor appealed.

Rosburgh, Q.C. and F. Octavius Crump were for the appellant.

De Gea, Q.C. and Horton Smith supported the order of the County Court.

For the appellant it was argued that the functions of a trustee appointed under Rule 279 were totally different from those of a trustee under liquidation. The former was merely a conduit pipe to convey the composition to the creditors, and could not reject a proof. Reference was made to the terms of sect. 126 and to Rules 282, 311, and 313. Counsel also cited the *Birmingham Gas Light Company, re Adams* (24 L. T. Rep. N. S. 639); *Ex parte Peacock, re Duffield* (28 L. T. Rep. N. S. 830); and *Ex parte Watterers* (29 L. T. Rep. N. S. 907).

BACON, C.J., adopting a suggestion made by counsel for the appellant, said he thought the proper course was to have the amount of the creditor's debt ascertained in the County Court, he would then be entitled to his composition. The order would be that the order below should be discharged, that it be inquired what is due to the appellant, and if the composition was not paid on that amount the court had power to enforce it. The trustee under a composition had no power to reject a proof. There would be liberty to apply, and the costs would be reserved.

Order of the County Court discharged accordingly.

LEGAL NEWS.

PARLIAMENT has been prorogued from Wednesday, the 16th instant, to Friday, the 5th Feb.

THE RIGHT HON. J. T. BALL, Attorney-General for Ireland, is about to be sworn in as Lord Chancellor of Ireland. He will take the title of Lord Merton.

THE SOLICITOR-GENERAL (MR. J. HOLKER) and **MR. LINDLOW COTTER** received the honour of knighthood on Saturday.

THE OBSERVER states that Sir John Karslake, whose eyesight has long been failing, underwent an operation on Thursday week. The result has been temporary blindness, but there is still every reason to hope that the operation may lead to his ultimate recovery of sight.

THE TICHBORNE CLAIMANT'S wife, on being summoned before the Lymington magistrates for poor rates on Saturday, refused to pay any claims as Orton's wife, but stated that she would meet all legal claims on her as Lady Tichborne. A distress was granted, but it is to be held over for a few days.

THE next preliminary examination will take place on Wednesday, the 10th, and Thursday, the 11th Feb. 1875. One calendar month's notice is requisite.

CHANCERY VACATION.—The Christmas recess is appointed to commence on the 24th inst., and end on the 6th proximo, both days inclusive.

JUDICIAL SERVICES.—In the last financial year the pensions for judicial services in Great Britain amounted to £58,681 3s. 3d., and in Ireland to £17,258 18s. 8d.

THE German Government has entered an action in the ecclesiastical court against the Bishop of Paderborn and lodged an application for his deposit. The bishop has refused to make a defence or take any notice of the proceedings.

SOLICITORS' BENEVOLENT ASSOCIATION.—The Lord Mayor, who has been a member of this association from its commencement, has promised to preside at its next anniversary festival, which is appointed to take place on the 25th May next.

THE Northampton Chamber of Commerce has issued a circular suggesting an amendment of the bankruptcy law by which it should be requisite to secure the consent of not less than half the number of his creditors, and three-fourths of the value of their claims, before an insolvent is allowed to have his discharge.

A CONTEMPORARY gives the following definition of the term "Accountant": At present the term "accountant" is used as vaguely as "agent"; and we may meet at every street corner men who describe themselves as accountants, for the negative reason that they are nothing else. The gulf is wide indeed between these nondescripts who haunt the precincts of county courts, and turn up at small debt-collecting offices, and the educated, carefully trained gentlemen who are really professional accountants, to whose ability and honour confidential transactions are confided.

THE IRISH SOLICITOR-GENERAL.—It has been finally arranged that Mr. Plunket, Q.C., is to be the Solicitor-General, with the understanding that he is not to seek a judicial office, but to continue the pursuit he has selected of a political career. The legal business will be done in Dublin by others, and his time, according to the plan now adopted, will be chiefly given to the legislation of the Irish department in London. The *Morning Mail* states that this arrangement will enable the Government to choose the fittest man for judicial office, instead of the politician next in the running, and will so far be an advantage.

AN important accession to legal journalism, and especially to the current literature of modern international law, is the *Journal de Droit International Privé*. This journal is published in Paris, and edited by Mancini, De Mangiat and Clunet, and contains contributions from the leading publicists of Europe and America. It is devoted to international jurisprudence, and contains selections of cases on important international subjects adjudicated in France, Russia, Spain, Switzerland, the United States, Germany, and other countries. The journal will therefore be found of the utmost value to any one desirous of keeping up with the current decisions on international subjects. The articles which it contains are able and satisfactory. We regard it as one of the ablest and most useful of our foreign contemporaries. — *Albany Law Journal*.

TAKING OUT AND RENEWAL OF CERTIFICATES TO PRACTISE AFTER A TWELVEMONTHS' LAPSE.—Gentlemen desirous of taking out or renewing their certificates after a lapse of twelve months from admission or expiration of last certificate, as the case may be, by application to the court in Hilary Term, 1875, must file their affidavits of facts, and give and enter the usual notices on or before Thursday, the 7th Jan. 1875. If application be made to a judge at chambers on the day after the last day of Hilary Term, 1875, the affidavits of facts must be filed and notices given and entered on or before Saturday, the 9th Jan. 1875, or if a certificate be required forthwith, a judge's order must be obtained (on a special application), substituting a ten days' notice for the usual full term's notice. — *Cox's Circular*.

THE recent meetings of the British law associations have developed an unusual amount of interest in the subject of law reform. A large number of papers on a large number of topics have been prepared and read by members of the legal profession. [Reference is here, no doubt, made to the meeting of the Incorporated Law Society at Leeds.] These papers, several of which we have previously laid before our readers, evince rare powers of testing the social and legal wants of Great Britain. The lawyers of that country do not consider statesmanship and political economy to be beyond their sphere of discussion. And in so far as the meetings of the law amendment societies of Great Britain have any influence, it is on the side of legal reform and progress. They not only do not shirk the important duty of assisting reforms already initiated, but they suggest and originate new schemes of reform. In this regard the legal profession in England stand

far ahead of their brethren on this side of the Atlantic. Contrast the action of the British law amendment societies with the action of the New York Bar Association in reference to the Constitutional Amendments. The attitude of the American Profession as represented by the New York association is that of mere plodders in paths already beaten, without interest or influence in producing needed reforms. We protest against this indifference of the Profession in this country in respect to vital questions intimately connected with jurisprudence. — *Albany Law Journal*.

PROFESSIONAL RECEIVERS AND TRUSTEES IN BANKRUPTCY, &c.—The following letter by a Sheffield solicitor is referred to by us in another column: "I am glad to observe that a Sheffield solicitor has called public attention, through your columns, to a great evil which has become engrafted upon the last Bankruptcy Act, and the practice thereunder. It was intended by the framers and promoters of that Act that creditors should take into their own hands, as much as possible, the winding-up of their debtor's estates; but, unfortunately, they have allowed this good intention to be in a great degree frustrated by leaving themselves and their interests in the hands of accountants. It is painful to see the eagerness with which a cloud of accountants attend first meetings of creditors, armed with proofs and proxies, and contend with one another for the office of trustee. I maintain that in most cases, both of bankruptcy and liquidation, their aid is quite unnecessary. In at least seven cases out of ten the work of winding-up the estate of a debtor is a simple matter, requiring the aid neither of solicitor or accountant; but any creditor of ordinary business capacity can do all that is needful. His remuneration, it is almost needless to say, would be much less than that of an accountant, who charges by the time occupied, including therein every small matter of detail and routine, and the harvest which now finds its way into the pockets of the accountants (the richness of which is manifested by their eagerness after it) would be reaped by the creditors in the shape of larger dividends. There are cases in which both a solicitor and an accountant may be frequently required, but they are the exceptional ones, and I am sorry that creditors have not found out that after the first meeting and (in liquidation cases) registration of the proceedings thereof, the services of both may generally be dispensed with, and thereby a great saving of cost be secured. I think the office of Receiver and Manager before the first meeting might well be abolished, and the official assignee be revived with great advantage to the creditors, especially in the saving of expense to the estate. I have had a good deal of experience of the working of the Bankruptcy Act, and fully agree with your correspondent and the letter he quotes from the *Times*."

THE NEW IRISH LAW OFFICERS.—The Right Hon. John Thomas Ball, LL.D., of Merton, in the county of Dublin, Queen's Advocate in Ireland, and Attorney-General, who has just been nominated Lord Chancellor of Ireland, is the son of the late Major Benjamin Marcus Ball, of the 40th Foot. He was born in the year 1815, and was educated at Trinity College, Dublin, where he took his Bachelor's degree with high honours in 1836. He was called to the Irish Bar in Michaelmas Term, 1840, and has been a bencher of the King's Inns, Dublin, since 1863. In 1850 he obtained the honour of silk, was successively Solicitor-General and Attorney-General for Ireland during Mr. Disraeli's administration in 1866. He has been one of the Parliamentary representatives of the University of Dublin since the year 1868. He was created an Honorary Doctor of Laws at Oxford in 1870, and was sworn a Privy Councillor in 1868. Dr. Ball married, in 1852, Catherine, daughter of the Rev. Charles E. Elrington, Regius Professor of Divinity in the University of Dublin. Mr. Henry Ormsby, Q.C., the present Solicitor-General, who now succeeds Dr. Ball in the Attorney-Generalship, is a member of a good Irish family, very many of whose members have been graduated at Trinity College, and is a year or two older than the new Lord Chancellor. He was educated at Trinity College, Dublin, where he took his Bachelor's degree in 1834—two years previous to his lordship—and was called to the Irish Bar in Michaelmas Term 1835. He was nominated a Queen's Counsel in 1858, and was appointed Solicitor-General in 1868 under Mr. Disraeli, and resumed his post on the return of his party to place and power last spring. Mr. Ormsby has never held a seat in the House of Commons. The Hon. David Robert Plunket, Q.C., who succeeds Mr. H. Ormsby as Solicitor-General, is the fourth, but third surviving, son of John Span, third Lord Plunket, by Charlotte, third daughter of the late Right Hon. Charles Kendal Bushe, and consequently a grandson of the first Lord Plunket, the great orator and lawyer, who held the Great Seal in Ireland from 1830 to 1834, and again from 1835 to 1841. He was born on the 3rd Dec. 1838, and was educated at Trinity College, Dublin, where he took his Bachelor's degree in 1859. He

was called to the Irish Bar in 1862, and in 1868 was appointed "Law Adviser to the Castle at Dublin," a post which is often a stepping-stone to more important legal promotion. He was nominated "one of Her Majesty's Counsel in Ireland and learned in the Law" in 1868. He has represented the University of Dublin in the Conservative interest since 1870, when he succeeded to the vacancy caused by the retirement of Mr. Anthony Afrey.

CORRESPONDENCE OF THE PROFESSION.

FORM.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

THE VENDOR AND PURCHASER ACT 1874.—I cannot concur in your remarks relating to tacking, and agree with your previous correspondents that the Act in that respect will work a great practical inconvenience. I admit that it should not be in the power of a third mortgagee to be able to cut out the second, and so far I agree with the provisions of the Act, but to take away from the first mortgagee his right to tuck further advances must prove very injurious. Mortgagees are very often trustees, and, having what they consider a good security, they are often glad to advance further sums to keep all their eggs in the same basket. No trustee mortgagee can now be advised to advance such further sums, because his position has been legally altered. What will be the effect of the Act? Great annoyance and expense to mortgagors, without any corresponding advantages to lenders. It must be borne in mind that a mortgagee can in most cases borrow upon a further charge at the rate of interest which he pays upon his mortgage, but to a second mortgagee he has as a rule to pay a higher rate, in addition to which the expenses of a second mortgage are far heavier than those of a further charge, which is generally done by indorsement upon the mortgage. Lenders will also be inconvenienced, as the number of their borrowers must be increased, and less trustees' securities will be available—and they are none too plentiful at the present time. No person can now safely pay off a mortgage, and at the same time take a further charge, without running the risk of having the payment of the amount advanced in excess of the mortgage postponed and perhaps of losing the money altogether. Sometimes when a new mortgage is being arranged, the old mortgage is put an end to and the property is reconveyed to the mortgagor. If in a case of that sort a second charge is in existence, would not such charge override the new mortgage? Registration is only another name for taxation, so that I cannot for a moment advocate it. What I would suggest as a practical way out of the difficulty is to allow the first mortgagee to tuck further advances to the prejudice of intervening encumbrances unless the persons in whose favour those incumbrances had been made should previously have given notice in writing to the first mortgagee. I would make it obligatory on the part of the first mortgagee to allow a short note of every notice given to him to be indorsed upon his mortgage. A transferee without notice of a second charge from a first mortgagee, with notice of such charge, should be allowed to tuck as against the holder of such second charge, who would have no ground for complaint, as he must have neglected to indorse a note of his security upon the first mortgage. As County Court judges sit at such lengthy intervals, I would empower my magistrate to order the production of a first mortgage for indorsement, in case the first mortgagee declined to produce it for the purpose, and to charge him with all expenses. When solicitors have had time to find out the practical difficulties of the Act, I am sure some such scheme as the one I have above shadowed forth must be adopted. In the present state of matters I shall most certainly never advise a client to make further advances, and I can see in the distance great inconveniences and annoyances to many of my clients, both lenders and borrowers. Perhaps the Act was intended to enforce the precept "neither borrower nor a lender be." If so, I think it will have due effect. — ROBERT LUNN.

WILLS AND BEQUESTS.—It is often difficult to decide, legally, whether a certain testamentary document has been obtained through undue influence, and this difficulty is apparent especially in religious bequests, which, generally, a judge views with suspicion. Since *Dalton v. Warner* see LAW TIMES, No. 1639, pp. 325-6 and the recent cases in the Probate Court, *Re Davidson* and *Re Herbert*, I have looked into the state of the law as to undue influence and incapacity of testators. In *Dalton v. Warner* the evidence was conflicting, but it was decided to be unreasonable to deny testamentary capacity on the speculative possibility of latent unsoundness, which, if dis-

played, would be unlikely to influence the dispositions of the will. In the judgment *Smith v. Tebbitt* (L. Rep. 1 P. & D. 398) was mentioned, where similar issues were raised as to testator's capacity. Lord Penzance decided against the will, alleging the testatrix to have been unsound in her mind, as she had various delusions. *Warner v. Waring* was decided upon a similar principle (6 Moo. Priv. Co. Cas. 341). But in *Banks v. Good-fellow* (L. Rep. 5 Q. B. 549) it was stated to be essential that a testator should understand the nature of the Act, and its effects, and of the extent of property disposed of, and that he should also comprehend and appreciate the claims to which he ought to give effect; that no mental delusions shall poison his affections, pervert his sense of right, or prevent the exercise of his natural faculties; that no insane delusion shall influence his will in disposing of his property, and bring about any disposal of it which would not have been made if the mind had been sound. In *Dalton v. Warner* a will was established, when the court admitted the unsoundness of the mind of the testatrix, as proved medically, but she evinced no delusions. It is clear that the execution of a will should not be urged unduly, either by relatives, or professionally, so as to bias a testator. In *Williamson Executors, &c.*, the legal meaning of undue influence is explained. It must be "force and coercion, destroying free agency," *Sefton v. Hopwood* (1 Fost. & F. 578); *Norton v. Kelly* (2 Eden. 286); *Huguenin v. Basely* (14 Ves. 273). Lord Cranworth's judgment in *Boysse v. Rossborough* (6 H. of L. 46) is mentioned; cited also in *Jarman on Wills*, vol. 1.—See also *Nichols v. Binns* (1 Sw. & Tr. 239); *Frere v. Peacocke* (1 Rob. 442; 11 Jur. 247); *Dyce Sombre v. Troup* (1 Deane 22); and *Dew v. Clarke* (3 Add. 79; 5 Russ. 163); also *Fowles v. Davidson* (6 No. Cas. 461), "able and elaborate judgments." In *Allnutt on Wills*, a solicitor is enjoined, if possible, to prevent testamentary injustice. Lord Brougham's remarks in *Warner v. Waring*, the cases of *Lord Donagel* (2 Ves. Sen. 407); *Mountain v. Bennet* (Cox 335); and *Re White* (13 Ves. 89), are cited as showing the nature of undue influence affecting a testator. Mr. Samuel Warren, in his useful published lectures to attorneys and solicitors, relates the case of a solicitor who refused to prepare an unjust will; and he refers to the appendix in *Jarman on Wills*, vol. 2, as affording useful hints to solicitors and testators. Ignorance of business, mistaken notions of property and its value, obstinacy, family jealousies, &c., frequently cause an unequal and unjust distribution, so that it is impossible to surmise the amount of injustice, folly, or inconsistency, which may be contained in a testamentary document. Education must be more practical before testators are likely to improve in this matter, so as to decrease the amount of posthumous injury to survivors. It is obvious that knowledge of a testator's reasons for a bequest, &c., is necessary as a condition precedent in all cases of judging a testamentary document with fairness. — CHB. COOKE.

LAW CLERKS, DISPENSING ORDERS, &c.—Personalities seldom tend to any practical or beneficial results; hence the crimination and recrimination indulged in by some of your correspondents are not likely to do much good. It seems to me, that as the preliminary examination was instituted as an educational test in general knowledge of intending articulated clerks, it is both illogical and unjust that any person, because of any supposed knowledge, should be exempted from passing that examination. I submit that no person who has entered an attorney's office since 1870 should have a dispensing order, and that in no case should such an order be granted until after an investigation of the merits of the particular case by the Incorporated Law Society, or by some other body representing the Profession. But as managing clerks do not, as a rule, require so long a time to prepare for the final examination as ordinary articulated clerks, I consider that this concession might be made to them, viz., that they should be permitted to be examined in general knowledge at the expiration of their articles instead of before, and that either the intermediate or the final examinations should be substituted for the preliminary, and passed before articles. I also consider that all articulated clerks should serve five years under articles, and that no solicitor should have more than one articulated clerk at the same time. This would prevent that influx into and crowding of the Profession of which so many practitioners complain. Perhaps a society of solicitors might be formed making the observance of some of the above points a *sine qua non* to membership.

— DEFENDO.

MANAGING CLERKS.—Several letters respecting the status and remuneration of these persons, and the relations existing between them and their principals, having been recently published in your journal, and the writer of some of those letters having unwisely drawn a distinction

between the qualifications of admitted and unadmitted managing clerks, as such, in favour of the former, I feel constrained to make a few observations on the topics referred to. It is an undeniable fact that a great majority of young solicitors at intervals, during their articles, prepared themselves for their examinations by the process of "cramming" instead of by that of continuous, gradual, and methodical study, and the result is that though they had but a very imperfect and limited knowledge of the theory of jurisprudence when they passed their final examinations, yet shortly afterwards they forgot the little knowledge they had so imperfectly acquired. They know comparatively little of the practice of jurisprudence, or of accounts, book-keeping, and other matters of general routine; while their handwritings are usually very bad and, in many cases, almost unintelligible. I think, therefore, their qualifications are not nearly so good and numerous as those of unadmitted managing clerks who, as is oftener the rule than the exception, have gained their positions by continuous, persistent, and methodical study of the theory of jurisprudence, and by having taken an active part during a course of years in the practice thereof. The fact that most of the most experienced solicitors engage unadmitted managing clerks in preference to admitted ones greatly testifies to the truth of what I now state. The country is at present overriden with solicitors, very many of whom, either from necessity or consciousness of their imperfections, take clerkships at very small salaries in the offices of solicitors, some of whom very erroneously consider that such clerks are not only the cheapest but also the most efficient, and so long as this continues unadmitted managing clerks will suffer pecuniarily. In most cases, I believe, the best relations exist between managing clerks and their principals, but there are exceptional cases in which they do not. It is very desirable, and to the best interests of principals in particular, that they should cultivate friendly relations with the managing clerks, many of whom, being educated gentlemen, meriting their principals' respect, are by virtue of their intelligence and position placed almost on an equality with their principals, not, perhaps, as regards wealth (though many clerks are as rich or richer than their principals), but as regards their connection with the outside world. I am acquainted with one solicitor (the only one I am happy to say), who treats his clerks as so many serfs, who do not deserve to be recognised by him only when he commands! That managing clerks have grievances there can be no doubt, and I, for one, will heartily support any institution that may be established for their aid and protection.

AN UNADMITTED MANAGING CLERK.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

51. CORONER'S LAW.—Suppose coroner in swearing in his jury takes as many as possible, so that on some occasions fifteen or sixteen are packed, and the decisions of twelve out of the jurymen is considered a verdict; the opinion of the remaining few not being taken into account. Will anyone inform me to what number a coroner's jury is restricted, and whether the verdict of a majority is sufficient. Also whether the Law differs much according to custom in various places.

— ARTICLED CLERK.

52. HUSBAND'S RIGHTS TO CURTESY.—It appears to be established by several decisions that a husband, if he survive his wife, is entitled to curtesy out of real property settled to her separate use. And it is laid down as law in most of the works on conveyancing that a wife may dispose, either by deed or will, of property settled to her separate use in the same manner as if she were a *feme sole*. Would such a disposition by will exclude the husband's right to curtesy or not? I should be obliged by a reference to cases on the point.

— TYRO.

53. JURYMEN.—Is there any and what exemption from serving upon a coroner's jury; is a person aged 65 liable to serve? The statute of 6 Geo. 4 does not appear to apply to coroner's juries (sect. 53).

— E. S.

54. MARRIED WOMAN—ACKNOWLEDGMENT OF DEED.—A married woman is residing at the Cape of Good Hope. Is it necessary that the deed of conveyance should be acknowledged by her (the deed conveying lands in England, and in which her husband joins); if so before whom is such an acknowledgment to be taken? S.

55. MANAGING CLERKS IN COUNTY COURTS.—In a recent suit for specific performance in a county court, the registrar has taxed off the attorney's costs for attending instructing counsel, on objection made by the other side, because as a matter of fact the attorney himself did not attend for the purpose, but his managing clerk. The judge, on reviewing the

taxation, has confirmed the disallowance. Can your readers quote me any precedent for so stringent an interpretation of the scale? W.

56. READING FOR FINAL.—Will you be good enough to inform me what books are usually read for the final examination in common law, conveyancing, equity, bankruptcy, and criminal law? J. W.

57. SUCCESSION DUTY.—A. B., by his will dated in 1846, devised and bequeathed his real and leasehold property unto his wife for her life, and after her death unto his three sons and daughters as tenants in common. A. B. died in 1848. The Succession Duty Act came into operation in 1853. The widow died in 1870. The children are alive. Is succession duty payable by them? Cases will oblige. R.

58. ORDER TO DISPENSE WITH PRELIMINARY EXAMINATION.—Will one of your readers kindly give me some idea of the steps to be taken for obtaining an order to dispense with the preliminary examination in the case of a clerk desirous of being articulated after ten years' service, and also state whether it is necessary that the ten years should have been served as managing clerk? C. K. H.

59. ADMINISTRATION.—A. borrows money on mortgage of certain property from B. Interest being in arrear, B. takes possession. Soon after B. offers them for sale by public auction, when, not realising the amount of principal, interest, and costs, is bought in again by B., who still remains in possession. A. dies insolvent and intestate twelve years ago, leaving a widow and family. The widow wants B. to reconvey to her alone. Is B. compelled to reconvey or transfer to the widow at all when the heir-at-law is still alive; and, if so, can she compel B. to reconvey or transfer to her without first taking out letters of administration, and should not the heir-at-law be made a party? Within what time from the death of A. can the widow or heir-at-law take out letters of administration; and would they not be liable to pay A.'s debts, which are now barred by statute? Please refer me to authorities. A SUBSCRIBER'S CLERK.

60. COMMON RIGHTS.—A village green (or common) has from time immemorial been used by the inhabitants for pasturing cattle and other purposes. A short time since several of the adjoining landowners enclosed portions nearest their lands by fixing posts and rails, and some have built houses thereon. What proceedings should be taken to regain such portions, and who by? Could any inhabitant pull up the posts and rails without being actionable, or should a meeting be held and the surveyor directed to pull them up? and what should be done with the houses erected thereon? A reference to books and cases will oblige. A SUBSCRIBER'S CLERK.

61. LANDLORD AND TENANT.—A. becomes by purchase lord of the manor of B., the greater portion of the lands belonging to which are held under long leases of 3000 years and upwards subject to small rents reserved to the lord of the manor, to attendance at court, &c. Certain of these leaseholders refuse to pay rent or attend the manorial court. What remedy has A. against such defaulters? Has he not a right to proceed by ejectment, notwithstanding the length of the leases and the time that has elapsed since they were granted, inasmuch as the refusal to pay rent constitutes a repudiation of the tenancy, and consequently puts an end thereto. Correspondents are requested to refer to cases bearing on the point. A. C. W.

62. LANDLORD AND TENANT—BILL OF SALE—REMOVAL.—SUBSEQUENT DISTRESS BY LANDLORD.—The goods of A., the tenant, were removed by B. The landlord distrained upon the goods, after their removal, for rent. The holder of a bill of sale of the goods paid the rent under protest, and afterwards realised. B.'s right to remove is not questioned. Had the landlord power to follow the goods and distrain upon them, such goods not having been removed fraudulently and clandestinely? If so, under what authority? Quote cases, if any. A. Z.

Answers.

(Q.) 32. ARTICLED CLERKS.—I do not think the articulated clerk mentioned by "Sigma" can continue to retain the office of vestry clerk, even if his duties in connection therewith are fulfilled by deputy. The case of *Ex parte Grenville*, decided in the Court of Queen's Bench in November 1873, is applicable to the present case, and it does not seem, on referring to other cases in reference to articulated clerkships, that the fact of any emoluments attaching to the converted offices makes the slightest difference. The words of the Act of Parliament (23 & 24 Vict. c. 127, s. 10), are so comprehensive that "the holding of any office, and the engaging in any employment," brings the offending student under the ban of the law's displeasure. A suggestion was made by a correspondent to the effect that the "spirit and not the letter" of this particular section of the Act is to be understood; but can recent decisions be thought to corroborate such an opinion? There is no use in mincing matters. An articulated clerk is so tied and bound by the provisions of an Act, which was meant without doubt by its promoters at the time to prevent embryo solicitors from engaging their time and thoughts in fulfilling the duties connected with other offices, that he is literally unable to be secretary of a book club, treasurer to an archery committee, or officer in a volunteer corps. Such a state of things is not what was intended, and is consequently to be deplored. Perhaps some of your correspondents will state whether, in their opinion, a judge's order must be obtained before an articulated clerk can with safety indulge his tastes for book clubs, archery committees, or volunteering. LEX.

CRYSTAL OIL.—Driver's is the best for the "Silver," "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 1s. per cwt.—[Adv't.]

LAW SOCIETIES.

EXETER AND CREDITON LAW STUDENTS' SOCIETIES.

It having been arranged between the above societies to hold meetings at stated intervals at Exeter and Crediton for the mutual advantage of both societies, the first of such amalgamated meetings took place on Friday evening, the 11th inst., at the Athenæum, Bedford-circus, Exeter, H. W. B. Mackay, Esq., barrister-at-law, in the chair, at which there was a large attendance from both societies. The subject for discussion was, "Is a husband entitled to courtesy out of the lands of his wife settled to her separate use without any ulterior assets?" The speakers for the affirmative were Messrs. Carthew and Pasmore; for the negative Messrs. Dunning and Petherick. After a long and very interesting debate, most ably upheld in the affirmative by Mr. Carthew, of Crediton, the question, on being laid before the meeting by the chairman, was decided in the affirmative by a majority of seven. The chairman, in summing up, also very clearly stated that he considered courtesy to attach to such an estate of the wife, and gave the meeting his reasons for coming to that conclusion. A vote of thanks to the chairman for his efficient conduct as such terminated the proceedings of the evening.

ARTICLED CLERKS' SOCIETY.

A MEETING of this Society was held at Clements Inn Hall, on Wednesday, the 16th Dec., Mr. H. T. Round, LL.B., in the chair. Mr. A. A. Toms opened the subject for the evening's debate, viz., "That there should be free trade in the sale of liquor." The motion was lost by a majority of two. The subject for next week's discussion is, "That foreign powers should intervene, if necessary by force of arms, to support the Spanish Republic." To be supported by Messrs. Girling and Scott; to be opposed by Messrs. O'Neill and Saunders.

LEGAL OBITUARY.

NOTE.—This department of the *LAW TIMES*, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the *LAW TIMES* Office any dates and materials required for a biographical notice.

SIR W. FOSTER, BART.

THE late Sir William Foster, Bart, formerly a solicitor of Norwich, who died on the 2nd inst., at his residence in that city, in the seventy-seventh year of his age, was the second son of the late William Foster, Esq., of Norwich; his mother was Anastasia, daughter of John Beevor, Esq., M.D., of Norwich, and he was born in the year 1798. He was admitted an attorney in 1820, and practised for many years at Norwich, being head of the firm of Fosters, Burroughes, and Robberds. He was created a baronet of the United Kingdom in 1838, by Lord Melbourne, as a mark of recognition of his services on behalf of the Liberal party. He was, in fact, one of the leading men for many long years in the Eastern counties; and took especial interest in all the elections both for Norwich and Norfolk. In 1852 he was appointed a deputy-lieutenant for the county of Norfolk. Sir William Foster married in 1821 Mary Anne, daughter of Starling Day, Esq., banker, of Norwich, by whom he had three sons and two daughters. His eldest son, William, who now succeeds as second baronet, was formerly a captain in the 11th Hussars; the second son, Charles, is Clerk of the Peace for the county of Norfolk; and the youngest son, Francis Gostling, is also in practice as a solicitor, and a member of the above firm.

P. F. O'MALLEY, ESQ., Q.C.

THE late Peter Frederic O'Malley, Esq., Q.C., Recorder of Norwich, who died very suddenly on the 10th inst., at his residence in Lowndes-street, Belgrave-square, in the seventieth year of his age, was the fourth son of the late Charles O'Malley, Esq., J.P., of The Lodge, county Mayo. He was born in the year 1804, and was educated at Trinity College, Dublin, where he graduated M.A. in 1828. He was admitted a student at Lincoln's Inn in 1826, and was called to the Bar in Easter Term 1834. In 1839 he migrated to the Middle Temple, and he was made a Q.C. and a Bencher of the Middle Temple in 1850. For many years Mr. O'Malley was the leader of the Norfolk Circuit, succeeding Mr. Serjeant (afterwards Mr. Justice) Byles, and he continued for some years to enjoy a considerable practice both at the common law and parliamentary bar. In 1859 he was appointed Recorder of Norwich. A few years ago he contested Finsbury in the Conservative interest, but unsuccessfully. Mr. O'Malley was an excellent lawyer and an indefatigable advocate, sparing neither time

nor trouble in the interests of his clients. He had been engaged in two causes at Guildhall during the day of his decease, and performed his duties with remarkable vigour; but shortly after his return he died almost instantaneously in his chair. Mr. O'Malley married Miss Emily Rodwell, second daughter of William Rodwell, Esq., of Woodlands, Suffolk, and sister of the new M.P. for Cambridgeshire.

C. G. BROWN, ESQ.

THE late Charles Gallimore Brown, Esq., solicitor, of Bilston, Staffordshire, who died on the 24th ult., in the sixty-third year of his age, was born in 1811, and articulated to Mr. Gilbert Brown, a well-known solicitor, at Shifnal. He was admitted an attorney in Michaelmas term 1833, and at once commenced practice at Bilston, where he soon obtained a large number of lucrative clients. In 1846 he successfully obtained from Parliament the Bilston Gas Light and Coke Company's Act, and four years later he succeeded, after a sharp struggle, in obtaining the Bilston Improvement Act, under which he was appointed solicitor to the Board of Commissioners. Mr. Brown was elected judge of the old Court of Requests, and at the passing of the County Court Act, in 1847, he was appointed first clerk, and subsequently registrar of the Wolverhampton County Court, which latter appointment, as well as that of solicitor to the Town Commissioners, he held to the time of his death. "Mr. Brown was," says the *Bilston Herald*, "a staunch and active member of the liberal party, having acted as the liberal agent in the township for many years, and his death will be much regretted by a large circle of friends."

S. HOLMAN, ESQ.

THE late Stephen Holman, Esq., solicitor, of Glastonbury, Somersetshire, who died at his residence in that town on the 11th Nov., in the sixty-ninth year of his age, was a son of the late John Holman, Esq., of Glastonbury, and was born in the year 1806. He was educated at Hoxton Grammar School, and was admitted a solicitor in Trinity Term 1830, and had been for some time in partnership with Mr. Edward Bath. In 1839 he succeeded the late Mr. R. P. Pratt, as town clerk, and soon gained, and ever retained the confidence and esteem of the town council of Glastonbury. "In active practice in the town for upwards of forty years, and for thirty-four years filling the responsible and important office of town clerk and clerk to the borough magistrates, Mr. Holman's name," says the *Central Somerset Gazette*, "was almost identified with the town, and had indeed become a household word. Without any pretence to great legal learning or acumen, Mr. Holman was known in his profession as a safe and painstaking lawyer of good judgment and unwavering integrity, who, whilst carefully guarding the interests of his clients, was utterly averse and would never stoop to anything like sharp practice, technical objections, or petty legislation. Anxious alike to remove difficulties and settle differences, he was ever the first to suggest and endeavour to carry out pacific measures, and effect a friendly solution of any dispute. Probably no solicitor in the county of equal standing and practice had voluntarily so small an acquaintance with contentious business. His advice and suggestions were always valuable, received with deference, and seldom disregarded. Habitually punctual and cautious, no duty connected with the appointment was overlooked or left unfilled." In 1871 he was appointed clerk to the Local Board of Health, which with his other appointments he held until his death. He was interred in the Glastonbury Cemetery on the Wednesday succeeding his decease; his funeral was attended by the mayor and corporation, the members of the fire brigade, and the greater part of the gentry and tradesmen in the town. Mr. Holman was never married.

B. B. CABELL, ESQ.

THE late Benjamin Bond Cabell, Esq., F.R.S., F.S.A., barrister-at-law, of Cromer Hall, Norfolk, and of Aldwick, near Bognor, Sussex, who died on the 9th inst., at his residence, in Chapel-street, Marylebone-road, in the ninety-fourth year of his age, was the fourth son of the late George Cabell, Esq.; his mother was a daughter of the late Thomas Bliss, Esq., and niece of Nathaniel Bliss, Esq., who formerly held the distinguished post of Astronomer Royal. He was born in the year 1781, and was educated at Westminster School and at Exeter College, Oxford. He was called to the Bar by the Honourable Society of the Middle Temple in Hilary Term, 1816, and subsequently became a Bencher of his Inn. Mr. Cabell was a magistrate and deputy-lieutenant for Norfolk, and served as high sheriff of that county in 1854; he was also a magistrate for Middlesex and Westminster, and Grand Master of the Freemasons of Norfolk. In 1845 he entered Parliament, in the Conservative interest, as member for St. Albans, on a chance vacancy

sourring, and in the following year he was returned for Boston; he had been an unsuccessful candidate for the former borough in 1837, and in Feb. 1841, and also for Marylebone, in August, 1841. His Parliamentary career terminated in 1857. He was a staunch supporter of Protectionist principles, and was in favour of the repeal, or any great alteration, of the then existing Poor laws; he also opposed the grant to Maynooth, and, according to Dod's "Parliamentary Companion," was "anxious to promote the improvement of the social, moral, and mental condition of the industrious classes." The deceased gentleman was a well-known supporter of many charitable and benevolent institutions in the metropolis. A writer in the *North Devon Herald*, noticing the death of Mr. Cabbell, says, "He must have been the oldest member of the legal profession, unless it be Lord St. Leonards, who was born, as I see by 'Lodge's Peerage,' in Feb. 1781, and who therefore will soon be ninety-four, pretty age for an ex-Lord-Chancellor to attain. He was also older than any of the gentlemen with whom he sat formerly in the House of Commons. Mr. Cabbell was at once a most useful person and a most charitable one. He absorbed largely to almost all the old-established London charities, and yet he would not allow a single penny to be spent on his house in the neighbourhood of the Edgeware-road, because after his death they were entailed on a nephew, with whom he was not on the best of terms. These houses were consequently an eyesore and a disgrace to the neighbourhood, unlike those celebrated buildings which for so many years were allowed to disgrace Snow-hill, because a couple of 'cantankerous' sisters—old maids, I believe—could not agree together. It is to be hoped that something will now be done towards brightening the appearance of Chapel-treet, where Mr. Cabbell died; and it is a reproach to our legal system that such a scandal should be able to be perpetrated in this highly-civilized nineteenth century."

G. MEEK, ESQ.

THE late George Meek, Esq., of Brantridge, Balcombe, Sussex, barrister-at-law, who died on the 3th inst., in the forty-eighth year of his age, was the only son of the late George Meek, Esq., of Brantridge, who died in 1859; his mother was Amelia, daughter of the late Samuel Weston, Esq., of Weymouth, Dorset, and he was born in the year 1827. Mr. Meek was educated at Trinity College, Cambridge, where he graduated B.A. in 1850, and proceeded M.A. in 1854; and he was called to the Bar by the Honourable Society of the Inner Temple in 1853. He was a magistrate and deputy-lieutenant for Sussex, and had served as High Sheriff for that county during the recent year; he formerly held a captaincy in the Royal Sussex Militia. Mr. Meek married in 1858 Fanny Amelia, only daughter of the late Josiah Wilson, Esq., of Stamford-hill, Middlesex, by whom he has left two daughters.

T. MESSITER, ESQ.

THE late Thomas Messiter, Esq., barrister-at-law, of Barwick House, near Yeovil, Somerset, who died on the 4th inst., in the sixty-ninth year of his age, was the third son of the late George Messiter, Esq., and nephew of the late John Newman, Esq., of Barwick House, whose property he inherited. He was born in the year 1806, and was educated at Eton, where he had among his schoolfellows the late Earl of Chesterfield, Lord Stuart de Decies, the Earl of Dunmore, the Duke of St. Albans, and Lord Blayney. He was called to the Bar by the Honourable Society of the Inner Temple in Hilary Term, 1829, and practised as an equity draftsman and conveyancer. Mr. Messiter was a magistrate for Somerset and Dorset, and held the lordship of manor and patronage of the living of Barwick. According to the "County Families," Mr. Messiter has lived and died unmarried.

J. STANSFIELD, ESQ.

THE late James Stansfield, Esq., solicitor, of Todmorden, Lancashire, who died at Ewood House, in that town, on the 21st ult., in the sixty-seventh year of his age, was the youngest son of the late John Stansfield, Esq., of Ewood House, by Esther, daughter of Abraham Barker, Esq. He was born at Ewood House in the year 1807, and was educated at Slack and at The Hollings, both near Heptonstall. He was articled with Mr. Hammerton, solicitor, of Todmorden, and was admitted a solicitor in Easter Term 1830. Mr. Stansfield commenced his profession on his own account in Todmorden in the year 1831, was appointed clerk to the guardians of the Todmorden Union, and superintendent registrar in 1837. He was appointed clerk to the Todmorden Local Board in 1861, was clerk to the assessment committee of the union and to the rural sanitary and

Todmorden urban sanitary authorities. The late Mr. Stansfield was also a commissioner to administer oaths in Chancery, and to take the acknowledgments of married women. He held, and had held, several honorary offices, among which, at the time of his death, was the treasurer-ship of the Todmorden Old Library. "Mr. Stansfield," says the *Todmorden Advertiser*, "had always been looked upon as, in ability, much above the average of his brethren of the legal profession, and had, almost from the commencing his profession, a large practice, both as a legal adviser and as an advocate in the local courts. As an advocate, he retired from the courts about two years since." His remains were interred at Christ Church, Todmorden.

R. SPICER, ESQ.

THE late Mr. Ralph Spicer, solicitor, of Great Marlow, Buckinghamshire, whose death is announced in another column, was one of the oldest solicitors on the rolls, and had practised at Great Marlow for a period of nearly half a century. He served his articles of clerkship to the well-known firm of Messrs. Sweet, Stokes, and Carr, of Basinghall-street, London, and was admitted a solicitor in Easter Term, 1824. Mr. Spicer was a perpetual commissioner, a commissioner to administer oaths, and a commissioner for taking affidavits. He was, with the exception of Mr. Parker, senior, of High Wycombe (who was admitted in Michaelmas Term 1824), the oldest practitioner in the county of Buckingham. The deceased gentleman married a younger sister of the wife of Mr. Stokes, of the above firm, who survives him.

F. F. BRANDT, ESQ.

THE late Francis Frederick Brandt, Esq., barrister-at-law, of the Inner Temple, who died at his chambers, No. 8, Fig Tree-court, Temple, on the 6th inst., in the fifty-sixth year of his age, was the eldest son of the late Rev. Francis Brandt, rector of Aldford, in the county of Cheshire, by Ellinor, second daughter of Nicholas Grimshaw, Esq., of Preston, Lancashire, and was born at Gawsorth Rectory, Cheshire, in the year 1819. He was educated at Macclesfield Grammar School, and entered at the Inner Temple in 1839, and practised for some years as a special pleader. Called to the Bar at the Inner Temple in Easter Term, 1847, he took the North Wales and Chester Circuit. Mr. Brandt was for many years the leader of the Chester and Knutsford sessions, where his thorough knowledge of the peculiarities of the juryman's mind in his native county rendered him marvellously successful in obtaining acquittals, in fact he secured almost a monopoly of that branch of business. Until his health failed he had also a fair business in London, especially as arbitrator or referee. He was one of the revising barristers on his circuit, and he had been employed for many years as reporter for the *Times* in the Common Pleas. His strong sense of humour, his talent for anecdote and repartee, and his readiness to join in anything which might be going on, rendered him an extremely agreeable companion, and caused him to be very generally known at Westminster and in the Inner Temple Hall. Of late years, however, his bad health had prevented him from obtaining much business in London, and had led him to confine himself to the society of a very few friends. About ten years ago he was offered an Indian judgeship, but he then had a fair business with some private property, his habits of life were simple, and he preferred a competence amongst his friends in England, to wealth and banishment in India. In his early days he was fond of writing in magazines, and he went so far as to publish a tale or novelette. He also published a book on the Game Laws called *Fur and Feathers*, and in a book called *Habit* he attempted to show that prize fighting was not of itself illegal. Quite recently he published *Game, Gaming, and Gamester's Law*, a book of considerable legal and antiquarian research, which reached a second edition. At one time he was a frequent contributor to *Bell's Life*, chiefly on law as connected with sport. It ought to be mentioned that he never saw a prize fight, and had no taste whatever for gambling, or indeed for playing any kind of game. He was one of the earliest Volunteers, and until his health entirely failed, was a zealous and efficient member of the Inns of Court Rifle Corps. He had, however, long been troubled with an obscure neuralgic complaint which baffled his medical advisers, and which in its consequences brought on increasing and almost incessant pain and misery. He had been well enough to attend the sessions at the end of November; and he dined at his club on the Wednesday before his death. He seems to have then caught cold which resulted in inflammation of the lungs. His enfeebled frame had no strength to resist such an attack. He sank rapidly, and on the following Sunday morning he died. Mr. Brandt was never

married. His aged mother and three brothers, out of six who attained manhood, survive him. His remains were interred at Highgate Cemetery.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Dec. 1.

STEPHENS and GRACE, attorneys and solicitors, Liverpool, and St. Helen's (Thomas English Stevens and James Grace). Debts by H. W. Banner, accountant, Liverpool. Sept. 22.

Gazette, Dec. 4.

HARRIS, HENRY, and FINCH, GEORGE HENRY, attorneys and solicitors, Bridge-chmbs, Southwark. Nov. 30. SPEECHLY and CHAMBERLAIN, attorneys and solicitors, New-linn, Strand (Thomas Speechly and Vincent Ind Chamberlain). Nov. 30.

Bankrupts.

Gazette, Dec. 11.

To surrender at the Bankrupts' Court, Basinghall-st.

CREVEY, JAMES, late warehouseman, Friday-st, Cheap-side. Pet. Dec. 5. Reg. Murray. Sur. Jan. 12. DE WOOLFF, Commercial Sale Rooms, Mincing-lane. Pet. Dec. 8. Reg. Harillit. Sur. Dec. 23. VIESER, EMILE, merchant, Aldermanbury Postern, and Dav-nant Upper Holloway. Pet. Dec. 9. Reg. Spring-Rice. Sur. Jan. 7.

To surrender in the Country.

HARRISON, THOMAS, grocer, Leeds. Pet. Dec. 5. Reg. Marshall. Sur. Jan. 6. HUTCHINSON, WILLIAM HENRY, grocer, Balvedere. Pet. Dec. 7. Reg. Acworth. Sur. Dec. 23. WOOLSCROFT, EDWARD SMITH, ale and porter dealer, Manchester. Pet. Dec. 8. Reg. Hulton. Sur. Dec. 23.

Gazette, Dec. 15.

To surrender at the Bankrupts' Court, Basinghall-street.

BARNETT, ROLAND GIDEON ISRAEL, commission agent, Buck-ligham-st, Strand. Pet. Nov. 10. Reg. Brougham. Sur. Jan. 7. COOPER, HENRY DUDLEY, clerk, Osnaburgh-st, Regent's-park. Pet. Dec. 10. Reg. Pepps. Sur. Jan. 7.

To surrender in the Country.

BONFELLOW, JAMES ONEYIMUS, auctioneer, Great Yarmouth. Pet. Dec. 11. Reg. Walker. Sur. Jan. 5. HOLTON, JOHN PHILIP, coal merchant, Totten. Pet. Dec. 10. Dep. Reg. Harfield. Sur. Jan. 8. LINDSAY, EDWARD, iron ship builder, Newcastle-upon-Tyne. Pet. Dec. 11. Judge Bradshaw. Sur. Dec. 23. LIVETT, RICHARD, builder, Balham-hill. Pet. Dec. 8. Reg. Willoughby. Sur. Jan. 8. NICHOLS, WILLIAM, plumber, Burton-on-Trent. Pet. Dec. 9. Reg. Hubbard. Sur. Dec. 30. READ, JANE, widow, Southampton. Pet. Nov. 10. Reg. Gale. Sur. Dec. 23. TAYLOR, CLAYTON, woollen merchant, Leeds. Pet. Dec. 9. Reg. Marshall. Sur. Jan. 8. WELCH, ALFRED RAYMOND, financial agent, Bladec-ter, Street-lane-common. Pet. Dec. 8. Reg. Willoughby. Sur. Jan. 1. WILLIAMS, DAVID, grocer, Gellygare. Pet. Dec. 10. Reg. Russell. Sur. Dec. 30. WOLFE, FRANCIS, victualler, Hatfield Ferry, par. Blesaby. Pet. Dec. 12. Reg. Patchitt. Sur. Dec. 26.

BANKRUPTCIES ANNULLED.

Gazette, Dec. 8.

STONE, FRANCIS WILLIAM, India-office superannuated clerk, Claverton-st, Pimlico. Aug. 21, 1868.

Gazette, Dec. 11.

DALLAS, ARISTIDES ANTONIA, merchant. Oct. 23, 1874.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 11.

ALEXANDER, JOSEPH, butcher, Bath. Pet. Dec. 4. Dec. 23, at eleven, at office of Sol. Dyer, Bath. ALLANSON, WILLIAM, bootmaker, Thirak. Pet. Dec. 8. Dec. 23, at eleven, at office of Sol. West, Thirak. ALLFREE, ALFRED, eating house keeper, Birmingham. Pet. Dec. 7. Dec. 23, at eleven, at office of Sol. Davies, Birmingham. ANDREW, THOMAS, and RUFFLES, ALFRED JOHN, engineers, Peabody-bldg, Commercial-st. Pet. Dec. 9. Dec. 24, at one, at the Cannon-st hotel, Cannon-st. Sols. Simpson and Cullingford, Gracechurch-st. ANDREW, THOMAS, fruiterer, Newland, in Lincoln. Pet. Dec. 8. Dec. 31, at eleven, at office of Sol. Williams, Lincoln. BACKHOUSE, JAMES, engineering agent, Arminie, par. Leeds. Pet. Dec. 4. Dec. 23, at three, at the Commercial hotel, Albion-st, Leeds. Sols. Stocks and Nettleton, Leeds. BAKER, ALFRED THOMAS, coal dealer, Derby. Pet. Dec. 9. Jan. 7, at twelve, at office of Sol. Hextall, Derby. BARBER, SAMUEL, innkeeper, Dean. Pet. Dec. 8. Dec. 23, at twelve, at the Lion hotel, Kimbolton. Sol. Mitchell, Bedford. BARTLETT, GEORGE, tailor, Teignmouth. Pet. Dec. 9. Dec. 24, at ten, at the Bute Haven hotel, Exeter. Sol. Adams, Exmouth. BECKINGHAM, JOHN WESLEY, innkeeper, Verwood. Pet. Dec. 1. Dec. 19, at three, at the Bull inn, Fisherton. Sols. Moore and Bowers, Wimborne Minster. BICKERSTAFF, HENRY, innkeeper, Poulton-le-Fylde. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Sykes, Blackpool. BIRCH, WALTER, general warper, Manchester. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Duckworth, Manchester. BOTTING, HENRY, builder, George-st, Portman-sq. Pet. Dec. 8. Jan. 4, at eleven, at office of Sol. Deane, Chubb, and Co, South-sq, Gray's-inn. BOURNE, THOMAS ALFRED, out of business, Blenheim-ter. Pet. Dec. 7. Dec. 23, at three, at the Chamber of Commerce, 115, Cheap-side. Sol. Mason, Gresham-st. BRICE, FREDERICK AUGUSTUS, and BRICE, MARY JANE, corn merchant, Crowndale-rd, Camden-town. Pet. Dec. 8. Jan. 4, at twelve, at office of Sol. Gihut, Gray's-inn-sq. BROMLEY, WILLIAM, farmer, Stapleton. Pet. Dec. 2. Dec. 24, at eleven, at office of Sol. Morris, Shewsbury. BUDD, GEORGE, hotel proprietor, Bognor. Pet. Dec. 5. Dec. 30, at half-past ten, at the Claremont hotel, Bognor. Sol. Burridge Gullifer. BUTTERWORTH, JOHN, cotton manufacturer, Baxenden. Pet. Dec. 2. Dec. 31, at three, at the Clarence hotel, Spring-gardens, Manchester. Sol. Leigh, Manchester. CARR, EDWARD, grocer dealer, Newcastle. Pet. Dec. 8. Dec. 23, at two, at office of Sol. Wallace, Newcastle. CASTLE, HENRY JAMES, jun., South-villas, Camden-town. Pet. Dec. 5. Dec. 31, at twelve, at office of Sol. Netherlands, New-linn, Strand. CROWN, HENRY CHARLES, boot dealer, Liverpool. Pet. Dec. 7. Dec. 23, at two, at office of Sol. Eddy, Liverpool. COFFEY, JAMES, draper, Aldershot. Pet. Dec. 9. Dec. 26, at two, at office of Smart, Snell, and Co., 8 and 10, Cheap-side. Sols. Tippetts, Son, and Tickle, Great St. Thomas Apostle. COLLINGS, JOHN, grocer, Chesham. Pet. Dec. 3. Dec. 31, at eleven, at the County Court offices, Hanley. Sol. Cooper, Congleton. COOK, WILLIAM TURNER, straw hat manufacturer, St. Albans. Pet. Dec. 4. Dec. 23, at four, at the George hotel, St. Albans. Sol. Ansdley, St. Albans. COOPER, THOMAS, out of business, Southborough. Pet. Dec. 2. Dec. 31, at two, at office of Sol. Marshall, Lincoln's-inn-fields. COX, CHARLES, auctioneer, Teddington, and Finsbury-circus. Pet. Dec. 8. Dec. 23, at two, at office Sols. Hoop, Lane, and Co., Bush-la, Cannon-rd. CROSSLAND, WILLIAM, jun., beer-seller, Brighouse, par. Halifax. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Jubb, Halifax. DAVIES, JACOB, accountant, Welchpool. Pet. Dec. 4. Dec. 24, at eleven, at office of Sol. Jones, Welchpool.

DICKSON, JOHN, contractor, Birkenhead. Pet. Dec. 17. Dec. 30, at two, at office of Sol. Gill, Liverpool.

DRIFTON, WILLIAM, Purveyor, in H.M.'s navy, Lowndes-square. Pet. Dec. 8. Dec. 23, at two, at office of Sol. Perkins and Weston, Gray's Inn-square.

ELIAS, DAVID, jet ornament manufacturer, Birmingham. Pet. Dec. 8. Dec. 23, at eleven, at office of Sol. Hodgson, Birmingham.

ELLIS, CHARLES EDWARD, druggist, Thornbury. Pet. Dec. 8. Dec. 24, at twelve, at office of W. Tricke, Son, and Co., accountants, City-chambers, Nicholas-st., Bristol. Sol. Thurston, Thornbury.

FLINT, GEORGE, banker, Eastbourne. Pet. Nov. 9. Jan. 1, at two, at Kennan's hotel, Crown-st., Cheshire. Sol. Perry, Guildhall-chambers, Basinghall-st.

FOGGETT, HENRY, printer, Stockport. Pet. Dec. 4. Dec. 22, at three, at office of J. Green, accountant, Bank-chambers, Market-st., Stockport. Sol. Hockin, Manchester.

FREBORN, RICHARD, theatrical manager, Elephant and Castle Theatre, New Kent-rod, and Holyoak-rod, Newington-butts. Pet. Dec. 23. Dec. 18, at three, at office of Sol. Ody, Trinity-st., Southwark.

GAUDE, GEORGE, builder, Peterborough. Pet. Dec. 7. Dec. 23, at 1, at the Wentworth hotel, Peterborough. Sol. Graves, Whitesley.

GUTH, CHARLES, carman, Manor-rod, South Bermondsey and New Weston-st., Bermondsey. Pet. Dec. 8. Dec. 18, at quarter-past ten, at office of Sol. Seale, Worsnip-st., Finsbury.

GUNN, JAMES, ship chandler, Seaham-labour. Pet. Dec. 9. Dec. 8. Dec. 22, at three, at office of Sol. Bovey, Sunderland.

HANNA, CHARLES, grocer, Yeovil. Pet. Dec. 4. Dec. 22, at eleven, at the Three Choughs hotel, Yeovil. Sols. Slade, Mayo, and Marsh, Yeovil.

HARRIS, JAMES, jeweller, Hull. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Gomersall, Hull.

HENLEY, JOB, grocer and general dealer, Benton. Pet. Dec. 8. Dec. 24, at two, at office of Sol. Messrs. Joel, Newcastle.

HILL, WILLIAM, bedding manufacturer, Trowbridge. Pet. Dec. 2. Dec. 18, at a quarter past ten, at office of Sol. Shrapnell, Bradford-on-Avon.

HINEY, JAMES, drill instructor, Stockport. Pet. Dec. 9. Dec. 22, at eleven, at office of Sol. Newton, Stockport.

HOWARTH, ABRAHAM, picker maker, Cheetham. Pet. Dec. 8. Dec. 22, at three, at office of Sol. Chorlton, Manchester.

HUGHES, JOSEPH, optician and nautical instrument maker, London-st. and Queen-st., Ratcliff. Pet. Dec. 8. Dec. 23, at twelve, at the London Tavern, Bishopsgate-st-within. Sols. Stocken and Jessp, 6, Lime-st.

JERMAN, HENRY STRAWAY, confectioner, Plymouth. Pet. Dec. 8. Dec. 30, at one, at office of Sol. Square, Plymouth.

JOHNS, EDWARD, victualler, Walsall. Pet. Dec. 7. Dec. 22, at eleven, at office of Sol. Adams, Walsall.

JOHNS, HENRY, WILLIAM, painter and glazier, Kidderminster. Pet. Dec. 9. Dec. 21, at three, at office of Sol. Talbot, Kidderminster.

LAMBERT, JOHN WILLIAM (known as John William Lambert Smith), of no occupation, Albany-st. Pet. Dec. 4. Dec. 21, at half-past ten, at office of Sol. Roberts, Coleman-st.

LEWIS, JOHN, linen and Manchester warehouseman, Leeds. Pet. Dec. 5. Dec. 22, at two, at office of Sol. Simpson and Burrell, Leeds.

LISTER, THOMAS, boot and shoe maker, Hull. Pet. Dec. 4. Dec. 23, at one, at office of Sol. Laverack, Hull.

LONGLEY, GEORGE, gentleman, St. James's-pl., Piccadilly. Pet. Dec. 4. Dec. 22, at two, at offices of P. Picard, accountant, 33, St. James's-st., Piccadilly. Sol. Brown, St. James's-st., Piccadilly.

MCCANNY, THOMAS, travelling hawker, Portobello. Pet. Dec. 9. Dec. 23, at eleven, at office of Sol. Barrow, Wolverhampton.

MCKENZIE, DUNCAN, bookseller, Liverpool. Pet. Dec. 8. Dec. 23, at three, at office of Gibson and Bolland, 10, South John-st., Liverpool. Sols. Burrell and Rodway, Liverpool.

MILNITON, THOMAS, carriage maker, Ince-in-the-Moors. Pet. Dec. 8. Dec. 18, at twelve, at the Bull's Head inn, Warwick. Sol. Sanderson, Warwick.

MASH, THOMAS DUNSTAN, fruiterer, Sussex-st., Pimlico. Pet. Dec. 9. Dec. 30, at three, at office of Sol. Tilley, Liggins, and Soames, Finsbury-pl.-south.

MERRY, JOHN, cheesemonger, Great James-st., Lisson-grove. Pet. Dec. 8. Dec. 29, at three, at 31, Great James-st., Lisson-grove, Marylebone. Sol. Fox, St. Mary's-sq., Paddington.

NASBURY, THOMAS, linen and Manchester warehouseman, Leeds. Pet. Dec. 8. Dec. 23, at one, at the White Lion hotel, High-st., Banbury. Sol. Sanderson, Warwick.

NATHAN, HENRY, jeweller's factor, Handsworth. Pet. Dec. 9. Dec. 24, at eleven, at office of Sol. Hodgson, Birmingham.

NICHOLSON ISAAC BROWN, cloth merchant, Birmingham. Pet. Dec. 8. Dec. 31, at two, at office of Sol. Bond and Barwick, Leeds.

OGLE, JOHN, hawker, Clay Cross. Pet. Dec. 7. Dec. 30, at ten, at office of Sol. Cowdell, Chesterfield.

PALMER, JOHN, grocer, Liverpool. Pet. Dec. 9. Dec. 24, at eleven, at office of Sol. Bell, West Hartlepool.

PEARSON, ROBERT, cabinet maker, Leeds. Pet. Dec. 7. Dec. 23, at three, at office of Sol. Hardwick, Leeds.

PEGLER, GEORGE HENRY, and GIBSON, WILLIAM, silk mercers and drapers, Liverpool. Pet. Dec. 8. Dec. 22, at two, at offices of Messrs. Gibson and Bolland, South John-st., Liverpool. Sol. Blackhurst, Liverpool.

PINNINGER, FRANCIS JAMES, farmer, Great Ormond-st., Bedford-row. Pet. Dec. 8. Dec. 23, at two, at office of Sol. Bertie, Great James-st., Bedford-row.

PUGH, THOMAS, fruiterer, Sedgley. Pet. Dec. 5. Dec. 23, at half-past eleven, at office of Sols. Homfray and Holberton, Brierley-hill.

RADLEY, JOSEPH, cordwainer, Wakefield. Pet. Dec. 8. Jan. 4, at two, at the Queen's hotel, Midland Railway Station, Leeds. Sol. Stringer.

RADMALL, THOMAS GEORGE, wine merchant, Gracechurch-st. Pet. Dec. 5. Dec. 21, at three, at office of Sol. Howell, Cheshire.

RAMSEY, GEORGE WALKER, and STEARNS, JOHN, gas engineers, Hull. Pet. Dec. 7. Dec. 22, at two, at the Guildhall coffee house, Gresham-st. Sol. Laverack, Hull.

REID, JOHN HOWARD, wholesale boot manufacturer, Charlotte-st., Bradford. Pet. Nov. 27. Dec. 19, at one, at office of Sol. Gowing, Coleman-st.

REMBINGTON, WILLIAM, carter, Hawkshead. Pet. Dec. 7. Dec. 23, at eleven, at the Board room, Market-pl., Kendal. Sols. Thomson and Wilson, Kendal.

ROBINSON, JOHN, traveller, Shillbottle, near Alnwick. Pet. Dec. 8. Dec. 23, at two, at office of Sol. Bush, Newcastle.

SANDERS, ROBERT, fancy draper, Holloway-rod, and Windsor-rod, Holloway. Pet. Dec. 7. Dec. 23, at three, at office of Sol. Aird, Gt. Southampton.

SCOTT, JOHN WILLIAM, commission agent, Leeds. Pet. Dec. 7. Dec. 23, at eleven, at office of Sol. Hardwick, Leeds.

SMITH, BENJAMIN, travelling jeweller, Newcastle. Pet. Dec. 8. Dec. 24, at three, at office of Sol. Bush, Newcastle.

SOLOMONS, SARAH, clothing maker, Shoreditch. Pet. Dec. 9. Dec. 28, at two, at office of Sol. Swaine, Cheshire.

STEVENS, HENRY, plumber, Frome. Pet. Dec. 7. Dec. 31, at three, at the Grand hotel, Broad-st., Bristol. Sols. Dunn and Payne, Frome.

STEEHAN, ROBERT, provision merchant, Liverpool. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Nordon, Liverpool.

STRATTON, WILLIAM MARK, victualler, Bath. Pet. Dec. 7. Dec. 22, at half-past eleven, at office of Sol. Wilton, Bath.

THICK, HENRY GEORGE, carpenter, Odham. Pet. Dec. 4. Dec. 22, at one, at the Three Tuns inn, Odham. Sols. Bayley and Foster, Aldershot.

TRACY, WILLIAM JOSEPH, baker, Park-rod, Grove-st., South Hackney. Pet. Dec. 8. Jan. 5, at three, at the George hotel, Finsbury, Colchester. Sol. Foster, Finsbury, Colchester.

TRENGON, WILLIAM PENFAEZE, innkeeper, Cambridge. Pet. Dec. 7. Dec. 22, at half-past eleven, at office of Sol. Cook, Turro Tuck, WILLIAM, baker, Gloucester. Pet. Dec. 8. Dec. 23, at eleven, at office of Sol. Jaynes, Gloucester.

TURNER, THOMAS, cabinet maker, Bury, and Scott's Yard. Pet. Dec. 9. Dec. 24, at three, at office of Sol. Ambler, Manchester.

WALTER, FREDERICK, and WALTER, HANNAH, boot and shoe manufacturers, King's-rod, Chelsea. Pet. Dec. 8. Dec. 19, at eleven, at Muller's hotel, Ironmonger-lane. Sol. King.

WILKINSON, THOMAS, cooper, Portobello, Wiltshire. Pet. Dec. 7. Dec. 22, at three, at office of Sol. Dallow, Wolverhampton.

WATKINS, JOHN (under firm of Johnson and Co.), chemist, Barcon Arcade. Pet. Dec. 8. Dec. 30, at three, at office of Sol. Richardson.

WHEELER, GEORGE, mackintosh maker, Mare-st., Hackney. Pet. Dec. 8. Jan. 2, at three, at offices of F. Holloway, accountant, 173, Ball's Pond-rod, Islington. Sol. Fenton, Albion-terrace, Islington.

WHITE, SUSAN MUNDRELL, trading as Madame Dromard, dress-maker, New Bond-st. Pet. Dec. 7. Jan. 5, at three, at the Inns

of Court hotel, 209, High Holborn. Sol. Goren, South Molton-rod, Oxford-st.

WILKINSON, WILLIAM, grocer, Branchley. Pet. Dec. 4. Dec. 19, at ten, at the Angel hotel, Tunbridge. Sol. Palmer, Tunbridge.

WILKS, JOHN, grocer, Bradford. Pet. Dec. 7. Dec. 22, at eleven, at office of Sols. Peel and Gaunt, Bradford.

WILLIAMS, WALTER, sole maker, Borough-rod, Southwark. Pet. Dec. 8. Dec. 29, at three, at offices of Sols. Saffery and Huntley, Tooley-st., Southwark.

WOOD, JAMES HENRY, music hall manager, Hull. Pet. Dec. 9. Dec. 18, at two, at office of Sol. Chambers, Hull.

WYATON, JAMES, boot and shoe manufacturer, Bilston. Pet. Dec. 8. Dec. 23, at eleven, at office of Sol. Stratton, Wolverhampton.

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ANDREWS, WILLIAM DOVE, plasterer, Stowmarket and Ipswich. Pet. Dec. 4. Jan. 7, at three, at the Old George Inn, Bucklersbury, Hitchin. Sol. Fenton, Albion-terrace, Islington.

BAILEY, JARVIS, beerhouse keeper, Uxversal. Pet. Dec. 11. Dec. 28, at eleven, at the Nag's Head Inn, Swadincote. Sol. Smith, Swadincote.

BAXTER, RICHARD, fancy dealer, Basingstoke. Pet. Dec. 10. Jan. 4, at two, at the Crown Race hotel, Reading. Sols. Palm, Clarke, and Webb, Winchester.

BEATTIE, JAMES, draper, Reading. Pet. Dec. 11. Dec. 29, at half-past twelve, at offices of Sols. Smith, Fawdon, and Low.

BECK, HENRY, schoolmaster, Wroxall, I.W. Pet. Nov. 13. Dec. 22, at eleven, at the Queen's Head hotel, Abingdon. Sol. Joyce.

BEDFORD, WILLIAM, butcher's assistant, Liverpool. Pet. Dec. 12. Dec. 31, at three, at offices of Sol. Lowe, Liverpool.

BELL, EDWARD, brewer, Widdicombe-rod, Barking-rod. Pet. Dec. 9. Dec. 30, at three, at office of Sol. Christmas, St. John's-chmbs, Walbrook.

BENNETT, PRISCILLA, shoe maker, Bristol. Pet. Dec. 12. Dec. 14, at eleven, at office of Sol. Williams, Bristol.

BIRCH, JOHN, commission agent, Southampton. Pet. Dec. 12. Dec. 28, at one, at the office of R. Whitaker, Sussex-rod, Southampton. Sol. Guy, Southampton.

BLAKELEY, JAMES, tailor, Hunslet, near Leeds. Pet. Dec. 11. Dec. 24, at two, at office of Sol. Turner, Leeds.

BLONK, CHARLES, trunk maker, Northampton. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Becke, Northampton.

BRICE, THOMAS WILLIAM, and COLLIER, EDWIN WILLIAM, fish salesmen, Love-lane, Eastcheap, and Grange-rod, Church-rod. Pet. Dec. 10. Dec. 31, at three, at offices of H. Howse, accountant, 3, Staple-inn, Holborn. Sol. Morris, Staple-inn, Holborn.

BROWN, ROBERT GOSSET, doctor of medicine, Hartland-rod, Camden-town. Pet. Dec. 11. Dec. 31, at ten, at office of Sol. Nicholls, Lincoln's-inn-fields.

CAPPER, SAMUEL, licensed victualler, Liverpool. Pet. Dec. 11. Dec. 28, at two, at office of Messrs. Rose and Price, accountants, 26, North John-st., Liverpool. Sol. Lumb, Liverpool.

CASWELL, WILLIAM FORD, accountant, Oaken Gates. Pet. Dec. 12. Dec. 29, at half-past eleven, at office of Sol. Leake, Shifnal.

COOKE, DAVID GEORGE, oil and colourman, Faversham. Pet. Dec. 10. Dec. 30, at one, at the Guildhall Tavern, Gresham-st., London. Sol. Minter, Folkestone.

CROSS, EDWARD, commission agent, Weston-super-Mare. Pet. Dec. 10. Jan. 7, at two, at office of Sol. Baker, Phillott, and James, Weston-super-Mare.

CROSSE, DOROTHY ANNE, of no occupation, Norwich. Pet. Dec. 8. Dec. 23, at three, at office of Sols. Winter and Francis, Norwich.

DAVIES, DAVID, ironmonger, Carmarthen. Pet. Dec. 12. Dec. 23, at half-past ten, at the Townhall, Carmarthen. Sol. Lloyd, Haverfordwest.

DEBARGE, WILLIAM, innkeeper, par. St. Benedict, Norwich. Pet. Dec. 8. Dec. 23, at eleven, at office of Sols. Winter and Francis, Norwich.

DELANEY, EDWARD, ironmonger, Yatalyfera. Pet. Dec. 10. Dec. 23, at two, at offices of Messrs. Barnard, Thomas, Tribe, and Thomas, Church-rod, Bristol. Sol. Charles, Neath.

DE LA RUE, MARIE, widow, dealer in prints, Museum-st., Oxford-st. Pet. Dec. 12. Jan. 4, at three, at offices of Sols. Messrs. Waller, Duke-st., Adelphi.

DEAN, HENRY, picker manufacturer, Manchester. Pet. Dec. 10. Dec. 23, at three, at office of Sol. Warner, Manchester.

DOWS, GUSTAVUS DAVIS, and CLARK, ADOLPHUS, soda water machine manufacturers, Compton House, Fritch-st., Soho-sq. Pet. Dec. 30, at two, at offices of Messrs. Robinson's Tavern, Great Queen-st. Sols. Vallance and Vallance, Essex-st., Strand.

EAVIS, HENRY, cattle dealer, North Cheriton. Pet. Dec. 11. Dec. 24, at twelve, at the Greyhound hotel, Wincanton. Sol. Hobbs, Jauncey.

FOZARD, THOMAS, builder, Batley. Pet. Dec. 2. Jan. 5, at two, at office of Sol. Fryer, Dewsbury.

GARDINER, CHARLES, general carrier, York-rod, King's-cross. Pet. Dec. 12. Dec. 30, at eleven, at offices of Hunter, London Wall Sol. Fulcher, London Wall.

GILLER, JAMES, plumber, Stanley-st., Pimlico. Pet. Dec. 10. Jan. 4, at two, at office of Sol. Chalk, Moorgate-st.

GRIFFITHS, ELI, innkeeper, Wellington. Pet. Dec. 9. Dec. 29, at eleven, at office of Sol. Marcy, Salop.

GRIGGS, JOHN, grocer, Bradford. Pet. Dec. 11. Dec. 30, at three, at office of Sol. Hutchinson, Bradford.

HAINES, THOMAS, painter, Cheltenham. Pet. Nov. 27. Dec. 21, at twelve, at office of Sol. Potter, Cheltenham.

HARDLEY, ROBERT HENRY, commercial traveller, Bishopston. Pet. Dec. 9. Dec. 24, at two, at the offices of S. Sprod, 13, John-st., Bristol. Sol. Price, Bristol.

HANDBY, JOHN MARSHALL, greengrocer, Bradford. Pet. Dec. 8. Dec. 23, at eleven, at office of Sol. Rhodes, Bradford.

LINDEN, GEORGE, clothing, Wellington. Pet. Dec. 10. Dec. 30, at twelve, at office of Sol. Marcy, Wellington.

HOLYOAKE, GEORGE WILLIAM HENRY, farm bailiff, Boningale. Pet. Dec. 8. Dec. 24, at three, at office of Sol. Dallow, Wolverhampton.

HUGHES, FREDERICK, commission agent, Liverpool. Pet. Dec. 11. Dec. 23, at two, at offices of Sol. Etty, Liverpool.

HYAN, HYMAN, merchant tailor, Sheffield. Pet. Dec. 10. Dec. 30, at two, at office of Sol. Pattison, Sheffield.

HYDE, J. BRETHER, shipbroker, Regent House, Regent Wharf, Millwall. Pet. Dec. 8. Dec. 30, at eleven, at office of Sols. Keene and Marsland, London-st., Fenchurch-st.

JONES, ARTHUR WILLIAM, dairyman, Thomas-st., Gibson-st., Waterloo-rod. Pet. Dec. 7. Dec. 22, at ten, at office of Sol. Long, Blackfriars-rod.

JONES, WILLIAM, servant, Leafeld. Pet. Dec. 8. Dec. 23, at four, at office of Sol. Mace, Charlbury.

KAIRAN, CATHARINE, schoolmistress, Halifax. Pet. Dec. 11. Dec. 31, at eleven, at office of Sols. Lancaster and Wright, Bradford.

KNOWLES, SAMUEL, grocer, Bradford. Pet. Dec. 9. Dec. 23, at eleven, at office of Sols. Terry and Robinson, Bradford.

LEWIS, SOPHIA, and LEWIS, HANNAH, general drapers, Narberth. Pet. Dec. 11. Dec. 23, at half-past ten, at office of Sols. Green and Griffiths, Carmarthen.

LUCAS, WILLIAM, carpenter, South-rod, Wimbledon. Pet. Dec. 11. Jan. 4, at three, at office of E. Cogswell, Terminus-chmbs, 13, Railway-approach, London-bridge.

MILNE, JOHN ALFRED, lace manufacturer, Nottingham. Pet. Dec. 9. Dec. 23, at twelve, at office of Sol. Richards, Nottingham.

MITCHELL, EDWARD, and MITCHELL, EDWARD HAMPTON, clothiers, Grove-st., Kenney. Pet. Dec. 10. Dec. 23, at three, at office of Sol. Merriam, Green and Merriam, Austinians.

MITCHELL, SAMUEL, grocer, Hershman, near Walton-on-Thames. Pet. Dec. 11. Dec. 30, at three, at the Green Man Tavern, Tooley-st., Southwark. Sols. Collins and Wilkinson, Abchurch-lane, London.

MONCK, EDWARD, tobacconist, Stamford. Pet. Dec. 10. Dec. 29, at eleven, at office of T. Laxton, St. Mary's-hill, Stamford. Sols. Deacon and Wilkins, Peterborough.

MORTON, MATTHEW, draper, Charles-terrace, Bishop's-rod, Victoria. Pet. Dec. 11. Dec. 23, at twelve, at 2, Wardrobe-pl., Doctor's-commons. Sols. Farrar and Farrar.

MYATT, JOSEPH, earthenware dealer, Aberavenny. Pet. Dec. 10. Dec. 25, at twelve, at the Swan hotel, Stafford. Sol. Stevenson, Stafford.

NEWSON, WILLIAM, ship builder, Kirtley-next-Lowestoft. Pet. Dec. 12. Jan. 7, at one, at the Crown Hotel, Lowestoft. Sol. Wiltshire, Great Yarmouth.

PICKERING, JOHN, painter, Little Moorfields, and Dovecot-villas, Wotton, Essex. Pet. Dec. 11. Dec. 23, at eleven, at office of S. W. Levecock, accountant, 19, Coleman-st. Sol. Grogan, Angel-co, Throgmorton-st.

PRICE, WILLIAM, contractor, Tipton. Pet. Dec. 11. Dec. 23, at eleven, at office of Sol. Stokes, Dudley.

ROBERTS, ROBERT, boot maker, Shifnal. Pet. Dec. 10. Dec. 23, at eleven, at the Wynnstay Arms Hotel, Ruthin. Sol. Lloyd

ROBINSON, WILLIAM LAW, white lead manufacturer, Wilmot-sq., Bethnal Green-rod, and Mare-st., Hackney. Pet. Dec. 11. Dec. 30, at two, at office of Broad, Pritchard, and Wiltshire, 7, Queen's Cheshire. Sols. Holder, Frederick-vic-pl., Old Jewry.

RUDLAND, HENRY, butcher, Fakenham. Pet. Dec. 5. Dec. 23, at eleven, at office of Sol. Cates, Fakenham.

SALVIDGE, HENRY, saddler, Banwell. Pet. Dec. 11. Jan. 6, at two, at offices of J. and S. B. Parsons, Athenium-chambers, Nicholas-st., Bristol. Sols. Baker, Phillott, and James, Weston-super-Mare.

SHARPLES, WILLIAM HENRY, yarn merchant, Manchester. Pet. Dec. 13. Dec. 29, at three, at office of Sols. Gardner, Horner, and Co., Manchester.

SHAW, CHARLES NELSON ISAAC, business agent, Brighton. Pet. Dec. 10. Dec. 30, at half-past three, at the Crown hotel, Lewes. Sol. Lamb, Brighton.

SHELTON, JOHN, builder, Newport Pagnell. Pet. Dec. 10. Dec. 23, at twelve, at the Swan hotel, Newport Pagnell. Sol. Bull, Newport Pagnell.

SIMS, PHILIP JOHN, china and glass dealer, London-rod, Southwark. Pet. Dec. 10. Jan. 6, at two, at the Guildhall Tavern, Guildhall. Sol. Summerlin, Sise-lane, Queen Victoria-st.

SIATER, WILLIAM, and HALL, EDWIN, boot-manufacturers, Barnsley. Pet. Dec. 10. Jan. 2, at eleven, at the Coach and Horses hotel, Barnsley. Sol. Freeman, Barnsley.

TAYLOR, CHARLES EDWARD, baker, New Brompton. Pet. Dec. 11. Dec. 23, at three, at office of Sol. Bassett, Rochester.

TAYLOR, HENRY WILLIAM, licensed victualler, Wollerton. Pet. Dec. 11. Dec. 23, at ten, at office of Sol. Prescott, Stourbridge.

TAYLOR, THOMAS, yeast merchant, Dewsbury. Pet. Dec. 10. Dec. 30, at three, at office of Sol. Fryer, Dewsbury.

THOMAS, GEORGE, builder, Swansea. Pet. Dec. 9. Dec. 28, at eleven, at the office of J. F. Harvey, 3, Lower Gt-st., Swansea. Sol. Thomas.

THASLER, DANIEL, journeyman mason, Kingston-on-Thames. Pet. Dec. 9. Dec. 24, at twelve, at office of Sol. King, Birch-lane, Cornhill.

TRUE, JOHN WILLIAM, printer, Oxford House, Greenwich-rod, Greenwich. Pet. Dec. 5. Jan. 6, at two, at office of Sol. Chalk, Moorgate-st., London.

VICKERS, JAMES, skin dealer, Milborne Port. Pet. Dec. 11. Dec. 23, at three, at the Mermaid hotel, Yeovil. Sol. Davies, Sherborne.

WALPER, PAUL, baker, Christ-pl., Poplar. Pet. Dec. 5. Dec. 23, at three, at the Blackwall Railway Hotel, London-st. Sol. Riggby, Half Moon-crescent, Islington.

WARD, ELIZABETH, and WARD, HENRY WILLIAM, grocers, Bury. Pet. Dec. 12. Dec. 23, at three, at the Clarence hotel, Spring-gardens, Manchester. Sols. Messrs. Grundy and Co., Bury.

WEAKFORD, CHARLES, grocer, Salford. Pet. Dec. 9. Dec. 30, at three, at the King's Head hotel, Hortham. Sols. Medwin, Davis, and Sadler, Hortham.

WILLIS, GEORGE, chair manufacturer, High Wycombe. Pet. Dec. 8. Dec. 31, at three, at the Falcon hotel, High Wycombe. Sol. Heathfield, Lincoln's-inn-fields.

WILSON, THOMAS, foreman, Malden-rod, Kentish-town. Pet. Dec. 12. Jan. 9, at three, at office of Sol. Hogan, Martin's-lane, Cannon-st.

WRIGHT, ROBERT NEWBY, fishing boat owner, Lowestoft. Pet. Dec. 12. Jan. 7, at eleven, at the Crown Hotel, Lowestoft. Sol. Wiltshire, Great Yarmouth.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Lightfoot and Fernkough, rice millers, third, 64d. Stone, Liverpool.

Aisworth, J. publisher, Manchester, first and final, 1s. 2d. At Trust. W. Gilne, 103, King-st., Manchester. Chambers, C. comb manufacturer, first and final, 2s. At Trust. W. T. Stanforth, 15, Baker's-hill, Sheffield. Coleman, clerk in H.M.'s Customs, 2s. 6d. At Trust. J. H. O. Silver, 17, Nelson-sq., Peckham-green, W. wholesale fish curer, first, 2s. 6d. At Trust. R. E. Johnson, 37, Chesfield, Lincoln's-inn-fields. S. J. money scrivener, first and final, 3s. At offices of Sutton and Harding, 23, Broad-st., Manchester. Welsh, T. draper, second, 6s. At Trust. A. McDowell, 21A, Watling-st., White, J. leather merchant, second and final, 10d. At Trust. B. Nicholson, 7 and 8, London-bridge Railway Approach. Williams, C. upholsterer, first, 1s. At Trust. J. D. Viney, 59, Cheapside.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BATTISHELL, On the 12th inst., at 6, Mont-le-Grand, Exeter, the wife of Wm. J. Battisshell, Esq., solicitor, of a daughter.

HORN, On the 4th inst., at Selmons, Catering, the wife of H. Warriner Horne, Esq., barrister-at-law, of a daughter.

LOOOCK, On the 15th inst., at 9, Cambridge-square, the wife of Charles Brodie Loock, Esq., barrister-at-law, of a daughter.

WALLER, SHEPHERD, On the 4th inst., at 34, Belgrave-road, South Hampstead, the wife of Francis Waller-Shepherd, of the Inner Temple, barrister-at-law, of a daughter.

MARRIAGE.

FRASER-MAUDE, On the 10th inst., at St. Barnabas Church, Kensington, Henry Lucy Fraser, Esq., barrister-at-law, Lincoln's-inn, to Clara, second daughter of the Rev. F. H. Maude, vicar of Holy Trinity, Ipswich.

DEATHS.

BOLTON, On the 8th inst., at Liverpool, aged 57, Ogden Bolton Esq., barrister-at-law.

BOUCHER, On the 9th inst., at Wiveliscombe, Somersetshire, aged 43, Benjamin Boucher, solicitor.

CABELL, On the 9th inst., at 39, Chapel-street, Marylebone-road, aged 93, Benjamin Bond Cabell, Esq., F.R.S., F.S.A., of the Middle Temple, London, and Cromer Hall, Norfolk.

DIXON, On the 4th inst., aged 73, William Tinnmouth Dixon, Esq., formerly of New Bedford, died.

KING, On the 11th inst., at his residence, Oxford Villa, 18, Camden Cottages, King's-rod, Camden-town, aged 79, Samuel King, Esq., solicitor. One of the oldest solicitors in England, having been on the Rolls upwards of fifty years.

O'MALLEY, On the 10th inst., at 7, Lowndes-street, very and deeply, Peter Frederic O'Malley, Q.C., last surviving son of the late Charles O'Malley, of The Lodge, Castlebar, county Mayo, Ireland.

ROUTH, On the 6th inst., at Brighton, aged 54, Martin Joseph Routh, Esq., M.A., barrister-at-law, and Fellow of Pembroke College, Oxford.

SHAW, On the 10th inst., at 53, Clifton-gardens, Malda-valle, aged 63, William Shaw, Esq., of 16, Gray's-inn-square, solicitor.

SPICER, On the 8th inst., at Great Marlow, Buckinghamshire, (where he had carried on practice as a solicitor for more than 48 years), aged 72, Ralph Spicer, Esq., R. I. P.

WATSON, On the 14th inst., at Bensham-grove, Gateshead, aged 67, Joseph Watson, solicitor.

Just published, price 21 11s. 6d., 12mo, pp. 1100, the Second Edition of

DORIA'S LAW AND PRACTICE IN BANKRUPTCY; under the Provisions of the Bankruptcy Act, 1869 (32 & 33 Vict. c. 71); the Debtors' Act 1869 (32 & 33 Vict. c. 62); and the Bankruptcy Repeal and Insolvent Court Act, 1869 (32 & 33 Vict. c. 85); and all the Cases and Decisions of all the Courts down to the present time by A. A. DORIA, of Lincoln's-inn, Esq., B.C.L., Barrister-at-Law.

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All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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The *LAW TIMES* goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

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the deputation, and we understand that the FIRST COMMISSIONER OF WORKS, who was present, will give directions for carrying into effect the suggestions made by the deputation.

In the case of *Ex parte Schomberg, re Schomberg*, the Court of Appeal in Chancery had to decide when a trader ceases to be a trader so far as the distinctions in sub-sect. 6 of the Bankruptcy Act 1869, s. 6, are concerned. In the case of a debtor "being a trader," the period of seven days is allowed by this subsection for compliance with a debtor's summons, whereas a non-trader is allowed twenty-one days, within which to comply with the summons. Obviously this distinction may often be of great practical importance. So it happened in the case of *Ex parte Schomberg*, which came before the Court of Appeal in Chancery on the 12th inst, when the LORDS JUSTICES affirmed the decision of the court below. The point of law under consideration arose upon an adjudication of bankruptcy made against Schomberg. It was alleged in support of the adjudication that Schomberg, "being a trader," had not complied with a debtor's summons as required by the Act. The evidence showed conclusively that he had ceased to trade some time before the issue of the debtor's summons. Their Lordships took the view of the question which alone seems consistent with common sense, and determined that the words "being a trader," must mean a trader at the time when the summons issued.

THE Licensing Act 1874 contains a new enactment with respect to Christmas Eve which will operate with a curious effect upon the closing of "all premises in which intoxicating liquors are sold by retail," in consequence of Christmas-day falling upon a Friday. By the 3rd section of the Act, "such premises, wherever situate, are to be closed on Christmas Day and Good Friday, and on the days preceding Christmas Day and Good Friday respectively, as if Christmas Day and Good Friday were respectively Sunday, and the preceding days were respectively Saturday." Looking to the provisions as to Saturday and Sunday closing, we find the result to be that houses situate in towns and populous places will have to be closed at the usual hour of eleven upon Thursday and Saturday, and at the earlier hour of ten upon Friday and Sunday; while houses within the metropolitan district will have to be closed half an hour earlier than usual, i.e., at twelve instead of half past twelve o'clock the whole four nights running. It is by no means apparent at first sight from a section containing the words "all houses, wherever situate;" but the fact is, that the complicated provision which we have referred to respecting the closing hour upon Christmas-eve is, legally speaking, needed for the metropolitan district only.

THE law of copyright has had a fresh illustration upon a question of more than ordinary difficulty. In the case of *Smith v. Chatto*, which came before Vice-Chancellor HALL, on the 18th inst., for hearing. Upon an interlocutory motion the plaintiff applied for an injunction to restrain Messrs. CHATTO and WOOD from publishing, selling, or advertising for sale a work called "Thackerayana." From the evidence it appears that at a sale consequent upon the death of the late Mr. THACKERAY in 1863, Mr. JOHN CAMDEN HOTTEN bought several books which had belonged to the novelist from his school days, as well as some sketches and caricatures drawn by Mr. THACKERAY. In 1874 Mr. THACKERAY's next of kin and legal representatives (his two daughters) sold the copyright in all their father's published and unpublished works, drawings, caricatures, and other productions, to the plaintiff and WILLIAM KING. The defendants succeeded to the business of Mr. HOTTEN a short while ago, and soon advertised the above work as "Thackerayana Notes and Anecdotes, illustrated by nearly six hundred sketches, by WILLIAM MAKEPEACE THACKERAY." The book contained many extracts from Mr. THACKERAY's writings, together with the above sketches. For the plaintiffs it was contended that the extracts were so long as to amount to piracy, and that the defendants had no right to publish any of the drawings. On the latter point no case was made out, and defendants' counsel accordingly confined themselves to the question of piracy, and argued that the quotations were fair, as they were introduced simply as frames to the pictures. Mr. THACKERAY had in his writings sketched his own career; that career it was intended to illustrate. As to the title, they urged that no one could suppose it to refer to a work by THACKERAY any more than the word "Johnsoniana" refers to a work by JOHNSON. In granting an interim injunction Vice-Chancellor HALL made some important observations upon the law of piracy. The question for decision was whether "the portions of the plaintiffs' work so taken by the defendants were in themselves calculated to produce a profit to them as distinguished from such parts of their own work as might be profitable, considering it as a whole, and original?" The true test of this is not the quantity of matter taken. The learned Judge quoted with approbation the decision of Lord HATHERLEY in *Scott v. Stanford* (L. Rep. 3 Eq. 722; 16 L. T. Rep. N. S. 551) where the dictum of Mr. Justice STONY, in *Folsom v. M*

The Law and the Lawyers.

LORD ROMILLY died on Wednesday, at the age of seventy-two.

A DEPUTATION from the Incorporated Law Society waited on the LORD CHANCELLOR a short time since on the subject of the arrangements in the Court of Appeal in Chancery for the accommodation of the Profession, more especially as regards solicitors. The LORD CHANCELLOR gave great attention to the representations of

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is accepted as a statement of the law. The case of *Wilkins v. Aikin* (17 Ves. 422), was also quoted by his Honour as one of the earliest decisions on the subject. In that case Lord ELDON says, "There is no doubt that a man cannot, under the pretence of quotation, publish either the whole or part of another's work, though he may use, what is in all cases difficult to define, fair quotation. . . . The question upon the whole is whether this is a legitimate use of the plaintiff's publication in the fair exercise of a mental operation, deserving the character of an original work." The crucial test in the present case was the object of the defendants in inserting the extracts. Had they inserted them with the view of increasing the value of their work by rendering it more amusing to the public? The VICE-CHANCELLOR thought they had done so, and accordingly granted an injunction. The difficulty of defining what is a fair quotation is very evident; but no one can dispute the justice of this decision. Where quotations go to the substance of a work, as logicians might say, the quotation cannot possibly be fair.

THE validity of a marriage clandestinely solemnised more than a hundred years ago has just been affirmed by a jury in the case of *Frederick v. Attorney-General and Frederick*, which was a suit under the Legitimacy Declaration Act 1858 (21 & 22 Vict. c. 93). By this statute, which is we believe very rarely taken advantage of (the principal case is *Shedden v. Patrick*, 3 L. T. Rep. N. S. 592), "any natural born subject of the QUEEN" may apply to the Divorce Court for a decree "declaring that the petitioner is the legitimate child of his parents, and that the marriage of his father and mother, or of his grandfather and grandmother, was a valid marriage." All the provisions of the General Divorce Court Act (20 & 21 Vict. c. 85), extend to applications under the Legitimacy Declaration Act, and the decree is binding "on all persons whomsoever." Looking to the sweeping nature of the decree, and the great antiquity of the evidence upon which such decree is liable to be founded, we are not surprised at the suggestion by the *Times* of Monday last, that some reasonable enactment of limitation should be read into the Legitimacy Declaration Act. We do not think we go too far in saying that the rights affected by the marriage or non-marriage of the grandparents of most living owners of property might be numbered by scores if not hundreds. We much doubt whether the ordinary duration and conditions of human life will admit of any reasonable enactment of limitation without at the same time necessitating the striking of the words "or of his grandfather and grandmother" out of the statute altogether.

FROM the surprise with which a decision in a case of *Re Bennett's Trusts* before Vice-Chancellor BACON, on Saturday, the 14th, was received, it would seem that the state of the law on the point involved cannot be too quickly or widely circulated. The matter relates to bankruptcy, though decided on a petition in Chancery. Under the old law, as our readers will remember, the effect of an order of discharge was to reinstate the bankrupt in the ordinary position of being able to acquire property and hold it for his own benefit, free from all claims of the creditors prior to the order. Under the new statute of 1869, this is not the case with respect to a debtor under a liquidation. Such a debtor, even although discharged, is still incapable of holding any property (except, perhaps, his own personal earnings) for his own benefit, unless and until the "close of the liquidation" has been "fixed." The point was raised upon the simplest possible state of facts. A debtor named MOLD having presented a liquidation petition in the Chesterfield County Court, at a meeting of creditors held in Sept. 1873 under the Act, it was resolved that his affairs should be liquidated by arrangement, and not in bankruptcy, that a trustee should be appointed, and that the discharge of the debtor should be, and the same was thereby granted, from the 1st Dec. then next. Nothing was said in the resolution about the close of the liquidation. This resolution was duly reported to the registrar. Then in May 1874 a testator died, leaving MOLD a legacy of 1000*l*. In February following the registrar signed and gave MOLD a certificate of his order of discharge. The trustee having claimed the legacy, and the executor having paid the money into court, MOLD petitioned for it, but the trustee under the liquidation was held to be entitled to the fund, inasmuch as, although the debtor had obtained his discharge, the liquidation had not been closed. A like conclusion was arrived at in the case of bankruptcy by the judge of the Liverpool County Court, on the 14th Nov., in a case of *Cohen v. Holden*, reported in the *LAW TIMES* newspaper for 21st Nov., page 49. This was referred to in court as the only known decision on the question. The inconvenience arising from this state of the law appears to be, that if from any cause the resolution of creditors necessary in order to fix the close of the liquidation should be omitted to be passed, no one will be able to have any dealings with the debtor, it may be for ten or twenty years to come, whilst it seems from the statute and rules to be quite out of the power of the debtor himself to summon a meeting for this purpose. That must be left to the creditors, or to the trustee. The discharge will no longer be evidence of a debtor's capacity again to retain or to pass property;

and the conveyancer must in future ask for the resolution of creditors fixing the close of the liquidation, instead of, as formerly, the order of discharge. Strange as this result will probably be to many, it is impossible to read the language of the statute, taken with that of the rules, and especially of the forms attached to the rules—particularly Form 122—without seeing that this is the inevitable conclusion. The Legislature has determined that in future the discharge of the debtor, the close of the liquidation, and the discharge of the trustee, shall be three separate and distinct things; and so the Chief Judge in Bankruptcy, sitting in Chancery, has held. Thus the status of a bankrupt or liquidating creditor is brought back to something like that of an insolvent under the old Act, with this difference, that it is in the power of the creditors, and of them only, to put an end to the bankrupt's or debtor's disability when they choose, and if they should decline or neglect to do this the disability must remain.

THE Judicial Committee of the Privy Council has been recently engaged in considering a case of more than ordinary importance in the law of shipping. The case to which we refer is that of the *Amérique*. It was an appeal from an award of salvage made by the learned Judge of the Court of Admiralty, and was brought by the *Compagnie Générale Transatlantique* under the following circumstances:—The *Amérique*, a French vessel of large size belonging to the above company, was abandoned by all on board off Ushant whilst on a voyage from New York to Havre. This happened at half-past four on the afternoon of the 14th April in this year. According to the evidence of her master she had then eighteen feet of water in her, and was fast sinking, a statement which was not consistent with the condition of the vessel when she was afterwards found. There could be no doubt that she was left under some misapprehension, which was probably the result of panic. When discovered she had only six feet of water in her, but was quite unmanageable. Some hours after her desertion she was descried by a small collier, the *Auburn*, which, with some difficulty, owing to the wind and seas, managed to put a couple of men on board the *Amérique*. These men remained until the arrival of the next salvor, the *Spray*, bound from Newport to Gibraltar. The latter vessel towed the *Amérique* till she fell in with another and larger steamer, which joined in the work of towing until Plymouth was gained on the 18th April. The last vessel, the *F. T. Barry*, was much damaged by coming in contact from time to time with the derelict. Such were the facts which came before the Court of Admiralty, and the learned Judge awarded of the £190,000, saved by the salvors, the sum of £30,000 in the following proportions: To the *Spray*, £15,500; to the *Auburn*, £500; and to the *F. T. Barry*, £14,500. The owners appealed on the ground that the award was excessive, and the amount awarded has been reduced by two-fifths, that is, to £18,000. Whilst it is undoubtedly inexpedient to deal parsimoniously in salvage awards, it is clear that liberality may be carried to excess, and the value of an appeal has been conspicuously illustrated.

THE old question arose in this case of *Baker v. Story*, decided last month by the MASTER of the ROLLS (W. N. Dec. 12), as to what constitutes revocation of a will. The testator, ISAAC BRITTON, by his will, dated 23rd Feb. 1865, gave all his real and personal estate to his wife, EMMA BRITTON. On 6th May, 1867, he made another will, whereby, after making a specific gift to his wife, he gave and devised all his real estate and his residuary personal estate to trustees upon trusts for sale and conversion and investment. The proceeds were to be paid to his wife for her life, and after her death the trustees and executors were to pay the same to the treasurer of the Bristol General Hospital. Then, after devising trust and mortgage estates, he devised to his said trustees the residue of his real estate and the proceeds thereof, which, by any law to the contrary, might not by that will pass to the said hospital, fully relying upon his said trustees to carry out his wishes and desires. The trustees claimed part of the proceeds of the real estate beneficially, under the ultimate gift. The MASTER of the ROLLS, however, held, on the authority of *Tupperv. Tupper* (1 K. & J. 665), that the prior will was revoked if the ultimate gift was an express trust; and was also revoked, if it was intended as a beneficial gift to the trustees, notwithstanding its failure by reason of the secret trust. The heir-at-law, therefore, and not the widow, was extolled. In the case of *Tupperv. Tupper*, decided by Vice-Chancellor Wood, a testator had by his will bequeathed a sum of money for charitable purposes so as to avoid the Statute of Mortmain, and by a codicil revoking the former gift, he bequeathed money for the purpose of buying land for a charity, and it was held that though the gift by the codicil failed, this revocation took effect. The VICE-CHANCELLOR referred to the case of *Onions v. Tyrer* (1 P. W. 343) as being opposite in its tendency to the decision at which he had arrived, but thought that the two might be reconciled. In the latter case Lord HARDWICKE decided that the cancelling a former will by mistake, or on a presumption that the latter will is good, which proves void, will not let in the heir. But in that case the subsequent void will only differed

from the earlier in the appointment of different trustees. But the LORD CHANCELLOR held that even if a different devisee had been substituted in this second and void will, the heir could not take, "in regard the meaning of the second will was, to give to the second devisee what it had taken from the first, without any consideration had to the heir, and if the second devisee took nothing, the first could have lost nothing." This language seems scarcely to be consistent with the decision of the present MASTER of the ROLLS, and of the VICE-CHANCELLOR in *Tupper v. Tupper*. But the point decided in *Onions v. Tyrer* is much narrower than the words of the Judge. There is an obvious distinction between the case of an invalid instrument purporting to cancel a previous valid one, and that in which there is no objection to the instrument itself, but the persons entitled under it are precluded by law from taking.

RAILWAY PASSENGER DUTY.

THE decision of the Court of Exchequer in the case of *The Attorney General v. The North London Railway Company* (31 L. T., N. S., 377, L. R., 9 Ex., 330) has given rise to so much discussion that it seems to merit a somewhat detailed consideration. Each of the questions involved turns upon the construction of the 6th, 8th, and 9th sections of Statutes 7 & 8 Vict. c. 85, commonly called "The Cheap Trains Act." (a)

The first point decided was that trains running between terminal stations and complying with the other requirements of the Act are cheap trains within sect. 6, and that the exemption from duty in respect of the fares of passengers by any such train is not lost by their being required, for the convenience of the traffic, to move from one train to another, provided there is no unreasonable detention, so as to reduce the speed at which such passengers travel below the minimum speed of twelve miles an hour required by the Act. Though the court gave no reason for coming to this conclusion, it is thought that it can scarcely be questioned, for having regard to the object of the section, viz., to secure to the poorer class of travellers certain advantages with respect to fares and protection from the weather, it is obvious that this may be equally well attained although the passengers may be required to change their trains. Looking, moreover, at the language of the section, it appears not to prohibit, expressly or impliedly, a change of carriages. It provides that all passenger railway companies of the class to which the defendants belong shall, "by means of one train at the least, to travel along their railway from one end to the other of each trunk, &c., belonging to or leased by them, so long as they should continue to carry other passengers over such trunk, &c., once at least each day on every week day . . . provide for the conveyance of third-class passengers to and from the

(a) Sect. 6.—"Whereas it is expedient to secure to the poorer class of travellers the means of travelling by railway at moderate fares and in carriages in which they may be protected from the weather; be it enacted, that on and after the several days hereinafter specified, all passenger railway companies . . . shall by means of one train at the least to travel along their railway, from one end to the other of each trunk, branch, or junction line belonging to, or leased by them, so long as they shall continue to carry other passengers over such trunk, branch, or junction line once, at the least, each way on every week day . . . provide for the conveyance of third-class passengers to and from the terminal and other ordinary passenger stations of the railway, under the obligations contained in their several Acts of Parliament, and with the immunities applicable by law to carriers of passengers by railway; and also under the following conditions, i.e.:

Such train shall start at an hour, to be from time to time fixed by the directors, subject to the approval of the Lords of the Committee of Privy Council for Trade and Plantations;

Such train shall travel at an average rate of speed, not less than twelve miles an hour for the whole distance travelled on the railway, including stoppages;

Such train shall, if required, take up and set down passengers, at every passenger station which it shall pass on the line;

The carriages in which passengers shall be conveyed by such train shall be provided with seats, and shall be protected from the weather in a manner satisfactory to the Lords of the said Committee;

The fare or charge for each third-class passenger by such train shall not exceed one penny for each mile travelled. Each passenger by such train shall be allowed to take with him half-a-hundredweight of luggage, not being merchandise or other articles carried for hire or profit, without extra charge; and any excess of luggage shall be charged by weight at a rate not exceeding the lowest rate of charge for passengers' luggage by other trains;

Children under three years of age accompanying passengers by such train shall be taken without any charge, and children of three years and upwards, but under twelve years of age, at half the charge for an adult passenger.

Sect. 8.—Provided always, and be it enacted, that except as to the amount of fare or charge for each passenger by such cheap trains, which shall in no case exceed the rates hereinbefore in such case provided, the Lords of the said Committee shall have a discretionary power, upon the application of any railway company, of dispensing with any of the conditions hereinbefore required in regard to the conveyance of passengers by such cheap trains as aforesaid, in consideration of such other arrangements, either in regard to speed, covering from the weather, seats, or other particulars, as to the Lords of the said Committee shall appear more beneficial and convenient for the passengers by such cheap trains under the circumstances of the case, and shall be sanctioned by them accordingly; and any railway company which shall conform to such other conditions as shall be so sanctioned by the Lords of the said Committee shall not be liable to any penalty for not observing the conditions which shall have been so dispensed with.

terminal and other ordinary passenger stations of the railway," subject to certain conditions which have no reference to the question now under consideration. It would appear, then, that all that a railway company is required to do is to "provide for the conveyance" of third-class passengers to and from the stations mentioned, and it is, we think, clear that these words may be complied with whether there is a change of carriages or not.

The second point decided by the court was that the exemption from duty mentioned in sect. 9 applied to all the fares of a "cheap train" which did not exceed the Parliamentary rate, although the tickets and carriages are not described as third-class tickets and carriages. This part of the decision will also, it is thought, be generally acquiesced in. Sect. 9 provides that "no tax shall be levied upon the receipts of any railway company from the conveyance of passengers, at fares not exceeding one penny for each mile by any such cheap train as aforesaid." This language is general enough to apply to all passengers, at the given rate by "a cheap train," of whatever class and, bearing in mind that the object of these provisions is merely "to provide for the conveyance" of the poorer classes on advantageous terms, it can scarcely be held that a train loses that character by the absence of third-class carriages. "It is easy to see," said AMPHLETT, B., in delivering the judgment of the court, "that this construction may enable companies to claim exemption for the fares of passengers not within the purview of the Act." It is submitted, however, that this danger is not a very serious one, as it must be remembered that where there are no third class carriages, the company are compelled to forego their second class fares, and it can hardly be supposed that they would be willing to do this in order to avoid the duty, where there was much second-class traffic.

With respect to the third branch of the decision, viz., that no train which does not stop at every ordinary passenger station between the terminal stations, *prima facie* is a cheap train within the meaning of the Act, this appears to be clear from the words of sect. 6. The judgment, however, goes on to decide that it is beyond the power of the Board of Trade to dispense with this requisite; it is submitted that the reasons given for this portion of the decision are not satisfactory, and that the dispensing power given by sect. 8 must be construed to extend to this as well as other conditions. The court state that, in their opinion, "it is confined to the condition (expressly so called) at the end of the clause, and does not extend to the requirements in the previous part of the clause, which appear to constitute the essential definition of a cheap train under the Act." It seems very difficult, however, in view of the object and scope of these provisions, to believe that the stopping at ordinary stations is a more essential requisite of a "cheap train" than some of those contained in the conditions with which, by the words of the section, the board may dispense, such as the carriages being provided with seats, and being protected against the weather, or the speed at which such trains are to travel. This power, it is true, is only to be exercised where the substituted arrangements appear "more beneficial and convenient for the passengers," but it is easy to conceive cases in which it might be advantageous to them for the trains not to stop at every ordinary passenger station. With reference to the third condition, which enacts that a cheap train "shall, if required, take up and set down passengers at every passenger station which it shall pass on the line," the court held that it must refer to stations "other than the ordinary passenger stations before mentioned, such as those which are sometimes established for the convenience of private individuals." It is conceived that this is a strained construction of the section, and it certainly will bear a far different interpretation. In the first place, it may be observed that the words of the condition are not identical with those in the earlier portion of the section; the condition provides for taking up and setting down at every passenger station, while the former clause merely refers to the conveyance to and from the terminal and other ordinary passenger stations. The latter words might be taken to mean that a passenger must either be taken up or set down at a terminal station, while the former clearly show that he may travel between any of the intermediate ones. It would appear, therefore, that the object of this condition is merely to state particularly what has been stated by way of general description in the former part of the clause, and that, in both cases, the ordinary passenger stations are referred to. The court, as we have seen, thought that the condition must refer to stations "other than the ordinary passenger stations," and they appear to base their opinion partly on the apparent inconsistency which would arise from considering the early part of the section, and the condition to refer to the same stations, inasmuch as the former states inferentially that the trains shall stop at the ordinary stations, while the latter enacts that they shall, if required, do so. The view we have above taken, however, does away with any such inconsistency, for, treating the former part of the clause as mere general description, there is nothing unusual in finding it reproduced in the condition subject to the above limitation.

In support of the view that the third condition refers to the ordinary passenger stations, it may be observed that it is improbable that the Legislature could have intended that cheap trains, which are expressly for the accommodation of the poorer

classes, should stop at stations established for the convenience of a private individual or particular works, or for the accommodation of persons attending a market. It is submitted that such a construction is contrary to the intention of the Act, and that, therefore, there ought to be very strong words to induce us to accept it. The words of the third condition are, however, as we trust we have shown, susceptible of a different meaning, and we submit that that meaning ought to have been adopted as being more in accordance with the general scope of the Act.

If our view of the construction of the condition be the correct one, it follows that the powers conferred on the board by sect. 8 enable them to dispense with the necessity of stopping at every ordinary passenger station in those cases in which it appears to be for the convenience of third-class passengers to make such an alteration.

Error is now pending upon the judgment of the Court of Exchequer, and, whether reversed or not, it seems certain that the poorer class of railway travellers must suffer from the action which the railway companies are taking in consequence of the decision. Two of them, the London and North Western and the Great Western, owning, it is said, between them nearly 3000 miles of railway, have issued a notice that after the 1st inst. 5 per cent. (the amount of the Government duty under 5 & 6 Vict. c. 79) will be added to all third-class fares, except in respect of genuine Parliamentary trains stopping at every station.

We venture to think that this step should have been delayed until the result of the appeal is made known, for it is obvious that if the Exchequer Chamber should reverse the decision of the court below, the third-class passengers on these lines, who will have had to pay increased fares, merely on account of the decision, will have no means of recovering them back. The injustice of this is apparent, and it may be greatly extended in the not improbable event of the other great railway companies adopting a similar course.

THE LAW OF ANCIENT LIGHTS.

THE law of ancient lights is a branch of law which is not unfrequently discussed, in one form or another, by courts of equity, and this fact, irrespective of any reasons based upon the grounds of general utility, which are applicable in the case to which we are about to refer, is sufficient excuse, if any were needed, for a reference to a recent case reported in the LAW TIMES Reports of Oct. 17, namely, that of *Aynsley v. Glover*. Our readers are probably aware that the decisions of courts of equity have not always been strictly consistent in cases involving rights to an easement claimed under peculiar circumstances similar to those to which we are about to call attention. Hence it is gratifying, not only to the Profession, but to the public at large, to find a case in which the learned Judge has carefully weighed the rival and inconsistent authorities, discussed the points in dispute in all their bearings, and ultimately given a decision which states the law clearly and emphatically. Such a case is that of *Aynsley v. Glover*. The facts present no difficulty. The plaintiffs applied for an injunction to restrain defendant from building on his land in such a way as to interfere with their lights. The question to which we wish to direct attention, and which was decided by the Master of the Rolls, was whether a right to an injunction is affected by the circumstance that he has altered the quantity of access of light.

Two cases were relied on to support the negative of this proposition, viz., those of *Heath v. Bucknall* (L. Rep. 8 Eq. 1; 20 L. T. Rep. N. S. 549) and *Jackson v. Duke of Newcastle* (10 Jur. N. S. 688). The House of Lords had already disposed of a somewhat similar case (*Tapling v. Jones*, 11 H. L. Cas. 290). Plaintiff, whose house had an ancient window on each floor, altered the windows in the two lower floors. He then built two new storeys to his house; the defendant, an owner of adjoining premises, built a wall which interfered with plaintiff's lights, thereupon the plaintiff brought his action. The House of Lords decided unanimously in favour of the plaintiff.

In delivering his opinion, Lord Chancellor Westbury observed, "Suppose that the owner of a dwelling-house . . . with an absolute and indefeasible right to certain access of light, opens two other windows, one on each side of the old window, does the indefeasible right become thereby defeasible? By opening the new window he does no injury or wrong in the eye of the law to his neighbour, who is at liberty to build up against them, so far as he possesses the right of building on his land; but it must be remembered that he possesses no right of building so as to obstruct the ancient window, for to that extent his right of building is gone by the indefeasible right which the statute has conferred." His Lordship having expressed his dissent from the reasoning on which the decisions in *Renshaw v. Bean* and *Hutchinson v. Copestake* were founded, remarks that "the opening of the new windows is in law an innocent act, and no innocent act can destroy the existing right of the one party, or give any enlarged right to the other, namely, the adjoining proprietor." If we now turn to the case of *Heath v. Bucknall*, which was decided in 1869, we shall there find that the Master of the Rolls, Lord Romilly, limited the application of *Tapling v. Jones* to the right of the

owner of the dominant tenement under the circumstances to recover damages at law. In the course of his judgment his Lordship gave a short summary of the changes which the doctrine of ancient lights had undergone in the few years before 1869. "First," says his Lordship, "it was held that the slightest alteration of an ancient light deprived the person claiming the easement of his right altogether. Then I held in *Cooper v. Hubbuck* that the alteration of the light did not deprive him of the right he had originally enjoyed, and that by restoring his windows to their original size he preserved his right." The equity of such an alteration of the law as that to which his Lordship here alludes is at once apparent; and it seems equally manifest to us that progression in the same direction would give an affirmative answer to the proposition now under discussion. But let us see what his Lordship understood to be the state of the law. Having pointed out the change, to which allusion has been made, and admitted as an axiom that a court of equity will grant an injunction to restrain any interference with a right to light and air which could be punished at law by the infliction of damages; he goes on to say: "but where the owner of the ancient light so deals with it as essentially to alter its character, to convert it into a different easement over his neighbour's land, and one which prevents him from enjoying his property as he might have done at any time before the ancient lights were so altered, then I am of opinion that the owner of the servient tenement is not debarred from the enjoyment of his land as heretofore." (This, it will be observed, is a statement of a very elementary principle of law.) "If however, in obtaining such enjoyment he unavoidably interferes with the ancient light of the owner of the dominant tenement, then the only compensation which the owner can obtain is in the shape of damages. He is still entitled to compensation for the obstruction of that which he formerly enjoyed; but by reason of his own act, he has deprived himself of the right to call a court of equity to assist him." The distinction thus drawn is clear enough, and is apparently based on the well known maxims of equity: "He that comes into equity must come with clean hands;" "He that seeks equity must do equity." *Jackson v. Duke of Newcastle* demands but a very cursory notice, as it cannot now be accepted as good law on two grounds: first, the decision there given is at variance with the decision of a court of equal jurisdiction (*Yates v. Jack*, L. Rep. 1 Ch. 295; 14 L. T. Rep. N. S. 151); and, secondly, the present learned Judge of the Rolls Court has condemned it.

Before leaving these cases let us turn to that of *Staigt v. Burn* (L. Rep. 5 Ch. 163; 22 L. T. Rep. N. S. 831), where Lord Justice Giffard examines that part of the law of ancient lights with which we are now engaged. There the defendant built a wall whereby the plaintiff's ancient lights were interfered with; but the plaintiff at the same time by enlarging his own premises diminished the light coming to his own windows by shutting off some of the light. Defendant's counsel maintained that the plaintiff under the circumstances was precluded from obtaining relief in equity, on the authority of *Heath v. Bucknall*. His Lordship met this with several objections. That case was decided upon its particular circumstances; nor does it by any means support the proposition that a plaintiff, who, according to *Tapling v. Jones*, has clear legal rights, cannot come to a court of equity and get protection for those rights. "I take the course of this court to be," observes his Lordship, "that when there is a material injury to that which is a clear legal right, and it appears that damages, from the nature of the case, would not be a complete compensation, this court will interfere by injunction." This decision was given in 1869. Thus it will be seen that Sir George Jessel had no lack of decisions and dicta when the case of *Aynsley v. Glover* came before the court. His Honour's difficulty was, not to find cases bearing upon the point that awaited his decision, but to find some reliable principle, some rule consistently acted upon, in the variety of cases already decided. Such a principle and such a rule the learned judge failed to discover; but he took the opportunity of setting out in an elaborate judgment the law upon which the court would act, thereby providing a more certain criterion for the future. "It is very greatly to be lamented," says His Honour, "that the views of the various branches of the Court of Equity have differed so immensely upon this question of ancient lights. I wish to state my own views clearly, so that if they are wrong they can be corrected elsewhere, and if they are right they may serve as a good guide for the future."

We shall now give a brief summary of his Honour's reasoning. Even supposing the case of *Heath v. Bucknall* to be a good one, and the only authority, it would be a very difficult thing to say the plaintiff was not entitled to his injunction. That case went to show "that when the plaintiff has altered his ancient lights materially, and in such a manner that the defendant cannot obstruct the additional or new lights without to some extent obstructing the ancient lights, so that by reason of the alteration the plaintiff must in time, that is in twenty years, gain a right to the new lights similar to that which he enjoyed as regards the ancient lights." And courts of equity will not grant plaintiff an injunction, for an injunction will not only preserve the old lights, but be the means of enabling him to acquire a new easement. This case, however, was overruled by the case of *Staigt v.*

Burn, where the decision of Lord Justice Giffard amounts, in the opinion of Sir G. Jessel, to a decision to this effect: That whether by alteration of the windows themselves, i.e., by adding new lights immediately adjoining, or by adding new lights close to the old windows, the plaintiff has altered the quantity of access of light; yet *Tapling v. Jones* is an authority that plaintiff is still entitled to damages at law for any injury done to the ancient lights, and that being so entitled, if his case is otherwise one in which a court of equity would grant an injunction, this title to that injunction is not affected by the circumstance either that he has added to the window, that is, the ancient lights themselves, or made new windows in close proximity to the ancient windows. Such was his Honour's view of the decision, and he felt that he could not accept *Heath v. Bucknoll* as a sound statement of the law in face of Lord Justice Giffard's decision. It may now be taken as settled that wherever an action for really substantial damages can be maintained at law upon the

obstruction of ancient lights, an injunction will generally be granted in equity; in short, the principles contained in *Staigh v. Burn* are confirmed by *Aynsley v. Glover*.

It is quite needless for us to debate upon the advantages that must accrue from having such conflicting points as these settled, more especially when the ultimate decision tends to put an end to embarrassing distinctions which, in spite of the charms such distinctions may have to minds that have too great a love for refining, must make law more involved and obscure. We must, therefore, praise each and every attempt made by the Judges of the land to reduce the chaotic mass of decisions into something like a system; and it is on this ground that all who take an interest in legal reform owe their thanks to the Master of the Rolls.

We have received the very useful and popular Diaries of Messrs. Partridge and Cooper for 1875. They are in every respect up to the standard of previous years.

SOLICITORS' JOURNAL.

MR. JUSTICE DENMAN while presiding at Warwick, at the winter gaol delivery there, severely condemned the practice of police superintendents conducting prosecutions, and expressed the opinion that the due administration of justice, especially in the more serious class of offences, would be better secured by the employment of solicitors to prosecute. It is well known that it is often the aim of the police to secure a conviction or committal at almost any price, that is to say, while their desire should simply be to secure the enforcement of justice between the parties, the very nature of their duties leads them to assume the guilt of an accused person and act accordingly; but his Lordship no doubt had other reasons operating on his mind inducing the objection which he is reported to have taken. Superintendents of police have usually no knowledge of the law of evidence, and the mode in which examination and cross-examination of witnesses should be conducted. We trust that his Lordship's observation will receive due attention in the proper quarter. The learned judge also complained strongly of the illegible depositions in a Coventry manslaughter case, and wished it to be known that judges had the power to fine magistrates' clerks for inaccurate or illegible depositions. He added that he should fine any clerk in any county where such unsatisfactory depositions were returned. We understand that the state of the depositions in questions left the impression that they were copied by an incompetent clerk. Whether magistrates' clerks are paid by salary or by fees there is no excuse for such complaints, which, however, we are content to believe are of an exceptional character.

As we announced in our last issue, the Right Honourable the Lord Mayor of the City of London will preside at the anniversary festival of the Solicitors' Benevolent Association, to be held next May. In our issue of the 21st Nov., we commented on the observations of Mr. Burton, made at a meeting of the Association, at Leeds, in regard to the issue of invitations to members of the Bar, to attend the annual banquet, and contribute to the funds of the Association. We feel very strongly on this important question, and though we cannot hope to find every member of the society, in our branch of the Profession agreeing with our views, we firmly believe that they are acquiesced in by a very large majority of the solicitors practising in England and Wales. While, therefore, we would not if we could depreciate the services rendered to the association by the distinguished judges (ten in number) who have since the association was instituted in 1858, from time to time presided at the annual festivals; yet we welcome the announcement that a solicitor in the person of the Right Honourable David Henry Stone will preside on the next occasion. His Lordship has been a member of the Association since its foundation, and it may not be generally known that a solicitor (the late Mr. David Williams Wire, who was at the time also Lord Mayor of London) presided at the very first festival, which took place in 1859. Again, in 1864 the late Mr. Thomas Harrison, solicitor (then deputy chairman of the board), presided at the banquet given in that year. The present Lord Mayor, in addition to being an annual subscriber, appears also to have been a donor to the funds, and to have acted as a steward at an anniversary festival. His Lordship has, there-

fore, evinced a deep concern for the welfare of the association, and we doubt not that when the next festival comes round, he will be properly supported by those whose circumstances enable them to give that material support to a charity the objects of which must commend themselves to every well-disposed member of our Profession.

THE *Albany Law Journal* (N.S.), in commenting on our observations published in a recent issue on the subject of "Devising at the Bar," observes, "We are told of numbers of lawyers who advise in cases, and at the last moment desert their clients. If this picture is correctly drawn, we sympathise sincerely with the English client and condemn severely the English barrister, although he may be the slave of a most pernicious system of professional ethics and etiquette." The fact that in America every field of labour connected with the legal profession, is open to all its members, no doubt in a measure induces on the part of our contemporary, a severer criticism than would follow if our system was better understood. We cannot, however, for one moment defend "devising at the Bar." For counsel or their clerks to hand over briefs to whom they please is out of the question, and opens the door to many irregularities.

AMONG our reports of County Court cases, heard during the past week, is one in which a learned judge refused, in very emphatic terms, to allow a person who had been on the Rolls, to appear as an advocate. It is true his Honour had no alternative, but we understand that he is to be counted among those who discountenance any attempt by unqualified persons to act as advocates. If a person who has been struck off the Rolls was permitted to appear as clerk for another attorney, the act of the Superior Court in striking the attorney's name off, would, in many instances, be a mere farce. We regard the attempt in question as a contempt of court, and it is to be regretted that the learned judge did not treat it as such. To make an example in such a case would have a very beneficial effect in many quarters, among those to whom the dignity of these courts, slowly but surely rising into greater importance every day, is not in any way more considered than the interests of the suitors who are foolish enough to entrust their matters to such irresponsible persons. The solicitor who appeared for one of the parties in the cause, had a simple but imperative duty to perform, which he discharged in a manner which will meet with the entire approval of the Profession.

"A GENERAL agent and accountant" writes as follows to a member of the Profession: "I feel anxious to avoid any infringement of the new law. I should feel very much obliged if I could beg a copy of the Act from you, or if that course is against your rules, please inform me what is the best course for me to adopt to obtain a copy. Your kind consideration of this little matter will be a great favour to me." It would be well if the example afforded by the above was more generally followed.

A SOLICITOR calls our attention to the fact that Mr. Fooks Woodforde (when presiding at the Ilkeston County Court) complained of a solicitor appearing before him without his robes. It seems that his Honour has lately issued regulations on the subject, and we are quite of opinion that as a

rule solicitors should enforce among themselves such a very important requirement. Of course the interests of suitors must not suffer by its non-observance, as, for instance, by a judge refusing to hear a solicitor not properly attired, but we trust that all the learned judges of County Courts will follow Mr. Woodforde's example, and insist on the observance of so salutary a rule.

It may not be generally known that all lawyers in the Argentine Republic are styled "Doctor," and there is no such division in the Profession as exists in this country, members of a firm devote themselves to particular fields of professional labour, such as advocacy and chamber work, similarly to the practice which obtains in the United States of America.

We believe that with three exceptions the Registrars of District Registries of Her Majesty's Court of Probate (forty in number), are solicitors, and we are glad to notice that in the second report of the Legal Department Commission, a proposal is entertained for extending the powers of registrars of County Courts in the smaller probate business. This power as it at present exists is conferred by an Act passed in 1873 (36 & 37 Vict. c. 52). We see no reason why a system cannot be introduced by which County Court registrars should have limited jurisdiction in all ordinary grants of probate and letters of administration.

THERE are few solicitors who are satisfied with the system of taking evidence as it has long existed in the office of examiners of the High Court of Chancery. Confirmation of the generally expressed dissatisfaction is found in the opinions of several eminent solicitors given before the commissioners appointed to inquire into the administrative departments of the courts of justice. We reproduce them for the information of the Profession:

Mr. Rowcliffe and Mr. Crossman would abolish examiners.

Mr. Briscoe—"Of course the examiners will be done away with."

Mr. Freshfield would do away with existing arrangement.

Mr. Ryland thinks present system sufficient, but number of examiners not enough.

Mr. Francis—"As regards the examiner, I should say do away with him altogether." All cross-examination should be in open court.

Mr. Roscoe—"You are better without him altogether."

Mr. Handson would "be glad to see that office abolished."

Mr. Milne does not "think that their way of taking evidence is satisfactory."

Mr. Burton—"The most inefficient style of taking evidence that was ever introduced."

With the exception of Mr. Ryland all agree in condemning the present practice.

NOTES OF NEW DECISIONS.

ACTION FOR NEGLIGENT CONDUCT OF PROCEEDINGS IN BANKRUPTCY—DEFENDANT NOT AN ATTORNEY—EMPLOYMENT OF ATTORNEY BY DEFENDANT—WHETHER DEFENDANT OR ATTORNEY LIABLE—PROCEEDINGS OF UNCERTIFICATED ATTORNEY.—Proceedings taken by an uncertificated attorney, are not, as affects his client, deemed void or irregular. If an unprofessional man undertake to conduct legal proceedings for another, he is liable to that other for negligence, although he may have employed an attorney to do part of the work. B., being in difficulties, employed the defendant to take him through the

county Court in bankruptcy for reward. A petition for liquidation, signed by an uncertificated attorney, was filed, and the plaintiff was appointed trustee; the defendant partly employing an attorney in the matter. The necessary notices or the meeting of creditors not having been inserted in the *Gazette*, the registrar refused to register the proceedings, which became inoperative, so that B. was forced to pay debts which would otherwise have been barred: Held, that the defendant was liable to the plaintiff, and a County Court judgment to the contrary effect reversed: (*Brown v. Tolley*, 31 L. T. Rep. N.S. 485. C.P.)

TRESPASS—KICK OF A MARE BY HORSE THROUGH WIRE FENCE—WHETHER DAMAGES TOO REMOTE.—The plaintiff's mare and the defendant's horse (being a stallion) were separated by a wire fence, through which the horse of the defendant bit, kicked, and damaged the mare of the plaintiff: Held, first, that this was a trespass by the defendant; and, secondly, that the damage to the plaintiff's mare was not too remote, and a judgment of a County Court Judge, being to the contrary effect upon both points, reversed upon appeal: (*Ellis v. Loftus Iron Company*, 31 L. T. Rep. N.S. 483. C.P.)

ACTION FOR SEDUCTION—REMITTER TO COUNTY COURT—DISCRETION OF JUDGE.—Before the court will review the discretion of a judge in remitting an action to the County Court, on the plaintiff failing to give security for costs, it must be very clearly shown that the judge wrongly exercised such discretion. An action for seduction was remitted to the County Court by a judge at chambers, under sect. 10 of the County Courts Amendment Act 1867, by which the judge has power to remit such action to the County Court on the application of the defendant, unless the plaintiff shall give security for costs, or "satisfy the judge that he has a cause of action fit to be prosecuted in a Superior Court." The plaintiff deposed that he was advised that it was expedient, as a matter of law, that the action should be tried in a Superior Court. The court was equally divided in opinion as to whether the discretion of the judge had been rightly exercised, but refused a rule to review it. (*Rippon v. Joyce*, 31 L. T. Rep. N.S. 475. C.P.)

LUNACY OF WIFE—PROVISION BY MARRIAGE SETTLEMENT—PROVISION BY HUSBAND'S WILL—PRIMARY FUND FOR MAINTENANCE OF LUNATIC.—The husband of a lunatic entitled under her marriage settlement to considerable property, by his will devised real and personal estate to trustees, the whole or such part as the trustees should think fit, of the annual income to be for the clothing, board, lodging, maintenance, ease, and support, or otherwise for the personal and peculiar benefit and comfort of the wife during her life, "and in such proportions and manner in all respects as the trustees should think most conducive to her comfort." Held, that the testator's estate was the primary fund for the maintenance of the wife, but was not liable to pay the expenses of the lunacy or the travelling expenses of the committees: (*Gisborne v. Gisborne*, 31 L. T. Rep. N.S. 472. V.C.H.)

DEMURRER—MINES—METHOD OF WORKING—FLOODING MINES ON LOWER LEVEL.—The owner of a mine beneath a river proposed to work the coal in a manner which the lessees of a mine lower on the dip alleged would cause the bed of the river to give way, and the river to break in and flood both mines. The latter filed a bill to restrain the former, who demurred, on the ground that the plaintiff has no right to interfere with the natural working of the mine. Held, that the plaintiff was, on the statement of the bill, entitled to relief, and that the demurrer must therefore be overruled: (*Crompton v. Lee*, 31 L. T. Rep. N.S. 469. V.C.H.)

PRACTICE—PARTITION SUIT—FORM OF DECREE.—The practice of the court in ordinary administration suits to proceed with a sale before the finding by the chief clerk's certificate of the inquiries directed by the decree is not applicable to suits instituted under the Partition Act of 1868, in which cases the provisions of the statute must be strictly followed. By the decree made on the hearing of a suit for partition an inquiry (*inter alia*) was directed as to whether it would be beneficial for all parties interested in or entitled to the property that a sale should be made, and if it should be so found beneficial, then it was ordered that the property should be sold. A sale was forthwith proceeded with, and a purchaser objected to the title on the ground (amongst others) that the sale was made before the chief clerk had made his certificate in answer to the inquiry directed by the decree. Held, that the sale was irregular, and that the purchaser was entitled to be discharged from his contract: (*Powell v. Powell*, *Ex parte Umfreville*, 31 L. T. Rep. N.S. 477. V.C.B.)

ARBITRATION—AWARD—LIMIT OF TIME FOR COMPLAINING.—The last day of term is too late for making complaint of corrupt or undue

practice in making an award on an arbitration under 9 & 10 Will. 3, c. 16, s. 2. Serving notice of motion to set aside the award is making complaint within the meaning of the Act. *Harvey v. Shelton* (7 Beav. 455) not followed. A corporation previously to applying to Parliament for a special Act, served the usual preliminary notice on A., a landowner, informing him that his property, or some part of it, might be required for the purposes of their undertaking. The schedule to the notice described his property by reference to the numbers on the deposited plans, and contained the following note: "Property in the line of the proposed work, as at present laid out (including property any part of which is within eleven yards or thereabouts, of the centre line of such proposed work, as delineated on the plan)." The special Act authorised the corporation to take such of the lands described on the deposited plans as they required for the purposes of their undertaking. The corporation then gave A. the usual notice to treat for a strip of land, thirty-three yards wide, in the centre line of the proposed work, being part of the property comprised in the former notice. The whole of the strip was within the limits of deviation. Held (affirming the decision of Malins, V.C.), that the corporation had not exceeded their powers in taking more than eleven yards on each side of the centre line: (*Jacom v. The Corporation of Huddersfield*, 31 L. T. Rep. N.S. 466. Ch.)

PARTNERSHIP—ONE OF SURVIVING PARTNERS—EXECUTOR OF DECEASED PARTNER—PARTNERSHIP ACCOUNTS—RETAINER.—Testator had been in partnership with A. and B., and on the partnership being wound-up he was found to be indebted in a large sum to A. and B. He entered into another partnership with them, and on his death there was a sum due to him on the second partnership. He appointed A. as his executor: Held (affirming the decision of Vice-Chancellor Hall) that A. had a right to retain the debt due from himself and B. on the second partnership, in part satisfaction of the debt due from the testator to them on the first partnership. A right of retainer at law is not confined to legal debts, but extends also to equitable debts which can be ascertained at law: (*Re Morris's Estate*; *Morris v. Morris*, 31 L. T. Rep. N.S. 491. Chan.)

HEIRS AT LAW AND NEXT OF KIN.

GIBBS (Wm.), 5 Surrey-place, Rotherhithe, Surrey, gentleman, heir at law and next of kin, to come in by the 15th Jan., at the chambers of the M. B. Jan. 25; at the said chambers, at two o'clock, is the time appointed for hearing and adjudicating upon such claims.

MORETON (Samuel Holland), William Brown-street, Liverpool, and Thornton Haugh, Chester, attorney-at-law, heir at law to come in by the 10th Jan., at the chambers of the M. B. Jan. 29, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claims be sooner appear.]

ULPH (John Birt), St. Ives, Hunts, ironmonger. **DOULTON** (Henry), Lambeth, Surrey, Esq., and **GABER** (Benjamin Leppard), Paternoster-row, London, Esq.; thirteen dividends on the sum of £364 3s. Three per Cent. Annuities. Claimant, Henry Doulton.

APPOINTMENTS UNDER THE JOINT STOCK WINDING-UP ACTS.

LONDON AND COUNTY TRAMWAYS COMPANY (LIMITED). Creditors to send in, by Jan. 15, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Chas. L. Nichols, 1 Gresham-buildings, Basinghall-street, London, the official liquidator of the said company. Jan. 29, at the chambers of V. C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.
BUTLER (Thos.), Metropolitan Meat Market, London, meat salesman. Jan. 14; E. J. Layton, solicitor, 29, Budge-row, Cannon-street, London. Jan. 25; V.C.M., at twelve o'clock.

CATTELL (Wm.), Swavesey, Cambridge, gentleman. Jan. 15; E. Foster, solicitor, 28, Green-street, Cambridge. Feb. 1; V.C.B., at twelve o'clock.

GRANVILLE (Walter L.B.), Ivy House, Hampton Court, Middlesex, and 23, Martin's-lane, Cannon-street, London, architect and surveyor. Jan. 24; Symson, Warner, and Turner, solicitors, 7, Golden-square, Middlesex. Feb. 2; V.C.M., at twelve o'clock.

GRANVILLE (Thos. J.), Red Cross-street, London, and Florence Villa, Court-hill, Lewisham, Kent, carver and grider. Jan. 30; J. Barrett, solicitor, 5, Leadenhall-street, London. Feb. 15; V.C.H., at twelve o'clock.

HALL (Mary A.), 509, Wandsworth-road, Surrey, widow. Jan. 18; Wm. Dudley, solicitor, 1, Southwark-bridge-road, Surrey. Jan. 30; M. R. at twelve o'clock.

HOGGARTH (Thos. S.), Preston, letterpress printer. Jan. 15; E. Walker, solicitor, Town Clerk's Office, Southampton. Jan. 30; M. R. at twelve o'clock.

HUGGINS (Henry), Gordon House, Kentish Town, Middlesex, Esq. Jan. 11; A. Watson, solicitor, 12, Fenchurch-street, London. Jan. 18; V.C.M., at twelve o'clock.

LAMB (Jas. G.), Curtain-road, Shoreditch, Middlesex, cabinet maker. Jan. 8; H. J. Liggins, solicitor, 10, Finsbury-place, South London. Jan. 15; V.C.M., at twelve o'clock.

L'AMIE (Maria), Loughborough-road, Brixton, Surrey, widow. Jan. 11; H. W. Christmas, solicitor, 22, Walbrook, London. Jan. 25; V.C.H., at twelve o'clock.

PAGE (Henry), Bassett, Southampton, solicitor. Jan. 11; Jas. J. Darley, solicitor, 86, John-street, Bedford-row, Middlesex. Jan. 21; V.C.H., at twelve o'clock.

RYMILL (Louis), Milbourne Lodge, Upper Richmond-road, Putney, Surrey, widow. Jan. 12; H. R. M. Belward, solicitor, 5, Southampton-street, Bloomsbury, Middlesex. Jan. 21; V.C.M., at twelve o'clock.

SESE (Edward), formerly of Thorn-place, Ealing, late of 81, Lancaster-road, Notting-hill, Middlesex, gentleman. Jan. 6; J. Holmes, solicitor, 34, Clements-lane, Lombard-street, London. Jan. 17; V.C.H., at twelve o'clock.

SIMS (Thos.), Harrow Lodge, 7, St. John's Wood-road, Middlesex, Esq. Jan. 15; J. C. Tompkins, solicitor, 18, York-place, Portman-square, London. Jan. 29; M. R. at twelve o'clock.

SLESSOR (Capt. Edwd. A.), R. A. Meen Meer, Punjaub, India. May 1; Shephard and Sons, solicitors, 32, Finsbury-circus, London. June 16; V. C. M., at Twelve o'clock.

SMITH (Henry G.), Greenwich, Kent, merchant. Jan. 9; Wm. H., Haycock, solicitor, 4, College-hill Cannon-street London. Jan. 14; V. C. M., at twelve o'clock.

TADD (Peter), Polroan, Llaneglo by Fowey, Cornwall, shipowner. Jan. 20; Thomas Commins, solicitor, Bodmin. Feb. 8; M. R. at eleven o'clock.

TIPPER (Elizabeth), Richmond-road, Hackney, Middlesex, widow. Jan. 15; Wm. Horsley, jun., 2, Gresham-buildings, Basinghall-street, London. Jan. 25; V.C.M., at twelve o'clock.

WILLIAMS (John), St Martin's-gate, Worcester, maltster. Jan. 15; Geo. T. Miller, solicitor, Worcester. Jan. 29; V.C.H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

ANSTIE (Dr. Francis E.), 16, Wimpole-street, Cavendish-square, Middlesex. Jan. 16; Vizard and Co., solicitors, 55, Lincoln's-inn-fields, Middlesex.

ARMSTRONG (Geo.), 27, Wynne-road, Brixton, Surrey, and 15, Great Marlborough-street, Middlesex, dentist. Jan. 15; J. Mason, solicitor, 5, Maddox-street, Regent-street, Middlesex.

BENJAMIN (Benjamin), 22 and 24, Glasshouse-street, Middlesex, curiosity dealer. Jan. 16; Lumley and Lumley, solicitors, 15, Old Jewry-chamber, Old Jewry, London.

BERRY (Mrs.), 49, Alexandra-road, Southport, Esq. Feb. 10; Whitely and Maddock, solicitors, 6, Water-street, Liverpool.

BLAGG (William), Scarrington, Notts, farmer. Feb. 1; Freeth and Co., solicitors, Nottingham.

BOON (George William), Burgh St. Peter, Norfolk, farmer. Feb. 1; William Holt, solicitor, Great Yarmouth.

BOYES (Benjamin), 1, Hayes-court, Newport Market, Middlesex, and 40, Kennington Park-road, Surrey, baker. Jan. 20; Diebly and Liddle, solicitors, 1, Circus-place, Finsbury-circus, London.

BULL (Edwin), formerly of 16, Holles-street, Cavendish-square, Middlesex, architect, late of Bloemfontein, Orange States, South Africa. April 6; Underwood and Colman, solicitors, 13, Holles-street, Cavendish-square, London.

BURGES (Daniel), Bristol, town clerk. Jan. 31; T. Burges, solicitor, 1, South-square, Gray's-inn, London.

CARDWELL (Ellen), Blackburn, spinster. Dec. 31; L. and W. Wilkinson, solicitors, 75, Ainsworth-street, Blackburn.

CRESSINGHAM (Jonah), The Grove, Carshalton, Surrey, Esq. Jan. 11; Cookson and Co., solicitors, 6, New-square, Lincoln's-inn, London.

CROOKES (Austin), Sheffield, gentleman, formerly saw and steel merchant. Jan. 5; Burdick and Co., solicitors, Norfolk-street, Sheffield.

DARE (Thos.), 2, Oregon-terrace, Peckham Rye, Surrey, gentleman. Feb. 9; Jones and Co., solicitors, 190, Tooley-street, Southwark.

DAWSON (Jas. H.), Rise Abby Wood, Kent, and 2, Billiter-square, London, shipping and insurance agent. Feb. 1; H. Ramsden, solicitor, 150, Leadenhall-street, London.

DOLPHIN (Jas.), Frome, Somerset, Esq. Jan. 20; Bell and Co., solicitors, 9, Bow Church-yard, London.

DOUGLAS (Anne), formerly of Weston-super-Mare, te of 1, Kensington-place, Clifton, widow. Feb. 18; G. A. Crawley and Arnold, solicitors, 20, Whitehall-place, Westminster.

DOWNING (Thos.), Pond-street, Sheffield, brass founder. Jan. 5; Burdick and Co., solicitors, Norfolk-street, Sheffield.

DRAKE (John J.), Winswood, Crediton, Devon, Esq. Jan. 31; Drake and Son, solicitors, 3, Cloak-lane, Cannon-street, London.

DREWITT (Richard), Upper House, Lewes, Sussex, trainer of race horses. Feb. 10; Friday and Co., solicitors, 27, Sackville-street, Piccadilly, Middlesex.

EVERARD (Christopher S. B.), Dunn-cottage, Barking-road, Westham, Essex, house agent. Jan. 31; J. W. Marsh, solicitor, 2, Fen-court, 124, Fenchurch-street, London.

FLETCHER (Harriet), Hampstead House, Tong, Kent, widow. Jan. 11; Young, Maples and Co., solicitors, 6, Frederick's-place, Old Jewry, London.

GLASCOTT (Craddock), West-street, Soho, and 9, Churton-place, Churton-street, Pimlico, Middlesex, commercial traveller. Feb. 1; G. Cordwell, solicitor, 22, College-hill, Cannon-street, London.

GOODMAN (Thos.), Frederick-road, Edgbaston, near Birmingham, gentleman. Feb. 1; Saunders and Bradbury, solicitors, 2, Temple-row, Birmingham.

HADDOX (John), 135, Pimlico-circuit, Chelsea, Middlesex, lodging house keeper. Jan. 15; J. Mason, solicitor, 5, Maddox-street Regent-street, London.

HALL (Alexander H.), Watergate House, near Emsworth, Hants, Esq. Feb. 28; Walters and Co., solicitors, 9, New-square, Lincoln's-inn, London.

HARRIS (Jos.), King's Head Inn, Bellbarn-road, Birmingham, victualler. Jan. 9; H. M. Wood, solicitor, 25, Waterloo-street, Birmingham.

HARENC (Henry B.), 12, William-street, Lowndes-square, Middlesex and Ballybunion, co. Kerry, Ireland, Esq. Jan. 31; Meynell and Pemberton, solicitors, 20, Whitehall-place, London.

HARRISON (Jos.), Conisbrough, York, veterinary surgeon. Jan. 11; Burdick and Co., solicitors, Norfolk-street, Sheffield.

HATFIELD (Chas. T.), Hartadown, near Margate, Esq. Feb. 27; Markby and Co., solicitors, 57, Coleman-street, London.

HAYWARD (Dr. Geo.), M.R.C.S., Brighton. Jan. 31; Brooks and Co., solicitors, 7, Goddard-street, Doctors'-commons, London.

HAZELL (Sarah J.), 3, Whitechurch-cottages, Stanley-road, Fulham, Middlesex, spinster. Jan. 15; J. Mason, solicitor, 5, Maddox-street, Regent-street, London.

HEARSEY (John F.), 5, Earl's-court-gardens, Kensington, Middlesex, gentleman. March 12; Charlotte A. Hearsey, 5, Earl's-court-gardens, Kensington, Middlesex.

HILL (Clement), Victoria-street, Birmingham, and Wyld-grove, Sutton Coldfield, Warwick, ironfounder. Jan. 9; R. M. Wood, solicitor, 25, Waterloo-street, Birmingham.

HOLLAND (Wm.), 196, Scotland-road, Liverpool, pawnbroker. Feb. 10; Whitely and Maddock, solicitors, 6, Water-street, Liverpool.

HOPWOOD (Wm. H.), Sunny Side, Kenley, Surrey, and 42, Water-street, Middlesex, music publisher. Feb. 29; Burgoyne and Co., solicitors, 160, Oxford-street, London.

HORSFIELD (Wm.), Swillington Mills, York, corn miller. Feb. 1; Weddell and Parker, solicitors, Selby.

HOWE (Jas.), Brightlingsea, Essex, gentleman. Jan. 11; J. S. Pope, solicitor, Trinity-street, Colchester.

JACKSON (Matthew) Sheffield, cowkeeper. Jan. 5; Burdick and Co., solicitors, Norfolk-street, Sheffield.

JONES (Thos.), 63, Jamaica-road, Bermondsey-road, Bermondsey, Surrey, cowkeeper. Jan. 9; Saffery and Huntley, solicitors, 191, Tooley-street, London Bridge, London.

LEACHMAN (Reuben), 20, Compton-terrace, Islington, Middlesex, gentleman. Feb. 15; Whittington and Son, solicitors, 3, Bishopsgate-street Without, London.

LEES (Jas.), 2, Upper street, Islington, Middlesex, chemist and druggist. Jan. 10; Tamplin and Co., solicitors, 159, Fenchurch-street, London.

LOVE (Lady Mary), formerly of 16, late 27, Eldon-road, Victoria-road, Kensington, Middlesex, widow. Jan. 4; O. Richards, solicitor, 16, Warwick-street, Regent-street, Middlesex.

LOVETT (George), Leinster-street, Runcorn, Chester, coal and salt merchant, ship broker, and commission agent. Jan. 14; W. H. Linaker, solicitor, Runcorn.

MARTINS (Robert G.), 73, Acton street, King's Cross-road, licensed victualler. Jan. 25; Stileman and Neate, solicitors, 15, Southampton-street, Bloomsbury.

MCCNICOL (Dr. John C.), M.D., formerly of Liverpool, afterwards of Dumoon, Argyll, N.B., late of Clayton le Morris, near Accrington. Feb. 1; Bannister and Howarth, solicitors, 38, Manchester road, Accrington.

MERLIN (Ellen), Lewes, Sussex, spinster. Jan. 5; Hunt and Co., solicitors, Lewes.

MILES (Anne), Leicester, spinster. Feb. 1; Miles and Co., solicitors, Oak-street, Leicester.

MILES (Elizabeth), New-street, Oakham, Rutland. Jan. 31; Masterman and Co., solicitors, 25, Austinfriars, London.

MILES (Wm.), De Montford-square, Leicester, gentleman. March 1; H. A. Orston, solicitor, 23, Friar-lane, Leicester.

MILLER (John), Thoydon Garmon, Essex, farmer. March 25; C. J. Rawlings, solicitor, Romford, Essex, and 50, Bishopsgate-street Within, London.

OLDFIELD (Mary A.), Bryn Clwyd, near St. Asaph, Flintshire, widow. Feb. 15; D. S. Morice, solicitor, 8, Serjeant's Inn, Fleet-street, London.

OWEN (Alfred), Marshall, Lancashire, and Ventnor, Isle of Wight. Feb. 10; Whitley and Maddock, solicitors, Water-street, Liverpool.

PAINE (John), Patcham place, near Brighton, Esq., March 25; Hill Fitz Hugh, and Woolley, solicitors, 3, Pavilion Parade, Brighton.

PEARLUS (Sophia), Gwernvale, Crickhowell, Brecon, widow. Feb. 1; G. Sydney Davies, solicitor, Crickhowell.

PIPER (Mary), 4, White Lion-street, Chelsea, Middlesex, widow. Jan. 15; J. Mason, solicitor, 5, Maddox-street, Regent-street.

PLUMER (Anne), 23, Talbot-square, Middlesex, widow. Feb. 8; Hallows and Co., solicitors, 39, Bedford-row, London.

PARRY (Henry), formerly of Sherwood, Basford, Not., late of Nottingham, gentleman. Feb. 1; Percy and Co., solicitors, Wheeler-gate, Nottingham.

ROBERTS (Jas.), Trevelyan, St. Keverne, Cornwall, farmer. Jan. 1; Rogers and Son, solicitors, Helston.

ROBERTS (Thos.), Alafawlia, near Denbigh, farmer. Feb. 1; Gold, Edwards, and Weston, solicitors, Denbigh.

ROGERS (Jonathan), Bristol, coachbuilder. Feb. 27; J. Winkle jun., solicitor, 23, Clare-street, Bristol.

ST. JOHN (Robert), 11, Warwick-road, Maidie Hill, Middlesex, Lieut.-Gen. in H. M.'s Bombay Army. Jan. 14; W. H. Tattam, solicitor, 238, Gresham House, Old Broad-street, London.

SCOTT (Henry L.), formerly of Godstone House, Sydenham, Kent, late of 81, Old Broad-street, and the Stock Exchange, London. Jan. 20; T. Mee, solicitor, 2, Great Winchester-street, London.

SMITH (General Sir John M. F.), K.H., 62, Pembroke-villas, Notting-hill, Middlesex. Feb. 20; Hannah A. Smith, 25, Savile-row, New Burlington-street, London.

SPINK (Sarah M.), Oak Dell, Bickley, Kent, widow. Jan. 11; Morris and Co., solicitors, 5, Finsbury-circus, London.

STAINES (Thos.), Mole Hill Green, Takely, Essex, innkeeper and farmer. Jan. 14; F. J. Snell, solicitor, Great Dunmow, Essex.

SUNNER (Rt. Rev. Chas. R. Bishop), formerly Bishop of Winchester, Farnham Castle, Surrey. March 25; Burder and Dunning, solicitors, 27, Parliament-street, Westminster.

TEMPLE (Emily), late of St. John's House, St. John's-common, Keymer, Sussex, and formerly of 62, East-street, Brighton, and 2, Grosvenor-place, Middlesex. Jan. 29; Wm. Clarke, solicitor, Rugby-chambers, Great James-street, London.

TELE (John A.), Firfield, Addlestone, Surrey, Esq., Jan. 22; T. Johnstone, solicitor, 5, Raymond-buildings, Gray's-inn, London.

VISCETT (Anne), Beckley, Sussex, widow. Jan. 15; F. T. Johnson, solicitor, 67, Preston-street, Faversham, Kent.

ministration can only be made in cases where it is proved by affidavit that the testator or intestate had, at his death, a fixed place of abode within the district. This limitation was, no doubt, for purposes of local convenience, but there is nothing to prevent the will of a person who died in one of these districts from being proved in London, if the representatives think fit to do so, and we were informed that in some cases this course is extensively followed.

The district registrars are precluded by the statute from granting probate in any case where there is contention, so long as the case is *sub judice*, and they have no power to make a grant, until they have sent notice of the application to London, and have received a certificate from the principal registry that no other application has been made in respect of the same person or effects. They are also required by the Act, in all cases of doubt, to take the directions of the judge, through the principal registrars.

We have had before us some of the district registrars, who may be taken to be representatives of districts having the largest as well as the smallest business, and also of those districts which have an intermediate position. From their evidence, it appears, that in many of the smaller registries the business is too limited to afford full occupation to either the registrar or his clerks, and that one result of this is, that there is not sufficient practice to enable the work to be done efficiently.

Attention has been called by your Majesty's Judicature Commissioners, in their second report, to the large number of local registrars existing throughout the country, and to the expense and waste of power occasioned thereby; and in these observations they especially refer to the district registrars of the Probate Court, recommending a transfer of their business to the registrars of the central courts to be established for County Court purposes.

These considerations led us to inquire whether some concentration of these local registries under the Court of Probate might not be effected, either by transferring all the business of the districts to London and having one general office in London for proving wills, and granting letters of administration, for the whole of England, or by a greater consolidation of the district probate registries.

At the time of the passing of the Act, it was clearly the policy of its framers to retain, as far as possible, the facilities for proving wills in the country, a policy ascribed by some of the witnesses who appeared before us to strong local pressure, but it did not appear to us that this would be a sufficient reason for adhering to the present arrangements, if economy and efficiency could be promoted by a greater concentration, without interference with the interests of suitors.

The opinion of the officers of the principal registry appears to be strongly in favour of a fusion of the district registries with the London staff, as calculated to insure greater efficiency and expedition in the management of business, and less expense to Government. It is said that, if the whole work were concentrated in one office, it could be done with a smaller number of clerks than when spread over so many distant localities. As advantages of such a fusion it was instanced that all the present work of searching and corresponding with the district registrars before the latter can make a grant would be unnecessary, if grants were only made in London; and that, if there was one place only at which caveats against a grant could be lodged, much time and trouble would be saved. If such an arrangement could be made, we were given to understand that the business now transacted at a local registry might be effected by means of correspondence.

On the other hand, the feeling of the district registrars who appeared before us was opposed to any such concentration. This was, perhaps, natural; but they instanced some matters in respect of which considerable inconvenience would, it was stated, be caused if all power of local reference were withdrawn. At present, under the Act, all wills proved in a district registry are retained there, and, in many cases, persons extensively resort to the registry to search. If the business went to London the wills must follow, and a search could then be effected only by a journey to the metropolis, or by employing an agent, which would be a prohibitory expense in most cases. We think it very probable that the principal registry could devise a system under which the present facilities of personal inspection might be replaced in some other manner, which would be equally convenient to *bona fide* searchers; and if this could be done, it would go far to obviate the inconvenience which a removal of the wills to London would cause.

A stronger reason, however, was alleged against the abolition of the district registries, when it was said that such abolition would destroy the facilities which persons now possess of proving wills at the registry, without professional assistance. The extent to which recourse is had to these facilities appears to vary a good deal, in

some cases as many as one-fourth or one-fifth of the whole number of grants are made on personal application, in other cases about one-eighth, while at Wakefield, which is the largest of all the district registries, the number so made is comparatively small, being about one-fiftieth of the whole. We are not prepared to deny that the removal of these facilities altogether from the country might be felt a real hardship, especially as we were informed that the greater number of applications were there made by poor and illiterate persons.

It might be possible, however, to obviate this inconvenience in another way, which we will presently point out, and in any case a greater concentration of the district registries, retaining the local jurisdiction, but at certain convenient centres, would still leave it practicable to prove a will in person, without travelling very far for the purpose.

It may no doubt be said, and indeed was said in the evidence which we received, that any diminution of the number of places at which solicitors and others have been accustomed to attend would cause inconvenience, but it seemed to be generally admitted that some fusion of the smaller registries would be feasible, and we are strongly of opinion that an attempt should be made to effect this. It seems scarcely reasonable that registries which make, on the average, less than a grant a day, or in some cases not more than two or three grants a day, should be continued as a separate organisation, at a time when facilities of communication are so diffused over the country that there would be very little hardship or inconvenience if local practitioners were required to travel a few miles further when they have to attend to prove a will, or take out letters of administration.

The interests, however, of the poorer classes of suitors have to be consulted; but it appears to us that any inconvenience to them might be mitigated by an extension of the scope of an Act of the session of 1873 (36 & 37 Vict. c. 52), before referred to, by which registrars of the County Courts are now empowered, for a small fee, to prepare the papers for administration in cases where the effects do not exceed £100, and the widow resides more than three miles from a registry of the Court of Probate. The documents so prepared are afterwards transmitted to the probate registrar having jurisdiction, who then issues the grant. If County Court registrars were enabled, on a small charge, to prepare the papers for a suitor desiring to prove a will in person, without limitation as to amount or residence, and to transmit these to the principal registry in London, or to a central district registry, the want to which we have referred would be, to some extent, supplied; and whatever consolidation of County Court registries may take place hereafter, we assume that there are always likely to be registrars of the County Courts at places where district registries of the Probate Court are now located.

It was indeed stated to us that the papers which had been sent to the probate registries, under the Act of 1873, by the registrars of the County Courts, were full of errors, and had generally to be returned for correction. There is nothing surprising in this at the commencement of a new system, but we see no reason why experience should not enable the County Court registrars to take preliminary steps leading to a grant as efficiently as any other practitioner; and, indeed, one of the district registrars, who attended before us, went beyond this, and admitted that he saw no reason why a registrar of a County Court could not learn to discharge the entire business of the probate registry as well as himself.

Similar evidence was also given to us by Mr. Ellis, a County Court registrar, to which we beg to refer.

We do not consider that we possess the means of indicating in what manner a greater consolidation of district registries could be effected. It must depend, to a great extent, on the means of communication between different places, and on other local considerations with which we are not acquainted.

The mode of remunerating the district registrars was, at first, by means of fees, out of which it was provided by the Act that they should defray the salaries of their clerks, but power was given to the Commissioners of Your Majesty's Treasury to direct at any time that salaries should be substituted for fees, and to fix such salaries, and in that event the salaries of both registrars and clerks were to be paid out of moneys provided by Parliament. This power was exercised a few years after the Act passed, the fees being then collected in stamps under the authority of a later statute.

The present charge for the salaries (ranging from £200 to £1200, with special allowances of from £50 to £200) of the district registrars amounts £25,100, but this is to some extent in process of diminution as allowances personal to

LEGISLATION AND JURISPRUDENCE.

SUPREME COURT OF JUDICATURE.

SECOND REPORT of the Commissioners appointed to inquire into the Administrative Departments of the Courts of Justice.

(Continued from page 116.)

DISTRICT REGISTRIES OF PROBATE COURT.

These were established at the same time as the Principal Registry, and were directed by the Probate Act (sect. 13) to be attached to, and under the control of, the Court of Probate.

The districts which they were to serve, and the places at which they were to be located, were prescribed in a schedule to the Act. As a rule, the new registries, forty in number, were established in places where there had formerly been a diocesan registry, but this was not followed invariably, as district registries were opened in large centres of manufactures or commerce, such as Wakefield and Liverpool, where there had been none before.

It was provided by the Act that there should be one registrar for each registry, and that those of the old officers who were executing in person the duties of a diocesan registrar of a court with testamentary jurisdiction, at any place where a district registry was established, should be the first new registrars. With this exception the appointment of these officers was vested in the judge, and their tenure of office and qualifications are the same as in the case of the principal registrars, but, unlike the latter, they are not debarred from professional practice while holding office.

The business of the district registries is, of course, very similar to that transacted in London, but the grant of probate or letters of ad-

the present registrars fall in. The salaries of the clerks amount to between £16,000 and £17,000, and there is a further charge for copying of £1300. The stamp duty collected at the district registries in 1873 exceeded £67,000.

The hours of attendance in the district registries are stated to be usually from 10 to 4 throughout the year.

It was provided by the 110th section of the Probate Act of 1857 that there should be so many clerks in each registry, and with such salaries as the judge of the court, with the sanction of the Treasury, should from time to time direct. The same section also gave power to the judge to prescribe the qualifications which the clerks should possess, and generally to regulate the establishment of each district registry with reference to the duties to be performed therein; and it left the appointment of the clerks to the district registrar, with the approval of the judge, but made them removable by the judge, or by the district registrar with the judge's approval.

We do not find that any other qualifications are needed for these clerks than such as are generally possessed by clerks to local practitioners, and it would, we think, have been a better arrangement, adverting to the fact that the privilege of private practice was continued to the district registrars, if the Act had simply provided that such a sum should be allowed for clerical assistance in each registry, as the judge and the Treasury might appoint.

A registrar could then have made arrangements for obtaining the assistance which he needed in connection with his own business, and there would have been no necessity to engage and retain clerks for whom full employment cannot at all times be found. It seems to be the opinion of some, at least, among the registrars themselves, that this would have been the best plan, and if the district registries were to remain on their present footing, we should recommend the adoption of such an arrangement.

The existing system seems to have given rise to general discontent. The clerks are dissatisfied with the salaries which they receive, and contrast their position unfavourably with that of the staff at the principal registry, and they complain that they are not entitled to the benefit of pensions.

Memorials have been addressed to the Commission urging us to recommend an assimilation of the position and salaries of the district registries with those of the principal registry of the court.

It appears to us, however, that there is an essential difference between the two cases. It is an admitted principle that the price of labour of all kinds is governed by the rates prevailing in the place where the labour is found, and even if special circumstances may enhance that rate in some particular localities, there is, we believe, no doubt that the prices usually paid by professional men to the persons they employ in the country are much less than in London.

This, in our opinion, is the true test by which to measure the sums to be paid in the district registries, and not any general resemblance in the character of the work to that discharged by the clerks in London.

It would hardly appear that the duties of these gentlemen are similar to those performed by the corresponding staff in London. In the smaller registries we have it in evidence that the skilled labour requisite to pass a grant is found by the registrar himself, and, except in some few of the larger registries where the extent of the business prevents the registrar from giving to it his undivided attention, and necessitates the engagement of a clerk of superior qualifications; the duties of the clerks are, we apprehend, of a mechanical character.

Any general assimilation of the scale of salaries in the districts to the London scale would, therefore, as it appears to us, be impracticable, as well as unfair to the public. It would also be open to the anomaly that in many cases the salaries of clerks in the districts, so regulated, would exceed the amounts received by the registrars themselves.

We understand that there is a scale, founded upon the number of grants passed, by which the salaries of the clerks in the district registries are now governed, and we do not, therefore, feel called upon to suggest any alternative scale.

The dissatisfaction felt by these gentlemen, that they are not entitled to pensions, opens up a large question; but the inability to receive a pension applies as much to the registrars as to their clerks, and is, we apprehend, attributable to the fact that the registrars, being allowed to retain their practice, do not, as a class, give their whole time to the public, and equally, as a class, their clerks do not do so either, though we were told of some cases in which they did. The whole principle of the Acts by which the pensions of civil servants are governed, proceeds on the assumption that they give their whole time to the public service, and we should fear to recommend any extension of the privilege of pensions to

either district registrars or their staff, unless it were clearly established by statute that they were neither to take, nor to have the power of taking, any employment inconsistent with the devotion of their full time to their public duties.

If this were done, and if the district registries were hereafter more concentrated, and largely diminished in number, so that there should be full employment for all, we then think that it might be open to consider the propriety of bringing them within the Superannuation Act.

We would add that we understand that many of these clerks, and probably many of the registrars also, who are of long standing, held offices under the old jurisdiction, superseded by the Probate Act. In their cases the Legislature provided a compensation on certain conditions, upon abolition of employment, and although the re-appointment to an active office precluded the receipt of the compensation together with the emoluments of the new office, we were informed that the Treasury is willing to recognise the claims of persons so situated, and entitled to claim under the Act, when their present employment ceases. This equitably meets the case of such of the registrars and clerks as are of long service, and diminishes any hardship which they may consider inseparable from the fact that their position does not entitle them to pensions.

As regards those clerks who have no claim under the Probate Act, we must assume that they have taken their employment with a full knowledge of its advantages and disadvantages, and have, therefore, no special ground for complaint that the conditions of their service do not entitle them to pensions.

JUDICIAL STATISTICS.

THE Judicial Statistics (1873), for England and Wales, Part I, dealing with police, criminal proceedings, and prisons, and Part 2 comprising returns in relation to common law, equity, civil, and canon law, presented to both Houses of Parliament by command of Her Majesty, are now before us. We reproduce a portion of Part 2, relating to the common law business of the country.

COMMON LAW COURTS.

The return made by the Queen's Coroner and Attorney and the Master of the Crown Office shows certain of the proceedings under the peculiar jurisdiction of the Court of Queen's Bench on the Crown side.

It is explained by these officers for 1873 as for previous years, that the nature of the offences tried is, conspiracies, perjuries, assaults, nuisances, and other misdemeanours, and occasionally, but rarely, felonies; but that no record is kept in the Crown office of the number of cases tried, as the trials take place at Nisi Prius in London and Middlesex, and at the assizes for the other counties; nor of the number of persons tried; nor of the number acquitted or convicted, except in cases in which judgment is entered up in the Queen's Bench, and except in cases of fines; nor of sentences, except where they are passed by the court in banc.

In 1873 there were eleven persons convicted, against four acquitted and nine convicted in the previous year, in which cases judgment was entered up in the Queen's Bench. In 1873, on 20th Jan. two persons were fined £100 each for contempt; on 27th Jan. one person was fined £10 for misdemeanour; on 28th Jan., one person was fined 1s. for misdemeanour; on 29th Jan., one person was fined £500 for contempt; on the same day the same person was sentenced to three months' imprisonment as a first class misdemeanant, for contempt; on 12th June, one person was fined 1s. for misdemeanour; on 13th June, the inhabitants of Leamington were fined 6s. 8d. for non-repair of a road; on 22nd Sept., one person was fined £150 for contempt; on 20th Nov. two per-

sons were fined 1s. each for misdemeanour; on 24th Nov. one person was fined £50 for misdemeanour. In 1872 there was one person fined £250, to be reduced to £10 if the nuisance be abated by 5th day of Michaelmas Term; in 1871 two persons were discharged on sureties, on indictment for misdemeanour.

The total number of proceedings in 1873 appears to be as given in the following abstract, the corresponding numbers for 1872 being also shown for comparison, and the numbers for 1863. The different proceedings in each matter for 1873 are shown in the table.

	1873	1872	1863
Mandamus—applications on affidavit	40	49	39
—made absolute	18	16	13
Quo Warranto—Informations filed	2	6	4
Other special rules—nisi granted	69	69	73
—made absolute	88	73	90
Habeas corpus—Applications for	—	25	—
—Writs granted	37	18	18
Certiorari Writs issued—by Court	27	22	25
—by Judge	50	43	70
Writs of Prohibition	1	1	1
Orders of Session—Removed into Queen's Bench	38	37	27
Special Cases under 12 & 13 Vict. c. 45 from Quarter Sessions	9	7	7
Special Cases under 20 & 21 Vict. c. 43, on proceedings before Justices	40	48	31

It is not possible, it is stated, to give an correct account of the amount of costs taxed in the Crown Office, inasmuch as the bills of costs are not only often withdrawn from taxation when partly taxed, but when completed are sometimes taken away by the attorneys and not returned to the office.

The total amount of fees received for business done in the Crown Office, exclusive of business for the public departments for which no fees are received, was £648 19s. 11d., which exceeds the amount for 1872 by £118 10s. 11d. This amount includes all the fees received at the office, not only in respect of the different items specified in the return, but also for other duties, as writs of *subpoena ad testificandum*, copies of proceedings, &c. It is stated by Her Majesty's Coroner and Attorney, and the Master of the Crown Office, that this amount of fees gives no idea of the business of the office, as the fees were reduced to mere nominal charges by the 6 & 7 Vict. c. 20, and further reduced by subsequent Acts. There are many court fees which are paid by parties proceeding in the Crown Office, which are not received by or for the office, but by other officers of the court, of which Her Majesty's Coroner and the Master have no account.

The Masters state that they think it right to point out that the business of the court during the year 1873 was seriously obstructed by the unprecedented length of the trial at bar, *Reg. v. Castro*, which occupied the attention of the Lord Chief Justice and two of his colleagues without intermission from the 23rd April, thereby rendering it impossible for the court to sit, according to the usual practice, in two divisions during term. It thus happened that many important motions and cases for argument had to stand over, and consequently the returns (especially those of Crown Paper Cases) appear somewhat below the average.

The process, practice, and mode of pleading in the three Superior Courts of Common Law at Westminster being similar on the plea side, the proceedings of each court, as given in the returns for 1873, furnished by the masters, are shown in the following summary. The totals for the three courts of the matters under each heading are given for 1872, and also the totals for 1863.

The proceedings under the columns in the table headed "process issued" are the preliminary and incidental matters in suits transacted in the different offices connected with the courts, and not coming before the judges. The "matters heard" come before the judges sitting in banc. In the Court of Queen's Bench a certain number of these matters are heard by a single judge.

Nature of the Proceedings	1873.						1872.		1863.		
	Queen's Bench		Common Pleas		Exchequer.		Total.		Total.		
	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.	Matters heard.	Process issued.
Writs of Summons issued	22,232	—	17,118	—	27,651	—	67,001	—	63,926	—	100,442
Writs of Capias	—	—	—	—	—	—	—	—	—	—	608
Appearance entered	7,512	—	6,600	—	9,054	—	23,366	—	21,467	—	27,034
Judgments	8,102	—	6,620	—	10,022	—	24,744	—	23,554	—	33,743
Executions	4,927	—	4,320	—	6,225	—	15,472	—	15,304	—	23,752
Hand Motions and on Side Bar Rules	565	—	418	—	638	—	1,621	—	1,681	—	3,180
Causes referred to masters	189	—	295	—	364	—	848	—	786	—	1,436
Motions for New Trials	—	210	—	171	—	235	—	616	—	571	—
Other special Motions	—	183	—	177	—	244	—	604	—	575	—
Errors from Inferior Court	—	—	—	—	—	—	—	—	—	—	—
Appeals from County Courts	—	19	—	7	—	6	—	32	—	27	—
Special Cases	—	17	—	21	—	15	—	53	—	73	—
Demurrers	—	19	—	15	—	29	—	66	—	87	—
Appeals from decisions of Justices	—	—	—	5	—	4	—	9	—	14	—
Appeal from decisions of Revising Barristers	—	—	—	9	—	—	—	9	—	12	—
Total Amount of Fees	£19,280 11 0		£12,558 5 0		£18,107 7 0		£40,946 3 0		£47,574 6 0		£64,587 11 6

In the number of writs of summons issued there has been a continued decrease for some years. As compared with the number for 1872, the number for 1873, as given above, shows an increase of 3105, or 4.8 per cent., following a decrease of 1871, or 2.0 per cent. in the preceding year, and of 7363, or 10.1 per cent., in 1871 as compared with 1870, the number for 1870 having been less by 9118, or 11.1 per cent., than the number for 1869. As compared with 1863 the decrease in 1873 amounts to 33,011, or 32.9 per cent.; as compared with the number for 1866, the highest recorded, the decrease in 1873 amounts to 66,129, or 49.6 per cent. It is, however, to be observed with regard to the Court of Exchequer, that the numbers of writs of summons given in the returns for previous years have included renewals. In the numbers for the Courts of Queen's Bench and Common Pleas renewals have never been included, and for the Court of Exchequer they have been omitted for 1872 and 1873. The number is not great, but must affect the comparison between the years to some extent.

Since the passing of the Debtors' Act of 1869, which came into operation on the 1st Jan. 1870, no writs of capias have been issued.

In the total number of proceedings in 1873, under "process issued," there is an increase, as

compared with 1872, of 2204, or 5.3 per cent., there having been a large decrease in the numbers for each of the three preceding years. As compared with 1863, the decrease in 1873 amounts to 55,705, or 29.5 per cent. Under "matters heard," as compared with 1872, there is an increase of 27; as compared with 1863 there is a decrease of 208, or 13 per cent.

The number of bills of costs taxed in the Court of Exchequer in 1873, exclusive of bills taxed under the statute, was 3865, against 3584 in 1872. No return is given under this head for the Court of Queen's Bench, or for the Court of Common Pleas.

In the following abstract of the returns furnished by the associates of the three Superior Courts of Common Law, and of those furnished by the clerks of assize and the clerks of the Crown, is shown for 1873, with regard to the courts at Westminster, the number of remanets from the preceding year for trial at the commencement of the year, and, both with regard to the courts at Westminster and on Circuit, the number of causes entered for trial, and the number of trials, the number withdrawn, struck out, &c., and the number of remanets at the end of the year; the totals for the preceding year being also given, and the totals for 1863.

Number of Causes.	1873.						1872.		1863.			
	Queen's Bench		Common Pleas		Exchequer		Total.		Total.		Total.	
	West- minster.	Nisi Prius.	West- minster.	Nisi Prius.	West- minster.	Nisi Prius.	West- minster.	Nisi Prius.	West- minster.	Nisi Prius.	West- minster.	Nisi Prius.
Remanets from previous year	105	—	254	—	23	—	382	—	284	—	—	—
Stayed causes	—	—	—	—	4	—	4	—	3	—	—	—
Entered for trial	905	482	774	237	597	607	2576	1335	2251	1156	2215	1237
Trials	—	300	—	163	—	423	—	886	—	748	—	937
Defended	341	—	399	—	355	—	1065	—	982	—	978	—
Undeferred	64	—	72	—	101	—	237	—	215	—	184	—
Withdrawn, struck out, &c.	455	167	392	73	415	166	1262	406	1003	374	983	247
Remanets	450	17	195	3	33	14	578	34	582	34	—	—
Stayed	—	—	—	—	20	—	20	—	6	—	—	—

There were further entered for trial 329 causes from the Common Pleas of Lancaster, 4 from the Common Pleas of Durham, and 3 from the Court of Probate, of which 217 were tried; viz., 211 from the Common Pleas of Lancaster, 3 from the Common Pleas of Durham, and 3 from the Court of Probate; 100 causes being withdrawn or otherwise disposed of, in the Common Pleas of Lancaster, 1 in the Common Pleas of Durham, and

none in the Court of Probate, and 18 remaining in the Common Pleas of Lancaster.

In the preceding year the number of causes entered was 296 from the Common Pleas of Lancaster, 4 from the Common Pleas of Durham, and 5 from the Court of Probate, of which 172 from the Common Pleas of Lancaster, 1 from the Common Pleas of Durham, and 4 from the Court of Probate, were tried.

MUNICIPAL ELECTION PETITIONS.

THE following is a list of petitions filed under the Corrupt Practices (Municipal Elections) Act 1872, which are now at issue and appointed to be tried:—

BURNLEY.—Hull and others petitioners; Greenwood respondent. For trial before Mr. Prideaux, Q.C. on Jan. 19.

SOUTHPORT.—Mather petitioner; Martin respondent. Before Mr. Prentice, Q.C., on Jan. 26.

BIRMINGHAM.—Woodward petitioner; Sarsons respondent; and Sadler, returning officer. Jan. 19, before Mr. Coleman.

RIPON.—Griewood and others petitioners; Lumley and others respondents. Jan. 12, before Mr. Prentice, Q.C.

LEEDS (two cases).—Scholes and others petitioners; Heed, the elder, respondent. Jan. 19; before Mr. Dowdeswell, Q.C. Lyons and others petitioners; Woolfoot respondent. On the same day before the same barrister.

KENDAL (two cases).—Campbell and others, petitioners; Wilson and another, respondents; M'Kay and others, petitioners; Thompson and another, respondents. Both to be heard on Jan. 12, before Mr. Dowdeswell, Q.C.

MAIDENHEAD (two cases).—Livering petitioner; Walker and others respondents; Nicholson, petitioner; Poulton, respondent. Both to be heard on the 26th Jan. before Mr. Coleman.

PONTEFRAC.—Jones and others, petitioners; Stephenson and another, respondents. Jan. 19th, before Mr. Prentice, Q.C.

KIDDERMINSTER (four cases).—Guest and others, petitioners; Hampton, respondent; Lawrence and others, petitioners; Dixon and another, respondents; Guest and others, petitioners; Boycott, respondent; Weather and others, petitioners; Hughes and another, respondents. To be tried before Mr. Saunders on the 19th Jan.

BARNSTAPLE.—Northcote, petitioner; Pulsford and Guppy (returning officer), respondents. Ordered to be tried as a special case.

MANCHESTER (two cases).—Bazley and others, petitioners; Townsend, respondent; Garvey and others, petitioners; Peel, respondent. Both to be heard on the 12th Jan., before Mr. Saunders.

NEWARK (three cases).—Smith and others, petitioners; Milford and others, respondents; Turnbull and others, petitioners; Crossley and others, respondents; Pinder and others, petitioners; Ironmonger and another, respondents. To be heard on the 12th Jan., before Mr. Prideaux.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

COMMON OF PASTURE—FOREST WASTES—INCLOSURE BY LORDS OF MANOR—IMMEMORIAL USAGE.—The plaintiffs filed a bill claiming, on behalf of themselves and all others the owners and occupiers of lands and tenements within the forest of Essex, other than the waste lands of the forest (except such of them as were defendants, or alleged to be represented by the defendants), a right of common of pasture upon all the waste lands of the forest for cattle, levant and couchant, upon their respective lands and tenements within the forest, as appendant or appurtenant to their several lands and tenements within the forest: Held, that such a claim might be made out by showing that for sixty years and upwards this right had been exercised, thereby proving immemorial user, which would imply a grant; but that such right might be defeated by showing the origin of the user, and that it was not in accordance with the right claimed. Held also, upon the evidence that such user was proved, and the defendants having failed to show that the origin of the user was not in accordance with the right claimed, that the plaintiffs were entitled to an injunction restraining the defendants, the lords of the manors within the forest, from inclosing any of the waste lands of the forest, or destroying the herbage growing thereon, so as in any manner to interfere with the plaintiffs' rights: (*Commissioners of Sewers of London v. Glassey*, 31 L. T. Rep. N.S. 495. M.R.)

TITHES—EXEMPTION—LESSEE OF PART OF THE RECTORY HOUSE.—By the London City Tithes Act 1864, sect. 7, an occupier of property which, although subject to poor rates, is exempt from tithes, shall continue to be exempt in the same manner as if this Act had not been passed. In 1856, the rector of one of the parishes subject to this Act leased the basement, yard, ground floor, and first floor of his rectory house for twenty-one years, reserving to himself the upper part of the house for his own residence: Held, upon an appeal against a tithe rate under this Act, that the occupiers of the leased part of the rectory were not exempt from liability: (*Reg v. Fenner*, 31 L. T. Rep. N.S. 509. Q.B.)

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

CRIMINAL PROCEEDINGS—INJUNCTION—JURISDICTION.—A bill was filed in 1872 by one partner, against two other partners, alleging that they had formed a scheme to transfer the business; and praying for a realisation of the partnership property, and that the defendants might pay her for the losses occasioned by the transfer

of the business. In 1874 the plaintiff obtained from a police court a summons against the two other partners for a conspiracy to defraud her out of her share of the business. On a motion to have the proceedings on the summons restrained until the hearing of the suit: Held, that as the suit was to recover and realize property, and the summons was to obtain personal punishment for a criminal offence, the Court of Chancery could not interfere: (*Saull v. Browne*, 31 L. T. Rep. N.S. 493. Chan.)

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover	Friday, Jan. 1	W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Bath	Friday, Jan. 1	Thos. Wm. Saunders, Esq.	14 days	J. Taylor.
Bedford	Friday, Jan. 1	John Thos. Abdy, LL.D.	14 days	Mark Whyley.
Birmingham	Monday, Jan. 11	A. R. Adams, Esq., Q.C.	14 days	T. R. T. Hodgson.
Bolton	Friday, Jan. 8	Samuel Pope, Esq., Q.C.	10 days	John Gordon.
Bridgnorth	Friday, Jan. 8	William Cope, Esq.	14 days	William D. Batte.
Brighton	Wednesday, Jan. 6	John Locke, Esq., Q.C., M.P.	2 days	Ewen Evershed.
Carmarthen	Monday, Jan. 4	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chichester	Tuesday, Jan. 5	John J. Johnson, Esq., Q.C.	10 days	E. Titchener.
Colchester	Monday, Jan. 4	F. A. Philbrick, Esq., Q.C.	8 days	John S. Barnes.
Dartmouth	Wednesday, Dec. 30	A. Wm. Beetham, Esq.	10 days	William Smith.
Derby	Tuesday, Jan. 5	George Boden, Esq., Q.C.	1 day	John Gadsby.
Doncaster	Thursday, Dec. 31	Edgar John Meynell, Esq.	10 days	Edward Nicholson.
Dover	Monday, Dec. 28	Harry B. Poland, Esq.	2 days	G. W. Ledger.
Gloucester	Tuesday, Jan. 12	C. S. Whitmore, Esq., Q.C.	7 days	Francis W. Jones.
Gravesend	Friday, Jan. 8	S. G. Grady, Esq.	2 days	G. E. Sharland.
Guildford	Monday, Jan. 4	Hon. G. C. Norton	8 days	John R. Capron.
Hythe	Saturday, Jan. 2	Robert John Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, Jan. 14	D. Brown, Esq., Q.C.	10 days	T. G. Archer.
Kingston-on-Hull	Thursday, Jan. 7	Wm. C. Beasley, Esq.	Statutory	R. Champney.
Leeds	Thursday, Dec. 31	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Leicester	Wednesday, Jan. 6	Chas. G. Merewether, Esq.	8 days	Richard Toller.
Newcastle-on-Tyne	Friday, Jan. 8	W. D. Seymour, Esq., Q.C.	10 days	John Clayton.
New Windsor	Monday, Jan. 18	A. M. Skinner, Esq., Q.C.	10 days	Henry Davill.
Northampton	Wednesday, Jan. 13	John H. Brewer, Esq.	10 days	C. Hughes.
Portsmouth	Friday, Jan. 1	Mr. Serjeant Cox	10 days	Jno. Howard.
Reading	Thursday, Jan. 7	J. O. Griffiths, Esq.	14 days	Joseph Whitley.
Rochester	Wednesday, Jan. 6	Francis Barrow, Esq.	8 days	Wm. W. Hayward.
Salisbury	Friday, Jan. 8	J. D. Chambers, Esq.	10 days	Francis Hodding.
Sandwich	Thursday, Dec. 31	Robert John Biron, Esq.	8 days	Thos. L. Surridge.
Sherborne	Tuesday, Dec. 29	Alfred W. Simpson, Esq.	10 days	John J. P. Moody.
Shrewsbury	Monday, Jan. 4	W. F. F. Boughey, Esq.	14 days	Richard Clarke.
Southampton	Thursday, Jan. 14	Thomas Gunner, Esq.	14 days	Edward Coxwell.
Sudbury	Wednesday, Jan. 27	Thomas H. Naylor, Esq.	14 days	Robert Ransom.
Tewkesbury	Friday, Jan. 1	James Fallon, Esq.	Statutory	F. J. Brown.
Tiverton	Saturday, Jan. 2	Henry Clark, Esq.	14 days	Edward B. Potts.
Wenlock	Saturday, Jan. 2	Thomas S. Pritchard, Esq.	14 days	Thomas Heald.
Wigan	Wednesday, Jan. 27	Joseph Catterall, Esq.	14 days	Walter Bailey.
Winchester	Monday, Jan. 4	A. J. Stephens, Q.C., LL.D.	14 days	J. Wilkinson.
York	Monday, Jan. 4	E. P. Price, Esq., Q.C.	14 days	

COUNTY COURTS.

BARNET COUNTY COURT.

Wednesday, Dec. 17.

(Before J. WHIGHAM, Esq., Judge.)

BAUME v. ADDISON.

Refusal of judge to allow an unqualified person to appear as an advocate.

THIS was an action of ejectment relative to a cottage in Friern Barnet-lane, upon what has been known for some time as "The Frenchman's Farm."

Boyes, of Barnet, appeared for the plaintiff.

Miller, of London, for the defendant.

Upon the case, which was expected to take some time in trial, being mentioned in order to see what time of the day it could conveniently be taken.

Boyes said he had to call attention to a matter connected with the case that might as well be brought forward now as at any other time. He had a very unpleasant duty to perform, because what he was about to say concerned the gentleman who appeared against him; but he considered he should be wanting in his duty to the court if he passed it over. The fact was that Mr. Miller, though once a member of the legal profession, was not so now, his name having been struck off the Rolls of Attorneys on the 20th Nov. 1873, by the Court of Queen's Bench, and he had an affidavit to that effect. He scarcely knew how to express his disgust that a man who had been struck off the rolls should dare to appear in that court as an advocate, and thus put himself upon an equality with solicitors who habitually attended the court. He should leave the matter in his Honour's hands, without saying more.

Miller said he did not appear as an attorney, but was managing clerk to his brother, who was an attorney in practice in Walbrook, in the City of London.

Boyes was remarking that that could make no difference, when

His HONOUR said he declined to hear anyone in that court who had been struck off the Rolls. He considered that he had no discretion in the matter, and that he was absolutely inhibited by the Rule of the Court of Queen's Bench from hearing the person as long as the rule was in force, and during the period for which the person was struck off, if it was only temporary; and he should not hear him without a *mandamus* from the Court of Queen's Bench, to tell him he must do so. Moreover, in this case the attorney did not deny or gainsay the statements made against him, "and therefore," added his Honour, addressing Mr. Miller, and speaking emphatically, "I decline to hear you."

BIRMINGHAM COUNTY COURT.

Tuesday, Dec. 1.

(Before H. W. COLE, Q.C., Judge.)

SAMUEL v. MIDLAND RAILWAY COMPANY.

Carriers—Loss by felony of servants.

THIS was an action for £12 10s. 2d., amount of loss alleged to have been sustained in consequence of the imperfect delivery by the defendants of the plaintiff's goods.

Joseph Rowlands for the plaintiff.

Dr. Sebastian Evans (instructed by Beale, Mari-gold and Beale) defended.

It appeared that the plaintiff consigned some jewellery amounting to much more than the sum claimed to the care of the defendants, by whom it was to have been conveyed from Birmingham to Cardiff to a Mr. Spiridon. When the box containing the jewellery reached the latter he found it had been tampered with, and consequently refused to take it in. On his advice the carriers re-conveyed it, and it was despatched to Birmingham. The plaintiff then found that brooches and other ornamental articles had been abstracted from the box to the amount of £12 10s. 2d., and that the lid had been fastened in a very insecure manner. Calling the attention of the carrier in the service of the railway to this fact, the plaintiff desired him to wait while she compared the then contents of the box with the invoice, which had been made out to Mr. Spiridon, and it was found that some articles had been removed from each of the parcels in the box, and that they had been loosely re-fastened. She therefore brought the present action against the company. The defendants pleaded that under the Carriers' Act they were not liable unless the articles came within that Act. The answer of the plaintiff was that the goods had been lost owing to the felony of the company's servants. It was contended on the part of the railway company that it ought to be proved sufficiently to involve absolutely one of the company's servants.

It was, however, held on the authority of *Vaughton v. The London and North-Western Railway Company* (W. N., No. 8, 1874), decided at Warwick, that a case was sufficiently made out by the fact of the goods having been lost while in the custody of the company.

His HONOUR said he had come to the conclusion that the goods had been stolen by some of the company's servants, and he should give a verdict for the plaintiff for the amount claimed.

Leave to appeal having been asked, his HONOUR said the defendants might appeal on the point of law, but not on the question of fact.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Nov. 6 and 10, 1874.

GAUNT AND ANOTHER v. BROOK.

Trade usage between spinner and manufacturer as to mode of charging gross weight and deducting tare, a good custom, and extends to a purchaser from a manufacturer—No privity between spinner and purchaser from manufacturer—Bankruptcy of manufacturer does not affect the relative rights and liabilities of the several parties, their contracts are distinct and independent.

Terry, for the plaintiffs.

Watson, for the defendant.

HIS HONOUR.—This action was brought to recover the sum of £40 10s. 3d., laid as damages—First, for the illegal detention; secondly, for trover and conversion by the defendant of a skep and certain bobbins, the property of the plaintiffs. The plaintiffs carry on business as spinners at Faisley, near Bradford, and upon the 3rd Sept. 1872 sold and delivered to John Wilkinson, then carrying on business as a manufacturer in Bradford, certain yarns or bobbins contained in two skeps. The gross weight of one skep, with the yarn and bobbins, was 117lb. 4oz., and the other 151lb. 4oz. The skeps and bobbins were marked with the initials of the plaintiffs' names, so as to be capable of being identified as their property. It was shown to be the usual course of dealing between spinners and manufacturers for the spinner to invoice the yarn to the manufacturer at the gross weight, and charge him accordingly; and in this case that course was adopted, and the invoice sent charged Wilkinson with £40 10s. 3d., treating the gross weight as yarn. The value of the yarn alone was estimated to be about £12. It is the custom when the yarn account is settled for the manufacturer to return the skeps and bobbins to the spinner, and deduct the weight as tare and then pay in cash the agreed price for the yarn only. In the present case this course was not pursued, by reason of the bankruptcy of Wilkinson, which took place the 5th May 1874, before the account between him and the plaintiffs was settled. The plaintiffs claim to be large creditors of Wilkinson, and as their skeps and bobbins have not been returned [by him, they would be entitled to treat the £40 10s. 3d. as a debit against the estate, but their account has not yet been settled with the trustee. It was also shown to be in accordance with trade usage for purchasers of yarn to sell it again in the same skep and bobbins in which they had had it delivered to them; and that, as between the original purchaser and the sub-purchaser, the same practice prevailed as to invoicing the yarn at the gross weight, and, on payment of the amount, deducting the tare on returning the skeps and bobbins to the original purchaser. In the present case it appeared that, on the 5th Dec. 1872, the two skeps containing the bobbins and yarns in question were sold and delivered by Wilkinson to a firm of Whitaker and Co., of which the defendant was then a partner, and he, on behalf of his firm, signed the delivery note acknowledging the receipt of these goods, by the same description as to numbers and weight as invoiced by the plaintiffs to Wilkinson. It was alleged on the part of the defendant that, on the 8th Jan. 1873, he retired from the firm of Whitaker and Co., and the partnership was dissolved as against him—the continuing partner taking upon himself all the obligations and receiving all the assets of the partnership. In my view of this case, that fact makes no difference. If by receiving the goods in December, when the defendant was a partner, any partnership obligation was contracted towards the plaintiffs, that obligation would not be discharged as between him and the plaintiffs by his retirement, whatever might be the terms of the dissolution as between him and his continuing partner. It further appeared that, on the 1st Feb. 1873 an invoice of the goods sold in Dec. 1872 was made out and sent by Wilkinson to the firm of Whitaker and Co., in which the skeps are treated as empty and deducted as tare, and the following note at the foot: "You can send the empty skeps when you like. I shall hold you responsible if you keep the bobbins, the above sum (£35 16s., after deducting the tare from the skeps) I shall demand; and if the tare is not

sent in at once, I shall have my account, as I have had to pay for them." The statement by Wilkinson that he had had to pay for skeps and bobbins was not true, otherwise than in the sense that he had been charged with them by the plaintiffs, and if he could not return them, so as to deduct them in turn from his account with the plaintiffs, he would have to pay for them. It was stated that Wilkinson had not kept proper books of his business transactions, at least none had come into the possession of the trustee under the bankruptcy, and he had absconded, and there was nothing in the bankrupt's papers to show that Whitaker and Co. were debtors of Wilkinson, but the production of the delivery book showing the delivery of the goods on the 5th Dec. 1872, and the subsequent invoice of the 1st Feb. 1873, and the accompanying note produced by the defendant shows, that, as between Wilkinson and Whitaker and Co., the sale of these yarns was a *bond fide* transaction, conducted in the ordinary way of business. The defendant being held liable for the purpose of this action as a partner in the firm of Whitaker and Co., alleges that the firm have an unsettled account with Wilkinson's estate, and claims, in order to the settlement of such account, the right to return the bobbins as tare to Wilkinson's trustee, to be deducted from the invoice of the 1st Feb. 1873. As to the skeps, it appeared that one of them had been found by the plaintiffs' carter, and taken possession of by him, and thus returned to the plaintiffs; as to the other, it must be presumed to be still in the possession of the defendant, as a member of the firm of Whitaker and Co., but liable to be returned by them to Wilkinson's trustee, in order that his estate may have the benefit of it in settling the tare account with the plaintiffs. Under these circumstances, the question I have to decide is, whether the defendant, treating him as representing the firm of Whitaker and Co., and having in his possession, in that character, the one skep and the bobbins which held the yarn sold by the plaintiffs to Wilkinson in Sept. 1872, is unlawfully in such possession, and unlawfully detains them from the plaintiffs, or is liable in trover for a conversion of them to his own use retaining them, in order that firm of Whitaker and Co. may have the benefit of them in settling their account with Wilkinson's estate. The answer to both these questions depends upon the legality of the custom and its legitimate consequences. No doubt has been thrown upon the legality of the custom, and I cannot discern any objection to it. It seems to be impracticable, or at least in the highest degree inconvenient, to ascertain exactly the weight of the yarn when spun upon the bobbins, and it is also inconvenient to weigh the bobbins separate from the skep in which they are placed, and, therefore, for the mutual convenience of both buyer and seller, the gross weight is invoiced as yarn to be set right by deducting the tare when the yarn comes to be paid for. If the buyer cannot or does not return the skeps and bobbins, then he pays for them as yarn, and they become his property, and he is the loser, the seller gains by the price paid. As the custom authorises a resale by the first purchaser to a second purchaser, and the same system of charging gross weight, and afterwards deducting tare, prevails between them, it follows, as a necessary consequence, that the possession of the skeps and bobbins, which the second purchaser acquires, is not wrongful as against the original vendor, because he must be considered as having parted with the possession of his property for every lawful purpose for which, in accordance with the custom, his property may be dealt with. And the sale to the second purchaser is a lawful purpose authorised by the custom. And it would be unjust to allow the original vendor to recover from the second purchaser the possession of his skeps and bobbins, because they are his property, inasmuch as the second purchaser would thereby be deprived of the right he has under his contract with the first purchaser of retaining the skeps and bobbins as tare to be deducted from the invoice of the yarn as charged to him. The result, in my opinion is, that there is no privity between the plaintiffs as the original vendors, and the defendant as representing the purchaser from Wilkinson, and that as between the plaintiffs and defendant, there is no unlawful possession or detention or conversion of the goods of the plaintiff, as complained of in this action. The bankruptcy of Wilkinson may have prejudiced the plaintiffs' position, making it their further interest to recover, if they could, their skep and bobbins from the defendant, thereby debiting the bankrupt estate with the original invoice, and taking their chance of a dividend, but the bankruptcy has not the effect of altering the relative rights and liabilities of the plaintiffs towards the defendant or the defendant towards the plaintiffs. There is no mutuality between these parties in respect of their several contracts. The plaintiffs must look to the bankrupt, with whom they contracted, and so in like manner must the defendants and the rights of each will be regulated by their several contracts. The judgment will, therefore, be entered for the defendant with costs.

CHICHESTER COUNTY COURT.

Friday, Dec. 18.

(Before Mr. LASCELLES, Deputy Judge).

WYATT v. LONDON, BRIGHTON, AND SOUTH COAST RAILWAY COMPANY.

Railway company—Liability for damage by sparks from engine.

THIS was an action tried before his Honour and a jury, in which the plaintiff, a farmer, sought to recover £33 from the company for damage caused by a spark from one of their engines, which set fire to a quantity of barley.

Malim appeared for the plaintiff.

Wingate (from the office of Norton, Rose, Norton, and Brewer) for the company.

The evidence for the plaintiff showed that on the 3rd Aug. last he had a field of barley lying in the swath adjoining the railway, and between five and six o'clock trains, both up and down, passed by. No spark was seen to fly from them, but John Foster and his daughter, who keeps the gate of a level crossing near, proved that a very few minutes afterwards the barley was on fire, and as there was no person near at the time, the plaintiff's advocate asked the jury to come to the conclusion that a spark must have come from one locomotive to cause the fire. Altogether the produce of about an acre was consumed, and evidence was called to show that the claim was fair and reasonable. There was no evidence on the part of the plaintiff to show that the company's servants had been guilty of negligence, or that every precaution had not been taken to prevent the emission of sparks from the engine, but Mr. Malim argued, upon the authority of *Vaughan v. The Taff Vale Railway Company* (29 L. J. Rep.), that the fact of a spark having been emitted was *prima facie* evidence of negligence, which it was for the company to rebut.

On the part of the company the engine drivers and the locomotive superintendents were called, and proved that every precaution was taken, and the most modern appliances used, to prevent the escape of sparks, and some of the witnesses stated that, in their opinion, it was impossible for a spark of sufficient size to set fire to the barley to escape.

During the hearing of the case,

His HONOUR several times expressed his opinion that it ought to have been taken to a Superior Court; but, while expressing some doubts as to Mr. Malim's argument on the question of negligence, he declined to stop the case.

After a long trial the jury retired to consider their verdict, being required by his Honour to answer this question, "Did the company take all proper precautions, consistent with the working of their line, so as to prevent their engines emitting sparks?"

The jury found that they did, but added, "that the fire was caused by sparks from the engine." Upon this, after a legal argument, a verdict was entered for the plaintiff for the amount claimed, with leave to the company to appeal as to whether his Honour ought not to have nonsuited the plaintiff for having adduced no evidence of negligence.

Judgment accordingly.

MARKET DRAYTON COUNTY COURT.

Monday, Dec. 14.

(Before W. SPOONER, Esq., Judge.)

LEWIS v. THE GREAT WESTERN RAILWAY COMPANY.

Railway company—Unpunctuality.

Litchfield appeared for the plaintiff, an architect, at Newcastle-under-Lyne.

Redman, barrister (instructed by Messrs. Peel, of Shrewsbury), represented the defendants.

The action was brought to recover the sum of £1 15s. 6d., expenses incurred and damages for loss of time occasioned by an alleged breach of contract. The case for the plaintiff was that he frequently had occasion to go on business to Hodnet, being engaged as an architect by Mr. Stanier-Broade, who has bought an estate in that locality. He has been in the habit of taking a return ticket over the North Staffordshire line between Newcastle and Market Drayton, and another return ticket over the Great-Western line between Market Drayton and Hodnet. On several occasions, in returning by a train timed to leave Hodnet at 3.20, and to reach Drayton eight minutes before the North Staffordshire train left that station, the Great Western train has been so late that he has missed the North Staffordshire train, and has had either to go round by Crewe or drive, causing great loss of time, inconvenience, and expense. On the 17th of August the plaintiff, with Mr. John Lewis, his son, who is also an architect, had occasion to go to Hodnet, and took return tickets as usual. In the afternoon they went to the Hodnet Station at 3.20, the time mentioned on the company's bills for the train to start, but it was twenty minutes late, and did not reach Drayton till the North Staffordshire train had left. If it had been reasonably punctual there would have been plenty of time, as the latter train did not start

till eight minutes after the defendants' train was due. The plaintiff gave notice to the station-master of the position in which he was placed, and was obliged to go to an hotel and hire a conveyance to take him to Newcastle. He brought the action to recover the cost of that conveyance and compensation for the loss of time.

Litchfield called attention to the following cases, all decided during the last two or three months by eminent County Court judges, against the companies, and reported in the LAW TIMES:—*Horsfall v. Midland Railway Company*, and *Tipping v. The Midland Railway Company*, decided by Mr. Woodforde at Derby; *Blanch v. London and North-Western Railway Company*, decided by Mr. Russell, Bloomsbury County Court; *Deeley v. London and North-Western Railway Company*, decided by Mr. Cole, Birmingham; *Beck v. Great Western Railway Company*, decided by Mr. Stonor, at Reading; *Lister v. Great Western Railway Company*, decided by Mr. Herbert at Monmouth. Those decisions had been arrived at by the County Court judges he had named after reviewing former decisions of superior courts, and the cases were all precisely similar to the present. They were well considered, written decisions, and in two cases the companies had an opportunity of appealing, of which they had not availed themselves. He (Litchfield) hoped his Honour would treat those decisions with the respect they deserved.

His HONOUR said he was not bound by the decisions of his equals; but he must be guided by the decisions of superior courts as to disputed questions of law. The old stage coaches guaranteed to arrive at a given place at a given time, &c. If the plaintiff could show needless dawdling on the part of the railway officials, doubtless the company would be liable.

Litchfield said the train was late because there was an unusually large number of passengers, and the company had not a sufficient staff to despatch the train at the proper time.

His HONOUR.—Can you refer me any decision of a superior court?

Litchfield directed his Honour's attention to several cases in superior courts which had been referred to by the County Court judges in the decisions mentioned above. He observed that they all tended to one point—that the railway companies were responsible for the performance of their contract.

His HONOUR.—You say in this case the company, in consideration of money received, promised to deliver parties in a certain place at a certain time. It may be that there was so much goods traffic that they could not clear the line soon enough to allow the passenger train to pass.

Litchfield.—In which case they must pay. The contract is to carry according to the time fixed by the company's bills. I can show you the time on the bill, and the time of the arrival at Drayton. In each of the cases I have referred to the decision was against the company under precisely similar circumstances. Two of the companies were offered an opportunity of appealing if they thought fit, but they did not.

His HONOUR said he remembered some years ago Mr. Justice Williams saying in summing up a case at Oxford, "This is an action between A. and B. It matters not that A is a poor man with a large family, and B is a large corporation without soul or conscience." That was the principle on which he would act in this case.

Mr. John Lewis gave evidence as to the facts relied on for the plaintiff, and said if the train had been punctual there would have been eight minutes to spare at Drayton, and the plaintiff and himself would have reached Newcastle at ten minutes past four. As it was they did not reach there till about six. The next train did not reach Newcastle till half-past seven. They had important business to do, and wanted to get home. The plaintiff had complained of the trains running so inconveniently on other occasions. The actual cost of the conveyance to Newcastle was 19s.

After some argument relative to the remaining portion of the claim, Litchfield said he would abandon it. A judgment for a shilling would satisfy him. He only wanted to assert a principle.

Redman said he had no case to answer. He relied on the case *Hurst v. Great Western Railway Company* (34 L. J. 264, C. P.), and contended that the mere taking of a ticket was not a sufficient contract to convey a person to a given place in a given time. In the case to which he referred the grievance was that the plaintiff had taken a ticket from Cardiff to Newcastle-on-Tyne. In consequence of an accident the train was an hour and a half late at Gloucester, where the plaintiff was delayed a long time. The train bills were not put in, but only some correspondence, in which the defendants repudiated their liability, on the ground that by the train bills they gave notice that they would not be responsible for the trains not keeping time.

His HONOUR said that bore out his suggestion that if it could be proved that the delay was caused by the culpable negligence of the railway servants—if, for instance, it could be shown that the officials were sitting drinking brandy and water, and by neglecting their duties in that way the train was delayed—then the company might be held responsible for any loss sustained by a passenger. He quoted from the decisions of the late Chief Justice Erle, Justices Willes, Byles, and Smith, showing in the case referred to by Mr. Redman the ticket was the only proof of the contract, and it afforded no evidence of any guarantee, for it was silent in the matter, and only proved a contract for the employment of reasonable care, and no time table had been put in.

Litchfield said in this case the railway ticket collector took the ticket, and it was in the defendants' possession.

Redman said it did not guarantee.

His HONOUR observed, with reference to the time bills, that Smith, J., in the case already mentioned, said the correspondence which had taken place was either in evidence, and evidence of the contents of the train bills, or it was not; if it was not, there was no evidence of the contents of the train bills; if it was, it showed that the plaintiff was out of court, for it showed that they contained an express stipulation that the company did not guarantee the arrival and departure of the trains at the time specified, and would not be responsible for delay. His HONOUR added he thought there must be a nonsuit in this case.

Litchfield reminded his Honour that the cases which he had cited were more recent ones than that on which Mr. Redman had relied, and on which his Honour seemed to base his decision.

His HONOUR, however, nonsuited the plaintiff.

PRESTON COUNTY COURT.

Dec. 1 and 15.

(Before W. A. HULTON, Esq., Judge.)

ADDIE v. THE LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Railway unpunctuality.

THIS was an action to recover £4 6s. 6d., being £1 17s. 6d. for hire of a carriage between Barbon and Lancaster, 7s. 6d. for hotel expenses at Barbon and Lancaster, and £2 2s. for loss of time, being the amount of damages which the plaintiff alleged he had sustained by reason of the breach of contract by the defendants to carry him from Barbon to Preston.

J. Forshaw was for the plaintiff.

Ernest Page, of London, for the defendants.

The plaintiff, on the 31st Aug. last had occasion to go to Barbon. The following day he arrived at the Barbon station at 6.50 at night, to return to Preston by the 7.18 train. He obtained a first class railway ticket, and, according to the arrangements, the train should meet the night express at Tebay, and land him in Preston at 10.45. Plaintiff waited in Barbon station until twenty minutes past nine o'clock, when the train had not arrived, and was then too late to catch the train at Tebay. He spoke to the station-master, inasmuch as he had an important engagement in Preston the next morning at nine o'clock, and asked him for some assurance on behalf of his company that the railway company would take him from Tebay, when he arrived there, to Oxenholme to catch the morning express from the North, or, failing that, whether they would pay the charge of posting him to Oxenholme to meet the mail. The station-master declined to give any such assurance, whereupon plaintiff said he should take his own course in the matter. He hired a carriage and proceeded to Lancaster, where he met the morning express, arriving in Preston at four o'clock. It was admitted that on the ticket there was the usual notice that it was issued subject to the regulations stated in the time bills. The notice in the time bills affecting this case was as follows:—"Time Bills.—The published train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start before the appointed time. Every attention will be paid to insure punctuality, as far as it is practicable; but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills: nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention."

Forshaw contended defendants were bound to perform their contract in a reasonable time. Had the train only been a few minutes late there might have been no liability.

Page submitted there was no case. Defendants were protected by the notice in their time bills. Railway companies were not compelled to carry passengers except by Parliamentary trains. Sect. 89 of the Railway Clauses Act 1845 provides that railway companies shall be entitled to the "protection and privilege which common carriers"

stage coach proprietors may be entitled to." Could not stage coach proprietors limit their liability by notice? Before the passing of 17 & 18 Vict. c. 31 railway companies could limit their liability in respect of both passengers and goods; but sect. 7 of that Act deprived them of that power in respect of goods unless a special contract should be made and signed. Nothing had taken away the right in respect of passengers, and therefore liability could still be limited in respect to them as before that Act it could in respect of goods and passengers. Smith, J. in his judgment in *Hurst v. The Great Western Railway Company* (34 L. J. 264, C. P.) had decided that the notice in the time bills, if in evidence, put the plaintiff out of court. The plaintiff had given no evidence that the delay was caused by the defendants' negligence, and even if the notices in the time bills did not absolve the defendants from the consequences of their negligence, they yet threw upon the plaintiff the burden of proof. This had been decided by the Court of Common Pleas in *Czech v. The General Steam Navigation Company* (L. Rep. 3 C. P. 14), in which it was held that a notice that the carriers would not be responsible for "breakage, leakage, or damage," though it did not protect them from liability for damage caused by negligence, yet it did not shift the onus of proof, and it was incumbent on the plaintiff to prove affirmatively the negligence of the defendants' servants. That case was directly in point, and therefore where, as in the present case, damage, or accident, or delay, might or might not have happened through the carriers' negligence, such a notice as was before the court threw upon a plaintiff the burthen of proving by direct affirmative evidence that it did happen through the negligence of the carriers. Without such notice the defendants must have given evidence that the delay was not caused by the negligence of their servants; but with such notice it was incumbent on the plaintiff to prove it was so caused, and that he had not done.

His Honour said that it appeared to him that the time bills were proof in themselves. The railway company had issued their time tables from time to time, and stated that that train would arrive at Barbon at 7.18, and it did not arrive until after 9.20. He thought that spoke for itself. He did not, however, say that it was conclusive. He thought it threw the burden of proof respecting the lapse of time on the railway company. He asked Page if he had any evidence on the point.

Page replied that he had evidence to prove that it was not the fault of the railway company, and that the delay happened through circumstances over which they had no possible control.

Evidence was then called for the defendants. It appeared that the engine broke down between Ingledon and Kirby Lonsdale, which was the station before Barbon. The train was due at Kirby Lonsdale at 7.9 p.m., but when about two miles off that station both the valves and one spindle broke. Fortunately from the place where the accident occurred to Kirby Lonsdale the line was on an incline, and therefore the train was able to reach Kirby Lonsdale without steam power. At 8.10 the engine driver sent a telegram to Tebay, the nearest engine station, and which was about twenty miles from Kirby Lonsdale, for another engine. This was sent off at 8.30 from Tebay, and the train left Kirby Lonsdale at 9.15. On its arrival at Tebay, having missed its connections both to the north and south, the passengers were dispatched both ways in special trains. It was proved that the engine was new, having only been worked for a year, and throughout that time it had worked properly. The valves which broke were inside and not visible, and such an accident had never been known before.

Forshaw replied for the plaintiff.

His Honour delivered the following judgment:—By this action the plaintiff seeks to recover a compensation for loss of time and for expenses caused by the delay of a train on the defendants' railway. The action was brought in the Preston County Court by consent of parties, and the hearing came on at the last court, when Mr. Forshaw appeared for the plaintiff, and Mr. Page for the defendants. There was not much dispute on the facts of the case. It appeared that on the 31st Aug. last the plaintiff, who resides near Preston, and is a surveyor in considerable practice, arrived at the Barbon Station, on the Ingledon and Tebay branch line, which belongs to the defendants. He took a ticket for Preston *via* Tebay, a station on the defendants' main line from the north to London. According to the published time tables of the company a train was due at Barbon from Ingledon for Tebay at 7.18 p.m., and was timed to be at Tebay at 8.10 p.m. The train from the north through Tebay to Preston was due at Tebay at 9.1 p.m. The ticket issued by the defendants was in the following form: "Issued by the London and North-Western Railway Company, subject to the conditions in their time tables. First-class. Barbon to Preston, *via* Tebay, 10s." The conditions referred to by

the ticket were as follows:—"Time bills.—The published train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations; it being understood that the trains shall not start before the appointed time. Every attention will be paid to ensure punctuality as far as it is practicable; but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention. The right to stop the trains at any station on the line, although not marked as a stopping station, is reserved." The train by which the plaintiff ought to have proceeded from Barbon to Tebay had not arrived at nine o'clock on that night, when the plaintiff, finding it impossible to arrive at Tebay in time for the train to the south, and having an important business engagement at Preston the next morning, posted across the country and arrived at Preston in time for his engagement. The cost of his conveyance formed the principal item in the estimate of damages, but the amount of his expense was not disputed by the defendants. Mr. Page, for the defendants, insisted in the first place that the company were, by the contract between themselves and the plaintiff, entirely absolved from all liability for any loss, inconvenience, or injury which had arisen from the delay or detention; and he also argued that at least the plaintiff ought to have given some evidence that the delay was owing to negligence on the part of the defendants. I intimated my dissent from his argument on both points, and on the latter point I ruled that the matter spoke for itself, and that the lapse of time which had occurred between 7.18 p.m., when the train to Tebay ought to have arrived at Barbon, and nine o'clock was *prima facie* evidence of a default on the part of the defendants, which justified the plaintiff in the course he had taken, and rendered it necessary for the defendants to give evidence to explain the delay. Mr. Page then proceeded to call his witnesses. The driver and fireman of the train were called, and they showed clearly that the delay was occasioned by a break-down of the engine which had occurred on the passage of the train between Ingledon and Barbon. From the evidence of the driver it appeared that the engine attached to the train was a new one, and had been driven from the first by the witness. He swore that he never known the engine to go wrong or work in an unsatisfactory manner, and that it was in perfect working order and condition when it left Ingledon. The two witnesses stated that when the train had travelled some way on its journey it was discovered that the piston rods on both sides of the engine had broken down, and that the engine was thereby completely disabled, and that the train was thus necessarily delayed until another engine could be telegraphed for. That was done, and an engine was despatched from Tebay at 8.30 p.m. It reached the delayed train at 9.20, and brought it to Tebay, arriving there at 10.35 p.m. The cause of the accident was not explained. The local superintendent had never heard of such an accident before. The delay was unquestionably due to the almost simultaneous breaking down of the piston rods on each side of the engine, but no suggestion was offered by either party as to the cause of such breakdown. Under these circumstances I think that the defendants are entitled to the verdict. The contract between the parties in my opinion was that the defendants should convey the plaintiff from Barbon to Preston, through Tebay; and should use due care and diligence to convey him according to the times marked in their time tables. If they have done this they have performed their contract. But I cannot admit that this duty is altered by the regulations in the defendants' time bill. By those regulations the defendants virtually claim an exemption from all damages arising from delay or detention, even though such detention may have arisen from their own culpable conduct. Such a contention is completely out of the question. It was certainly their plain duty to exercise all vigilance to see that whatever was required for the conveyance of the passengers was in fit and proper order. There was no suggestion of any personal negligence on the part of any of the employed servants of the defendants. The question was solely with relation to the engine. Now a carrier of passengers is not an insurer in this respect. The defendants did not in law undertake absolutely that the engine used should be without fault (*Redhead v. Midland Railway Company*, L. Rep. 2 Q. B. 410), but it was their duty to use all due care and vigilance that the engine employed should be in proper order and condition. I am not able to say that the defendants have failed in the performance of their duty in that respect. The driver had opportunities of observing the engine, and he swore that he never saw anything wrong about it, and that when they left Ingledon on the evening in question the engine

was in perfect order. I think, therefore, in the absence of any evidence leading to a different conclusion, that a want of due and proper care cannot be imputed to the defendants by the use of the engine on the occasion in question. At the hearing I felt a difficulty as to the lapse of time between the accident and the sending the engine from Tebay, but on consideration I think the facts were not sufficiently made out to raise the point. I find, therefore, for the defendants.

SWANSEA COUNTY COURT.

Tuesday, Dec. 8.

(Before T. FALCONER, Esq., Judge.)

ASHFORD v. BENSON.

Rights of fishery—At common law and by statute.

W. R. Smith appeared for the plaintiff, and Heath, barrister for the defendants.

His Honour said: The plaintiff Ashford complains of the interference by the defendants with certain fixed nets in Swansea Bay. Ashford says he was in the possession of what he calls "the ground" four years ago last April and up to Aug. 1874. He bought it from Daniel Benson, the uncle of Thomas Benson, the defendant. He gave 10*l.* for it, with the poles and everything. He offered to Thomas Benson to give up the purchase, but he did not take it. The receipt given to him was in these words, "Received 10*l.* for poles, wads, and right of fishing." He remains in possession, and on June 26th last he had fished in the morning. The poles, nets, wads (*viz.*, what fastens down the nets) were then there. He went again on the afternoon tide, and found seventy-five to eighty yards of his nets torn up, and his line parted. Twenty-five poles were pulled up, and one was left standing. This occurred on a Friday. The next day he saw Mr. Price, the agent of the Duke of Beaufort. By Sunday morning he had replaced the poles. He went upon the sands to fish on Monday, and, finding his nets right, he fished as usual. In the afternoon all had again been pulled up, and the net was loosened from the poles, and untied and dropped, but not taken away. One Thomas Hill had torn up the net a second time. After that time he fished with the net until August, when he sold it off. He estimated his loss at £5 on the first occasion, and £2 on the second. In his cross-examination, he said he had bought the right of the fishery ground, and that "we have all moved nets out and in—north and south." It was not disputed that the net was put further out seaward than it had been. The dispute depends on the fact of having moved, it was alleged, the end, or extended the wing of the net. Thomas Hill, who worked for the defendant, admits that he pulled down the net of the plaintiff. He says he was ordered to lay or to put out Benson's net, and he could not do so without interfering with the net of the plaintiff. He told Benson of it on that and on the following day, and Benson did not say anything about it. He also pulled down the net on the following Monday. It was, he said, done "by my own orders; it was right in the way; it interfered with Benson's net altogether." "The head of Benson's net can be moved farther out; you cannot move the arms; the plaintiff had moved the arms of his net." Then the witness, in cross-examination, said, "I did not tell Benson I was going to tear down the net. I told him the nets were in the wrong place. I told him so before I touched them. I told him the second time I could not put out the nets without doing what I did. I knew the position of the nets, and had no other way to put the net than I did." Then Isaac Davies says "that the position of the nets is different from that before; Benson had moved to the eastward, and Ashford moved up to Benson's arm. The position of Ashford's net did not permit the putting down of Benson's net." I have not done more than to state enough of the evidence to indicate the dispute. There seems to be some sort of claim to the fixing of nets. One man who fixes his nets on the sands of the bay in a certain place claims to exclude others, and to sell his alleged right without any formal conveyance. This is done adjoining the seashore, and the agent of the Duke of Beaufort is referred to as having some authority in regulating these disputes, and in receiving licence money. His assistance has not been given in the present case, but I am not a stranger to what is claimed, having had those claims before me in a former case, nor have I forgotten the evidence once given to me of the enormous destruction of spawn fish entangled by the nets on the retirement of the tide, through the practice of fixing nets along portions of the seashore—a practice which all intelligent persons would condemn and prevent if possessed of the power to prevent it. The common law was thus expressed by Mr. Justice Choke in 1463, "If I have land adjoining the sea so that the sea ebbs and flows on my land—when it flows every one may fish in the water which has flowed on my land, for

then it is parcel of the sea, and in the sea every one may fish of common right." As respects, however, the preservation of sea fish, there was passed in the year 1605 (3 Ja. 1, c. 12) a very remarkable Act, which was repealed in 1861 by a far less important Act, viz., the 24 & 25 Vict. c. 109, relating to fisheries of salmon. This Act of James I., entitled, "An Act for the better preservation of fish," recited—"Forasmuch as it is certainly known by daily experience that the brood of sea fish is spawned and lieth in still waters, where it may have rest, to receive nourishment and grow to perfection, and that it is there destroyed by weirs, draw-nets, and nets with canvass, or like engines in the middle or bosom of them, in harbours, havens, and creeks within this realm, to the great damage and hurt of fishermen and hinderance of the commonwealth, for that every wear near the main sea taketh in twelve hours sometimes the quantity of five bushels, sometimes ten, sometimes twenty or thirty bushels of the brood of the sea fish, and also those who use draw nets, nets with canvass or engines in the midst of them, do every day they fish destroy the brood of all sorts of fish aforesaid, in great multitudes." These words express much of what may have been seen, according to the evidence given before me in other cases, in Swansea Bay. Then the Act provided rules and penalties in case certain acts were done destructive of the brood of fish in any haven, harbour, or creek, or within five miles of the same. Instead of repealing this Act, it would apparently be more advisable to have made it generally effective. Other Acts relating to sea fisheries were repealed by the 31 & 32 Vict. c. 46 (1868). This Act, however, of James I. was the law governing the sea fishery of this coast up to the year 1861. By the repeal of this Act we are remitted in this case to whatever protection is afforded by the common law—for I have no evidence whatever of any exclusive right adverse to those general rights of free fishery in the sea resting on the common law. I have no evidence to show that the plaintiff can exclude the defendant from fishing on the coast, or that the defendant can exclude the plaintiff, or that either is entitled to fix poles, or weirs or nets. I think I may infer that the defendant did authorise what was done by Hill, who communicated to the defendant what he did, and who heard it without dissatisfaction, and was silently listened to. If so, it represented a course of conduct which is not to be commended, and open speech would not have affected the legal rights of either party. *Qui tacet non utique facit, sed tamen verum est non negare.* The net of the plaintiff was dropped, and was not taken away. This was a wise course. But if the common law right of free fishery in the sea exists in this bay, both plaintiff and the defendant were in what they did interrupting a free fishery, and if the matter rested here I might, on the authority of the case of *Lloyd v. Jones* (17 L. J. 206, C. P.; 12 Jurist) dispose of this question. Here, an action of trespass was brought by the plaintiff on account of the defendant entering his land to fish. The defendant replied that he, as one of the inhabitants of Bala, had a right by ancient custom to enter on the plaintiff's land to fish in a river which flowed through this land. The Court of Common Pleas held that such a custom was void in law (*Gatward's case*, 6 Coke, E. 60), and, therefore, that the title to a hereditament did not come in question, and that the claim made was not a hereditament. The plaintiff, therefore, sustained his action of trespass. But there is in this case an alleged claim, behind which both the plaintiff and defendant do not dispute. The defendant says he pays 10s. a year to the Duke of Beaufort for two nets, and that he has, therefore, an exclusive right to fish within the boundary of some weir and the dry land. Not raising, therefore, an important question, which, if it becomes a subject of litigation, may not be worth the value of all the licence money paid, the dispute limits itself to this—did the defendant, assuming he authorised what Hill admits he did, improperly interfere with the fixed net of the plaintiff? I infer that he most clearly did not. If the defendant's limits were interfered with, then he had the right to replace his own nets within those limits, and to loosen the nets of the plaintiff, if his nets were within such limit. This was the sole object of the interference complained of. If damages were given they could not exceed 30s., for the plaintiff himself has shown in how short a space of time he replaced his net when it was let to drop. If the rule of the common law relating to sea fishery prevails, and I have no evidence to the contrary, then neither plaintiff or defendant can sustain the claim set up, and if some exclusive claim is acknowledged by the parties, as it certainly is, then as between one and another what was done shows no transgression of rights. But these alleged rights appear to be very undefined, and can never be quietly enjoyed without mutual concessions. Plaintiff would be nonsuited.

TREURO COUNTY COURT.

Friday, Dec. 11.

(Before MONTAGUE BEEB, Esq., Q.C., Judge.)

Re WILLIAM JOHNS.

Bills of sale—Advance to debtor—Defeating and delaying creditors—Intention—Enabling debtor to withdraw bills.

John R. Paull, Truro, for J. E. Elworthy, Curtis, and Dawe, appeared for Mr. J. E. E. Dawe, the trustee.

Haye, for Mr. Kinsman, the holder of the bill of sale.

His HONOUR.—This case comes before me on the application of the trustee in the bankruptcy of W. Johns, to declare a bill of sale given by the bankrupt to one T. Kinsman null and void on several grounds. The bankrupt carried on business at St. Austell, and had an account with the Devon and Cornwall Banking Company, with whom bills were deposited by him for collection at maturity, and with whom he had also a drawing account, which, at the time of the bankruptcy, was overdrawn. On the 12th Oct. 1874, the bankrupt came to Mr. Kinsman, an auctioneer and money lender, at St. Austell, and asked for an advance of moneys sufficient to enable him to withdraw certain bills that were then lying at the bank, and intimated that he might want some £300 to enable him to act as he wished. Mr. Kinsman consented to advance the necessary moneys on the security of a bill of sale of all the bankrupt's stock-in-trade, shop fixtures, book debts, and household furniture, described in the schedule to the bill by way of description, and not by way of limitation, really passing the whole of the bankrupt's property. The bill of sale was executed on the 13th Oct., and the sum of £210 was paid by Kinsman to the Devon and Cornwall Bank, the remaining £90 being supplied by the bankrupt. Kinsman and the bankrupt attended at the bank, and the money advanced by the former never in reality passed into the hands of the bankrupt at all. The bill of sale was of the ordinary character of instruments of that kind, except that it recited that sums of money had been already advanced and paid. It covenanted for future advances up to the sum of £500. I doubted whether the use of the word already did not preclude me from hearing evidence as to the manner and time in and at which the advances were made, and obliged me to consider the bill as having been given to secure a past debt, and not in consideration of a fresh advance; and, therefore, to pronounce it on that ground null and void. I, however, admitted evidence, leaving power to the trustee to object in case of appeal, that I ought not to have admitted it. The consideration for the bill was the sum of £302 15s., for which a receipt was signed by the bankrupt, although but £210 was ever advanced by Kinsman. After the signature of the bill of sale, a key was handed to Kinsman by the bankrupt, and a clerk in the employment of Kinsman was directed by Kinsman to go to the shop, it being evidently considered that his presence would be sufficient to cause a legal taking of possession under the bill of sale. The bankrupt absconded on Oct. 14, thereby committing an act of bankruptcy, on which afterwards adjudication was made. The shop was opened as usual on the morning of the 14th; the trade was conducted as usual during the day by Mrs. Johns, the bankrupt's wife, and his regular assistants; and although the clerk of Mr. Kinsman was in the house, he never interfered in any way or intimated to anyone that his employer was the holder of a bill of sale. On the 15th a petition was filed, and Johns was adjudicated bankrupt on the 16th Oct. The goods, &c., included in the bill of sale have been sold for nearly £415, and the value of the book debts is estimated at £150. I have to determine whether a bill of sale thus granted and thus acted upon is null and void. I would remark in the first place that every one of the conditions which are supposed to make a bill of sale null and void, mentioned in *Twyne's case*, are in existence in this case. First, the bill of sale was made in secret; secondly, it was for a consideration much smaller than the value of the goods passed by it; thirdly, no appraisal or valuation was really ever made, and it contains a matter of taint peculiar to itself, inasmuch as it was expressed to be made for £302 15s., when in reality only £210 was ever advanced. I, however, reserved four points for consideration. First, was the bill of sale void as being a fraudulent conveyance under sub-sect. 2, sect. 6 of Bankruptcy Act 1869; secondly, were the goods included in such bill of sale in the order and disposition of the bankrupt at the commencement of the bankruptcy under sub-sect. 5, sect. 15? thirdly, were the goods in the apparent possession of person making the bill of sale under sect. 1 of Bill of Sales Act? fourthly, was the bill of sale a conveyance made in good faith, and for a valuable consideration under sub-sect. 1, sect. 95? I will take the third question into consideration first,

and to that question I give this answer, that although the goods included in the bill of sale were, on the 13th Oct., in the apparent possession of the bankrupt, yet that the twenty-one days given for the purpose of registration not having expired, such apparent possession does not give title to trustee against the holder, such title being also given where bankruptcy occurs after the expiration of the twenty-one days, and before the registration of the bill of sale. The first and fourth questions may be considered and answered together, for in the view which I take of this case a conveyance fraudulent under sub-sect. 2, sect. 6, cannot be protected by sub-sect. 1, sect. 95. It is a clear and undoubted maxim of bankruptcy law, that the assignment by a trader of the whole of his property, or of the whole with only a colourable exception, if made in consideration of an antecedent debt, is null and void, and is an act of bankruptcy. It is also equally clear that the assignment by a trader of the whole of his property, not only in consideration for an antecedent debt, but also of a future substantial advance, may not necessarily of itself be an act of bankruptcy, and void: (*Lomas v. Buxton*, 40 L. J. 150 C. P.) The meaning of the word fraudulent in the section is fraudulent as against creditors, and a conveyance in which one of the parties is defrauded may still be good, as against creditors. The conveyance must also in its effect defeat and delay creditors, and every conveyance deemed to be fraudulent will be held to have been made with the intention to defeat and delay creditors, although those words have been left out of the Act, being deemed surplusage: (*Ex parte Fisher*, 41 L. J. 62, Bank.)

Now, in order to prevent a conveyance having the effect of defeating and delaying creditors, the monies advanced to the bankrupt must be capable of being used for the advantage of the general creditors—as in most cases to enable the bankrupt, however really hopeless his case to carry on his trade, and by its exercise earn more assets for the benefit of those to whom he is indebted. I cannot on this part of the case help remarking that this maxim, though theoretically true, is practically false, and that in the majority of instances the loan made for the purpose of carrying on the trade, instead of producing by its employment in the trade profits which become divisible among the creditors, causes the bankrupt to obtain fresh and increased credit, and adds to his debts and not to his assets. The rule, however, that upholds such a conveyance is clear and distinct, that the advance must be of such a kind as will benefit the general estate of the debtor, and must not be for the payment of one or more individual creditors only. This rule seems to flow logically from the rule I set out by mentioning that the assignment must not be to secure a past debt; for securing a present or future advance to be used by or with the privity of the assignee in payment of a past debt, would be merely doing in a circuitous manner what it is an act of bankruptcy to do directly. It is in fact a mere transfer of the debt from the old to the new creditor, and then a securing of the old debt thus transferred. The assignee must be cognizant that the assignment is in fact only the securing of a past debt, and as such an act of bankruptcy. (*Hoffman v. Pett*, 5 Esp. 22; *Butcher v. Easto*, 1 Doug. 295; *Graham v. Furber*, 23 L. J. 51, C. P.; *Worsley v. De Mattos*, 1 Burr. 467; *Law v. Skinner*, 2 W. B. 996; *Graham v. Chapman*, 12 C. B., 85; *Fraser v. Levey*, 6 H. & N. 16; *Ex parte Fisher*, and a case from the Irish Court of Queen's Bench, reported at page 540, Co. Cts. Chron.) Now in the present case the advance was made by Kinsman for a particular purpose revealed to him, namely, the withdrawal of certain bills of exchange, which had been discounted by the bank, and were held by them to be placed to the credit or debit of the bankrupt according as they were or were not met at maturity. The bankrupt knew, and I have not any doubt but that Kinsman knew, that these bills would not be met, and that their amount was in truth a debt due from the bankrupt to the bank. Another piece of evidence tending to show that the object of the parties in this transaction was not to enable the bankrupt to continue his trade, but to secure the payment of what in truth were past advances by the bank, is that the advance is less than one-third of the property conveyed. It is true that the smallness of the amount of the advance does not necessarily make the bill of sale an act of bankruptcy, but it is a fact from which the inference may be drawn that the sale was not for the purpose of continuing trade, but to defeat and delay creditors, and consequently fraudulent: (*Ex parte Fisher Lee v. Hart*, 25 L. J. 135, Ex.) Again, even the advance of even a substantial part of the value of the property would not make the transaction valid, if there were in the minds of the parties the sinister object of defeating and delaying creditors: (*Pennell v. Reynolds*, 11 C. B., N. S., 709.) Johns, the bankrupt, had made up his mind to abscond the next day, and knew and intended the bill of sale to be a fraud upon his

general creditors, and Kinsman must have known that such would be its effect. I, therefore, on all these grounds have come to the conclusion that this bill of sale is null and void as a fraudulent conveyance of all the property of the debtor. I may, however, be wrong in the view that I have taken, and, as I am of opinion if the bill of sale was valid and Kinsman under it the true owner of the property passing thereby, that the property was in the order and disposition of the bankrupt with the consent of the true owner at the commencement of the bankruptcy, I will shortly give my reasons for that opinion. I apprehend that the above goods were allowed to stay in possession of the vendor with the consent of the true owner. Such consent must be shown to have been terminated either by a demand of the possession of the goods and a refusal to deliver up possession (as in *South v. Jeffery*, 5 B. & Ald. 131; *Re Ward*, 42 L. J. 17, Bank), or by an actual physical taking of possession as by mesne to take possession, who, finding the door locked, watch the premises—eventually went through window, and remove goods, (*Ex parte Harris*, 42 L. J. 9, Bank.); or by the giving up of the keys of the warehouse where stock was stored, and taking possession (*Ex parte Slee*, 42 L. J. 6, Bank.); or by the existence of some custom of trade, by which it is well known that goods bought are in the habit of being kept in the warehouse of the vendors or in that of a third party, so that no person looking into such warehouse would of necessity presume that the vendors were the owners of all the goods contained therein: (*Ex parte Watkins*, 42 L. J. 50, Bank.; *Ex parte Vaux*, 43 L. J. 113, Bank.) Here there was not any demand and refusal, nor was there any actual taking of possession. The giving up of the key, the goods not being stored in a warehouse separately is not sufficient: (*Ex parte Storer*, 33 L. T. Rep. 244.) Even the marking of the goods with initials would not have been enough: (*Lingard v. Messier*, 1 B. & C. 308.) Nothing was done here to prevent the trader from doing acts by which he would still appear to be the owner of the stock, and thereby to obtain a false credit, whereby the mischief intended to be prevented by the statute is caused: (*Lingham v. Biggs*, 11 B. & P. 82.) It was generally known that Johns carried on the business in this shop, and no legitimate exercise of reason or judgment made from the manner in which the business was carried on during the 14th Oct. would have enabled creditors or others from coming to the conclusion that the goods, stock, &c., had ceased to be in the ownership of the bankrupt: (*Ex parte Lovering*, 43 L. J. 116, Bank.) Even if Kinsman be the true owner, in my judgment the goods were in the order and disposition of the bankrupt with his consent at the commencement of the bankruptcy, and therefore pass to the trustee.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPT—REMEDY AGAINST—ADJUDICATION—DISCHARGE—ACCOUNT STATED.—The 12th section of the Bankruptcy Act 1869, which limits the remedy against the property or person of an adjudicated bankrupt, in respect of a provable debt, to the manner directed by the Act, does not prevent an action being brought for such debt. The plaintiff contracted to repair a boiler belonging to the defendant. During the performance of the contract the defendant was adjudicated bankrupt. Plaintiff, without knowledge of the adjudication, obtained a bill of exchange as security for the amount due for his labour. Defendant did not obtain his discharge. To an action upon this bill, and upon accounts stated, the defendant pleaded to the first count the adjudication in bankruptcy: Held, that without an order of discharge, the bankruptcy was no answer to the action; and further, that there was good consideration for the account stated: (*Marshall v. King*, 31 L. T. Rep. N. S. 511. Q.B.)

HIGHWAY—STOPPING—CERTIFICATE—OMISSION TO STATE SURVEYOR'S AUTHORITY—PRACTICE.—A party desirous of stopping up a highway in a Metropolitan parish, required the vestry of the parish, pursuant to sect 84 of 5 & 6 Will. 4, c. 50, and sect. 9 of 19 & 20 Vict. c. 112, to give notice to and direct the clerk of the said vestry to convene and assemble a meeting of the said vestry for the special purpose of considering her desire. All the other steps preliminary to stopping up a highway, as required by sects. 84 and 85 of the former Act, were duly carried out, but the two justices who viewed the highway omitted to state in their certificate that the surveyors had first duly obtained the consent of the inhabitants of the parish in vestry assembled, or were acting under an order of the chairman: Held, in a case stated upon appeal to quarter sessions, that this technical objection to the form of the certificate did not invalidate the order of sessions by which the highway was shut up. *Quere*, whether this omission could be affected

by the fact that the vestry are the surveyors of the parish in this case, 18 & 19 Vict. c. 120, s. 96. *Semble*, if this omission had been important, the court of quarter sessions might have amended the certificate under 12 & 13 Vict. c. 45, s. 7. *Reg. v. The Justices of Worcestershire* (3 E. & B. 477); dictum of Coleridge, J., disputed: (*Reg. v. Harvey*, 31 L. T. Rep. N. S. 505. Q.B.)

EXECUTION—PROCEEDS OF SALE—SHERIFF—NOTICE—BANKRUPTCY ACT 1869, s. 87.—In order to make a sheriff liable for paying over the proceeds of an execution before the expiration of the fourteen days during which the 87th section of the Bankruptcy Act 1869 requires him to hold the same in the case of a trader debtor, the notice served on him under that section must clearly establish the identity between the debtor to whose bankruptcy the notice refers and the person whose goods the sheriff has sold. *Semble*, that it must also state that the debtor is a trader. On the 14th day after the sheriff had sold under an execution the goods of one W. Smith, a judgment debtor, the debtor's solicitor served upon the sheriff a notice intitled in an action other than that under the judgment in which the sheriff had sold the goods, stating that "the said W. Smith, one of the above-named defendants," had that day filed a petition for liquidation by arrangement: Held, that the notice was not sufficient to make the sheriff liable for the proceeds of sale which he had paid over to the execution creditor, as it did not show on its face that the debtor who had filed the liquidation petition was the person whose goods the sheriff had sold. Decision of the Chief Judge in Bankruptcy affirmed.—(*Ex parte Spooner*; *Re Smith*, 31 L. T. Rep. N. S. 494. Chan.)

LIQUIDATION—COMPOSITION—SURETY—ABSOLUTE ASSIGNMENT TO—EFFECT OF.—The creditors of a liquidating debtor resolved to accept a composition, and that as security for the payment of the composition the debtor should assign all his property to B., who was appointed trustee, and that the security of B. should be accepted for the composition. B. took an assignment to himself absolutely, paid the composition, and realised a surplus. Held, on appeal, that B. was absolutely entitled to the property, and that there was no resulting trust of the surplus in favour of the debtor: (*Ex parte Wilcocks*; *Re Wilcocks*, 31 L. T. Rep. N. S. 520. Bank.)

REFORM OF THE BANKRUPTCY LAWS.

The following letters have appeared in the *Standard*:—

"Sir,—I am induced to address you in connection with a subject of vital importance to the trading interests of our country, viz., the bankruptcy laws. The Act of 1869 has proved a most dismal failure, and incapable of dealing with the purposes for which it was intended, viz., to give the creditors the fullest benefit of the assets the estates contained, and to release the honest debtor from further liability. The release of the debtor is generally obtained, or almost tantamount to it (when refused by the creditors), he is not debarred from entering into business again upon certain contingent liability that is scarcely ever realised. But in some cases the result to the creditors is not the fullest benefit of the assets—that is obtained by solicitors, accountants, auctioneers, and a large number of smaller fry, who live upon the garbage of the estate. All that is left of some estates when first brought into bankruptcy is little else but garbage. A system of collusion at meetings of creditors, sometimes amongst those who represent the debtors with those who represent the creditors, but mostly amongst those representing the latter, that produces scarcely greater benefits than if the whole of the estates were garbage. This result is the more unendurable, because the first proper step to be taken is seldom accomplished; that is, for the debtor to see the principal creditors and ascertain their views of what action is most desirable, which should, in most cases, be a private meeting of all the creditors, before whom a statement of the debtor's affairs should be laid, the opinion and votes of which meeting would decide the course to be taken, both with the debtor and with the estate. In most cases where the conduct of the debtor inspires sufficient confidence in his integrity, and also in his ability to recover himself by the payment of a composition, if properly secured, the assent of the creditors would be easily obtained, which composition, carried out, would liberate the debtor and the estate also. A composition with creditors is the cheapest form of settlement. If it were decided to liquidate the estate under statutory regulation, that is under the Bankruptcy Act, necessary steps could be taken. The proper course, in justice to all parties, is such as I have described, and there need be no waste of money in unnecessary costs. Instead of which the debtor sometimes, with no bad motive, but afraid to meet his creditors, instead of going to them (which the law should compel before taking legal measures), con-

sults a solicitor, who, in most cases, advises the debtor to petition the Bankruptcy Court to liquidate his estate. This puts fees into the court, and heavy costs into his pockets, which, it must be borne in mind, are the first claims upon the estate when the assets are realised.

The evil of costs continues, like iron, to enter the soul of the estate. By the application of the creditors, sometimes by that of the debtor, to the Bankruptcy Court a receiver is appointed, who of course has to be paid. His duty is to take charge of and conduct the business, and prepare a report of the debtor's affairs for the first meeting of creditors under the Act, which may or may not be accepted, and a further investigation required, attended with more expense. This last act is a part of the business of the first meeting. At this meeting "Greek meets Greek; then comes the tug of war." Creditors are present, but to a large extent represented by what are called "professional men"—they are very professional. They previously wait upon the creditors and "lay bare their intentions, which are strictly honourable"—that being the confidential advisers of eminent firms who are the largest creditors, whom they will represent at the meeting, they will be happy to hold their proof and proxy, and represent their interests also, for which they make no charge whatever. Pardon my suggesting to your experienced observation how benevolent even "professional men" can be made by usages brought about by this unhappy bankrupt Bankruptcy Act. Knowing your columns will not allow space to express admiration of these generous-hearted men, it is but fair to show their deeds as well as describe their vows. I cannot go into all the details. Where there is no estate, some creditor possessing advantage over the others having already secured it, or it has been entirely wasted by the debtor, and there is nothing to divide amongst these honest men, the meeting is very peaceful. If there be an estate the discussion results in ascertaining who holds the most proofs and proxies, and then comes the arrangement amongst these good, kind souls by which the estate is transferred into costs, in turn to be transferred to their pockets, but little, if any, dividend finds its way into the pockets of creditors. The method of this last I will, with your permission, more fully bring under your notice in my next letter. *OBSERVER.*

"Sir,—Will you kindly allow me to reply to the letter of 'Observer' on this subject, which appeared in your issue of Saturday last? I hope to convince 'Observer' himself that, whilst calling attention to certain abuses, he lays the blame of these at the wrong door, and suggests a remedy which has been and is constantly tried, but which, from the very nature of things, cannot be other than wholly impracticable. I desire, in the first place, to point out the illogical nature of 'Observer's' remarks. He commences by saying, 'The Act of 1869 has proved a most dismal failure, and incapable of dealing with the purposes for which it was intended.—1. To give the creditors the fullest benefit of the assets the estates contained; and, 2, to release the honest debtor from further liability.' In the very next sentence he contradicts himself. He says—'The release of the debtor is generally obtained, or almost tantamount to it (when refused by the creditors); he is not debarred from entering into business again upon certain contingent liability that is scarcely ever realised.' So that the second purpose of the act (according to 'Observer') is, on his own showing, fully realised. Then he goes on to say—'But in some cases the result to the creditors is not the fullest benefit of the assets; that is obtained by solicitors, accountants, auctioneers, and a large number of smaller fry who live upon the garbage of the estates.' Then, observe the following sentence—'All that is left of some estates when first brought into bankruptcy is little else than garbage.' Quite so. If these estates contain little else but 'garbage' (I suppose a plegmatic translation of costs), it need not be 'unendurable' that no large dividends are obtained from them—*Ex nihilo nihil fit*. "The fact is 'Observer' starts with the wrong premises. He says the purpose of the Act was 'to give the creditors the fullest benefit of the assets the estate contained.' The purpose was rather to give creditors the fullest power and control over the assets of insolvent estates. Now, surely no one who is at all acquainted with the Act of 1869 will say that it was possible for any legislature to pass an Act giving fuller power to creditors than the 1869 Act does. The creditors may do exactly what they like with the estate. They may resolve to compound and pay no "costs" to anyone, and indeed many a solicitor has lost his costs of the petition by these means; they may appoint a creditor or a professional man trustee, and they may fix his remuneration at any sum or per centage, or make whatever agreement they like. As a matter of fact, in nine cases out of ten the trustee is appointed with a committee of inspection by the creditors, the trustee's remuneration being left entirely to the committee. If cre-

ditors desire to wind-up an estate without incurring any costs whatever beyond the court fees and the cost of the petition, the Act give them ample power to do so by their appointing one of their own number as trustee. If, as is generally the case, creditors decline the responsibility, time, trouble, and worry of winding-up an insolvent estate, and appoint a professional man to do it for them, is it unreasonable to expect that he should be paid for his services? Then, as to the 'large number of smaller fry.' I confess I am entirely ignorant of their existence. The Act makes no provision for any costs except those of the solicitor in the proceedings and the trustee, and (if any property has to be sold) an auctioneer; but the trustee's remuneration is in the hands of the creditors themselves or of their committee, and all solicitors' and auctioneers' bills must be taxed before they can be paid by the trustee. The Act even goes further than this. It insists on the sanction of the committee of inspection being obtained before the employment of a solicitor, by the trustee, so that it practically gives to the creditors the power of saying whether there shall be any solicitor employed or not. In the face of these ample provisions and protections is it not idle to cry out against the Act as a failure. It is true that there are a great many harpies who, as 'Observer' says, wait on creditors and tout for proofs and proxies for the purpose of furthering their own ends; but who is to blame for that? Surely the creditors themselves, in believing and encouraging them, and no class of the community would be more pleased to see this put an end to than respectable professional men. Who is to stop it? Not, surely, the Legislature. It would be a most wonderful Act that would abolish harpies. The creditors themselves can and ought to do it, by refusing to listen to such, by attending the meeting themselves; or, if that is not convenient, by giving their proof and proxy to their legal adviser, or to some one whom they know, and can implicitly trust to represent their views. If they cannot do either of these, then they should abstain from giving a proxy at all. Then, as to the remedy which 'Observer' proposes of private meetings of creditors, I need only say that they are being constantly held and with the invariable result—a petition for liquidation. How is it possible to get forty or fifty creditors, some partly secured, others wholly unsecured, some with small claims and inclined to be friendly and easy with the debtor, others heavy losers and full of hostility, and all more or less vexed, to come to any unanimous resolution—for unless unanimous the dissentient creditors are free to take any steps they please, and by levying execution render the whole scheme abortive. I know of only one case of any importance where an arrangement was carried out without the aid of the Act. In that case, however, the composition was large (nearly 75 per cent.), but still, what with the trouble the solicitors and others had to bring the refractory creditors to agree to the arrangement, I question very much whether the costs were not greater than the costs of a petition would have been. At all events the time occupied in the settlement was twice as long. 'Observer' says, 'A composition with creditors is the cheapest form of settlement.' This is well known to every one, and let me say for the credit of the Profession that I have attended many meetings under the liquidation clauses of the Act, and at every one, without exception, the professional men have striven hard for their clients (creditors) to obtain from the debtor, or his friends, a composition, and liquidation has only been resorted to when a composition was found to be impossible. Ninety-nine out of a hundred debtors would pay composition and make an end of the whole matter, and be reinstated in their former position, but, unfortunately, money and security are not always at the command of insolvent debtors. Again, as to the appointment of 'receivers,' 'Observer' seems to think them useless, and of late several of the registrars of the London Bankruptcy Court have required strong evidence of danger to the estate before granting the appointment of 'receiver.' With all deference to their opinion, experience has convinced me that the moment a debtor files a petition a receiver should be appointed, not only to protect the estate from suing creditors, but principally from the action of the debtor himself, who, if a trader of any importance, is during the intervening time between the filing of petition and the meeting of creditors subject to almost overwhelming temptation to make some provision for his own wants for the next two or three months of suspense and inactivity from the funds of the estate, and is likely to be harassed into giving some advantage to more immediate friends who happen to be creditors. The receiver's fee is entirely in the power of the taxing master, who is not generally considered over generous, and I venture to say that in the great majority of cases a receiver, by his prompt and impartial action, saves for the general estate many times the amount of his fee. I do not wish to uphold the Act of 1869 as fault-

less. There are many parts which might with advantage be amended, but hitherto 'Observer' has failed to point these out.—Yours faithfully,
"London, Dec. 14."
"J. MACDONALD.

The *Globe* writes:—The statistics we published yesterday seem to prove beyond a doubt that the public have good ground for complaint that the existing Bankruptcy law is not effectual in its object. It is stated that the delay in winding-up an estate in the court is such as to be almost a denial of justice; that the cost in many cases absorbs the whole estate, and in the majority of cases bears far too large a proportion to the assets realised. Then there are complaints that the trustees under liquidation arrangements get the assets of the estate into their hands and fail to distribute them. In fact, the sum and substance of the complaint is that where the management is official the process is too costly, that where it is unofficial there is not sufficient control, and that in all cases there is much delay. Several of these complaints are partially borne out by the return of the comptroller. What he tells us as to the cost of bankruptcy proceeding is sufficiently startling to arouse discontent. As to the cost of liquidations he has no means of informing us, but we might judge from the increasing popularity of this mode of taking the benefit of the Act that it is less costly. Then as to delay. The statistics show how small a proportion of the bankrupt estates are wound up within a reasonable time. At the end of 1873 we find that 634 bankruptcies of the year 1870 were still pending. We are prepared to admit the possibility that in many of these cases there is no prospect of realising enough to make it worth anyone's while to go to the expense of proceedings which there may not be assets to meet. And in considering this question of delay it must always be borne in mind that none of our civil courts set themselves in motion, nor do they go on a single step beyond that which the parties interested may find it necessary or remunerative to move them. If 500 trustees of bankrupts' estates were summoned for neglect of duty in 1873, if those persons who are so far under the control of the court have neglected their duty, what of the far larger number of trustees under liquidations who are not so much under the control of the court? Among other suggestions for providing a remedy for all these evils is one by Sir John Stuart, which deserves attention, if only because it comes from so eminent a source. The learned ex-Vice-Chancellor proposes that the administration of the assets of bankrupts should be conducted like the administration of the assets of a testator or intestate, "by a staff of chief clerks and junior clerks, under the directions of a Vice-Chancellor." Perhaps the public are not so enamoured of Chancery procedure as to appreciate the full force of this proposal. They may think that Chancery procedure is costly, and not altogether free from delay. It will be for the commercial community to say whether they prefer the present system, where in cases of liquidation the sole control is left to the creditors, and where, as in bankruptcy, the small minority of cases is subject to a control which is only partial and very costly, or whether they prefer a system where every case shall be under the control of a court.

LEWES COUNTY COURT.

Tuesday, Dec. 15.

Re MATHEW.

Application to remove trustee.

In this case *Stone* (*Stone* and *Simpson*, Tunbridge Wells), made an application to his Honour. He appeared, he said, on behalf of three creditors, Messrs. James Booty, James Whitton Hawkins, and George Farrer, of Tunbridge Wells, and wished to move for an order that the trustee (Mr. Sidney Chidley, who appeared in person), should be removed from his office; for a certificate to the trustee that in the opinion of the judge the bankruptcy proceedings could be more advantageously conducted in the County Court of Kent, holden at Tunbridge Wells; that the registrar of this court might be directed to specially summon a meeting of creditors for the purpose of attending in person to pass a resolution to that effect, and to make any order that may be considered necessary as to the appointment of a new trustee.

His Honour said he should suggest that Mr. Chidley ought to have a certain time allowed him to consider the matter, and meet it.

Stone replied that Mr. Chidley had notice last Thursday morning, and by letter that morning. He had brought one of his clients down there from Tunbridge Wells for the purpose of examining him, and never suggested an adjournment till after two o'clock, when he found that he (Mr. *Stone*) was fully prepared.

His Honour.—Is the estate worth much?

Stone.—There are about a dozen doubtful debts on the file.

His Honour asked if anything more could be got out of the bankrupt?

Stone.—No doubt about that.

His Honour.—Oh, well then, I grant the adjournment, and let the expenses be paid out of the estate.

Stone.—I beg your Honour's pardon; no application has been made for an adjournment.

Chidley.—But I am about to apply for one.

His Honour.—Just so. I was sure what Mr. Chidley would do under the circumstances.

Stone said he would rather not take an adjournment, inasmuch as there was no committee of inspection appointed, and he was obliged to apply to the court instead of to such committee, or a special meeting being summoned.

The adjournment was then granted, and *Stone* applied that the court would direct the Registrar to call a meeting of the creditors for the purpose of asking them to remove the present trustee.

Chidley said he had been instructed by the bankrupt that Mr. Farrer had at that moment in his hands property belonging to the estate, viz., a valuable gold watch and chain. He, therefore, had a counter application to make, and he asked that under the 96th section of the Act a summons might be granted against that gentleman for him to appear, and be examined as a person suspected of being in possession of such property. He asked his Honour to suspend his judgment of the case till all the facts were before the court, and he had an opportunity of answering the affidavit. He called his Honour's attention to paragraphs 4, 5, and 12 in that document, and said they contained some most libellous matter concerning himself, and he wished to take the advice of counsel as to what action he should take in that matter.

Stone.—It is very probable this matter will lead to criminal proceedings.

Chidley.—Very likely.

Stone.—And against Mr. Chidley.

Chidley.—I protest against such remarks. The real charge against me is that I omitted, through inadvertence, to send notice to creditors, who by their affidavits were not prejudiced thereby. The charges against me are of a most serious character. They can appoint who they please as trustee if they can prove that I am guilty of what the charges set forth, but I will defend my office when those charges are only made by the unsupported affidavit of the deponent.

His Honour.—Without any feeling of prejudice whatever, and without judging the case in any way, I would suggest whether it would not be advisable for you to retire from the office, if it is the wish of the majority of the creditors.

Chidley.—That can be easily proved at the meeting. I only contest the matter on principle.

Mr. *Stone*'s application was then granted, and also Mr. Chidley's, His Honour adding that whatever decision the special meeting of creditors came to, it would be ruled by this court.

Stone.—And I further apply that the trustee be made personally responsible for the expenses incurred in bringing this witness down. He is the accountant.

Chidley.—A linendraper's assistant—

Stone.—You can be as offensive as ever you please, but he is an accountant.

Chidley.—Because the counsel on the other side is so inoffensive.

His Honour directed that the costs should be charged to the estate, and the matter dropped.

The sitting lasted five hours.

LEGAL NEWS.

THE Tithe Commissioners are of opinion that the Dominicals of Exeter never were payments in respect of tithe land, but are in the nature of personal tithes, and therefore are not capable of being commuted under the provisions of the Tithe Act.

LABOUR LAWS COMMISSION.—A meeting of the Labour Laws Commission was held on the 18th, present—The Lord Chief Justice, Lord Winmarleigh, the Right Hon. E. P. Bouverie, M.P., the Right Hon. Russell Gurney, M.P., Q.C., the Right Hon. Sir Montagu Smith, Q.C., J. A. Roebuck, Esq., Q.C., M.P., Thomas Hughes, Esq., Q.C., G. Goldney, Esq., M.P., A. Macdonald, Esq., and the Secretary, Mr. F. H. Bacon.

A JUDICIAL REBUKE.—The *York Herald* says that Mr. Justice Denman startled assize court blackguardism at Warwick by an outburst of indignation. Suppressed tittering reached his ear from the gallery whilst a witness was reluctantly repeating indelicate language, his Lordship exclaimed in a tone of astonishment and anger, "Good God, is this a Christian country?" Having threatened to have one man arrested who had been laughing at every indelicate expression, his Lordship added, "Let us have decency in courts of justice. One does not come to be amused by filth which one is obliged to extract in cases that disgrace the country."

Who are never likely to "take the will for the deed"?—Lawyers.

ABOLITION OF THE ENDOWED SCHOOL COMMISSIONERS.—On the 31st inst. the powers of the Endowed School Commissioners will be transferred to the Charity Commissioners, and the several persons cease to hold office.

We are informed that the Wesleyan body intend to take legal proceedings to have the right of their ministers to be described on tombstones in parish churchyards by the title of reverend established by law.—*Observer*.

We understand that there is no intention of the appeal in the Muckonochie case being heard before the Judicial Committee of the Privy Council. If it is not transferred to the new court it will be abandoned.

LEGAL EDUCATION.—The Council of Legal Education have appointed Friday, Jan. 1, at Lincoln's Inn Hall for the examination of students. The examination for honours, and pass certificates will be held on Monday, Jan. 4, Tuesday 5, and Wednesday 6.

COUNTY COURT PRACTICE.—At the Banbury County Court on the 18th inst. Mr. Cooke, the new judge, sitting for the first time, fined a plaintiff appearing on a judgment summons, 40s. for contempt, and 40s. for wearing his hat in court. It appears that the contempt was the assertion of the plaintiff that the judge denied him the justice which he desired to have. The learned judge is reported to have added, that members of the House of Commons had complained about county court judges committing men to prison who could not pay, he was not going to be brought before the House of Commons for the plaintiff or any other man.

THE LORD CHANCELLOR'S NEW COURT.—The *Times* (19th inst.) contained a letter from "A Barrister," strongly complaining of the new arrangement, especially with reference to the reporters. The writer, for divers reasons, suggested an early return to the former arrangement of the seats, &c., in that court.

THE RECENT EXPLOSION ON THE GRAND JUNCTION CANAL, REGENT'S PARK.—A number of cases had been set down for hearing at the last Marylebone County Court, arising out of the recent explosion near the Regent's Park, the plaintiffs in each case claiming damages against the Grand Junction Canal Company. The company, however, obtained a writ of *certiorari* for removing the causes to the Court of Queen's Bench, where a representative case may be expected to be tried in Hilary Term.

NEW MAGISTRATES FOR MIDDLESEX.—The following gentlemen have been sworn at the Middlesex Sessions House as justices of the peace for the county of Middlesex and the city of Westminster:—John White Cater, Esq., Robert Gillespie, Esq., Captain Frederick Trotter, Sir David Salomons, Bart., Robert Augustus Aspinall, Esq., William Wainwright, Esq., Robert Wood, Esq., Wm. Michiele Plowden, Esq., Rear Admiral Willes, C.B., Edward Brooke, Esq., and Charles Thorold Fane, Esq.

A CORRESPONDENT of the *Irish Law Times* points out a remarkable discrepancy in recent legislation for Ireland. By the Friendly Societies Act (37 & 38 Vict. c. 42), it is provided that disputes thereunder may be heard and determined by the court (i.e., the Civil Bill Court), by the registrar, or by arbitration. By the 36th section such determination shall be final—"Provided always that the arbitrators, or the registrar, or the court, as the case may be, may at the request of either party state a case for the opinion of the Supreme Court of Judicature on any question of law," &c. As there is no Court of Judicature for Ireland, and the operation of the Act establishing such a tribunal for England has been postponed till Nov. 1875, it would appear that this section must remain nugatory. This haphazard style of legislation is not reassuring, either to the Profession or more especially to the public, and our legislators must discover some surer method than at present exists for preventing exhibitions of a somewhat painful character.

EXTRAORDINARY ACTION AGAINST A SCOTCH SCHOOL BOARD.—The purpose of the pursuer, the rector of the Grammar School and principal-teacher of the Public School of Kelso, is to prevent the Kelso School Board from insisting, in terms of certain resolutions recently come to by them, that the whole children receiving instruction within the public school shall be taught together, and abolishing the grammar school as a department of the Kelso parochial school, taught as heretofore separately from the other or English department of the school, or lowering the school fees heretofore payable to the pursuer; or at least to prevent their so doing without making due compensation to the pursuer. He asks £5000 in respect of loss and damage sustained by the defendants' actions complained of. Lord Young said he was by no means without sympathy with the pursuer, but he did not see how this sympathy could enable him to give effect to the conclusions

of the present action. He understood the pursuer's counsel to contend that the proceedings complained of by him were only objectionable in respect of himself, but otherwise were quite within the power of the School Board. He was clearly of opinion that these proceedings were within the power of the board, and if they in any way injuriously affected the pursuer's position pecuniarily, he must seek for his remedy in a process claiming from the board payment of the deficiency of income thus caused. He would probably put his opinion in formal shape in a few days, but meantime he thought the present action not maintainable.

THE SOLICITOR GENERAL AND KNIGHTHOOD.—The Solicitor-General, writing to the *Manchester Evening News*, which had published some rumours respecting the delay which had taken place in the knighting of the hon. and learned gentleman, says that there is not the slightest ground for alleging that the honour of knighthood was denied him in consequence of any domestic circumstance, or that he ever threatened to resign if the honour were longer withheld. The delay was caused by Mr. Disraeli having forgotten that the Solicitor-General was not knighted, and when, after the session was over, the Home Secretary, unsolicited by Mr. Holker, wrote to Mr. Disraeli on the subject, the answer he received was that the Prime Minister deeply regretted the matter had escaped his memory. He suggested that the honour should be conferred immediately the Queen (who was then at Balmoral) returned to London, or if the Solicitor-General so wished, at once, by special letters patent. The hon. and learned gentleman elected to wait until her Majesty came back to town, and upon the first convenient opportunity after her return from Scotland the Queen conferred upon him the honour of knighthood.

A VERY pertinent letter, with the heading "Auctioneers and Accountants," has been addressed by "An Auctioneer" to a contemporary. We reproduce it for the information of our readers:—"As matters stand, it is admitted by the accountants themselves that they have really no recognised professional position, and this becomes indisputable from the fact that they are at present, to some extent, agitating to obtain an alteration for the better of the place they occupy in the commercial world—namely, to become professional men. As an auctioneer, I cannot say that either I or my brethren aspire to a similar change; but whether some do or not, there exists no doubt but what we are, at any rate, more legally entitled to call ourselves auctioneers than the accountants is to style himself accountant, and this I will show. After having been articleed, at a premium of from one to five hundred guineas (in some cases more), to a firm of auctioneers, for the purpose of learning the peculiarities and duties connected with his very versatile business, the auctioneer has to pay annually a fee of £10 to the Treasury in order to enable him to follow his adopted calling. What, I ask, has the accountant to contribute to the revenue in order that he may carry on his business? Nothing. I have no wish to cry down accountants, many of whom I am intimate with, and nearly all of whom I respect as good and shrewd business men, but, 'given, a brass plate and a connection; result, an accountant,' is a saying I have heard, which is not in some cases far from the truth. Now, I have to point out a great grievance of which auctioneers have to complain. In almost every daily paper, and in nearly every advertising organ, are to be seen announcements of this, that, and the other partnership, business, &c., being for disposal, 'full particulars to be obtained of So-and-So, accountants.' I would gladly learn what accountants can possibly have to do with the disposal of property of the above-mentioned description? Surely should not transactions of the nature referred to be negotiated through an auctioneer? or is it to be accepted that the accountant claims to be equally entitled to the nickname, 'happy medium,' as the auctioneer? I submit auctioneering is not accounting any more than drawing a will or a marriage settlement is book-keeping. In conclusion, I take the liberty of suggesting that it would be as well for accountants, in making any efforts to gain the position they are apparently endeavouring to reach, to betake themselves more exclusively to their own affairs, and not to interfere with the legally authorised business of others, upon which, it cannot be denied, they now-a-days closely and improperly trench."

RAILWAY COMPANIES AND MEDICAL SERVICES.—Two legal points of considerable interest regarding the relations arising between railway companies and the medical men whose assistance is procured in cases of accident were decided last week in courts of law. One was an action brought by a surgeon against the Great Western Railway in the Tenbury County Court. The plaintiff (according to the *Lancet*) was summoned by the station-master at Tenbury to attend a person who had been injured on the railway, but when he

had rendered the requisite assistance to the patient and applied for his fees, the several parties denied their liability, the station-master declaring that he had acted merely as the representative of the company and in the manner which he supposed they would have desired, while the company refused to be responsible for the acts of their officer. The judge, however, very properly decided in favour of the plaintiff. The other case was of a somewhat different character. A surgeon in this instance proceeded against the Great Eastern Company to recover his fees for attendance on a woman who was injured in an accident. The payment was refused on the ground that it was excessive. The surgeon, it seems, instead of adopting a scale of charges suitable to the position of the patient, took into consideration the fact that it was the company and not the woman who had to pay, and charged accordingly. This was, of course, a rather unfortunate position for him to take up, but one not unusual in similar circumstances. His conduct was very severely commented upon by Mr. Justice Brett, who told the jury that "they had no right to make the company pay for his attendance more than he ought in reason to have charged the old woman if there had been no railway company in existence." If, however, it is the custom of the medical profession to make distinctions in the amount of fees according to the position of the patients, it is difficult to see what was reprehensible in the act of the surgeon.—*Pall Mall Gazette*.

CRUELTY TO ANIMALS.—One of the most difficult points which magistrates have to determine in cases frequently coming before them is what constitutes cruelty to animals. The proper definition of the offence is no doubt the infliction of unnecessary pain upon sentient beings other than mankind. But then within the limits of such a definition field sports and many of the ways in which animals are killed for food would be included. It can scarcely be said that the promotion of amusement supplies the element of necessity in fox-hunting, or that the colour of veal or the firmness of cod fish does so in regard to the bleeding of calves to death or the crimping of the fish alive for instance. As far as vivisection is concerned, its justifiability depends entirely upon the object with which it is carried out and the conditions under which it is conducted. But it is rather when dealing with the treatment of domestic animals in the ordinary course of their employment, especially horses, that magistrates appear to be very frequently perplexed. Is it, for example, a criminal offence to whip and spur a shying and jibbing horse? Mr. Balguy, the magistrate at Woolwich police court, is of opinion that it is. On Saturday a veterinary surgeon was summoned for cruelty to a horse. Several witnesses stated that an ill-tempered horse belonging to the defendant shied and jibbed; the defendant struck it repeatedly with his whip, and struck his spur violently into his sides. When spoken to by a constable he said that his spurs were of the regulation length. The spurs were produced, and Mr. Balguy said the spikes of the rowels were unnecessarily long. Most people now filed them down, while many good horsemen adopted the better plan still of having no rowels at all. Spurs would only make a jibbing horse more rebellious. The horse could not say to the man, "What a fool you are for spurring me!" and the man could not see that he was only irritating the horse still more, and so they never came to an understanding. The defendant was sentenced to pay a fine of 20s. and costs. We do not quarrel with Mr. Balguy's decision in this case. But if all magistrates acted upon his view of the use of spurs, what would be due about hunting and racing, especially steeple-chasing, as at present pursued?—*Pall Mall Gazette*.

JURYMEN IN THE FOREST COURTS.—At the Easingwold County Court, before E. R. Turner, Esq., Judge, Mr. Octavius Robinson appeared on behalf of Sir George Orby Wombwell, Bart., Lord of the Manor of the Court Leet of Easingwold and Huby, and sought to recover from Mr. John Smith, draper, of Easingwold, the sum of 10s., the amount of a fine for non-attendance as a jurymen the last court leet sitting. Considerable interest centred in the case, as it was known that Mr. Smith was merely opposing the claim in a friendly spirit, and for the purpose of testing the power of the court leet to recover fines from defaulting jurymen. Mr. Robinson having opened the case, defendant admitted receiving the summons, and refusing to attend, and then the former asserted that the fine was imposed by the steward, in accordance with custom. He said that so late as 1854, in that County Court, the sum of 10s., which was a reasonable amount, was recovered in a case of *Wood v. Peacock*, and he now asked for a similar sum.—Defendant contended that the fine could not be recovered, and urged that the establishment of the County Court system had taken away the powers of the court leet. He

said it was surely a very strong argument in his favour when the latter court had to bring their grievances before his Honour.—The Judge informed Mr. Smith that courts leet were the most ancient courts in the kingdom. They were recognised in Magna Charta, and had power under it to punish evil-doers.—Mr. Smith said he could not see how they continued to be legal when they had to bring him to the County Court to enforce the fine they had inflicted.—His Honour referred to cases in the reign of Henry VII. and Queen Elizabeth, to show that even then courts leet had power to assess fines and distrain on goods. They still unquestionably possessed that power, and the juryman must attend if summoned; and the only question would be as to the amount of the fine.—Defendant said that the first notice he got merely stated he had been fined 5s.—Mr. Robinson submitted that the fine ought to be sufficient to cover the expenses of another juryman, who had to be obtained as a substitute for defendant. He had received 10s. in a similar case only a few weeks ago.—Mr. Smith disputed the 10s. fine as unreasonable. There were no expenses to be met, and the money was only spent in drink. He had another plea, and that was that the fine had already been paid by Mr. Robinson himself, and his (defendant's) health had been drunk with musical cheers, which was the usual course of disposing of the fines. (Laughter.)—His Honour said if Mr. Robinson could prove to his satisfaction that the 10s. was reasonable, judgment for that amount would be given.—Mr. Robinson agreed to accept the 5s.—Mr. Smith: The money is paid, then, and spent. (Laughter.)—Mr. Robinson admitted that the other juryman "run up a score on the strength of the fine" which was to be recovered from Mr. Smith. (Renewed merriment.)—Ultimately his Honour gave judgment for 5s., with costs. The *York Herald*, commenting upon this case, says:—"The case affords a curious insight into the working of these old feudal courts which, though greatly shorn of their former powers, still linger amongst us. From time to time the law affecting these obscure tribunals has been altered, and it is not improbable that some day they will be entirely swept away, and thus share the fate of other feudal courts that formerly existed."

A SCENE AT THE CHESTER ASSIZES.—An occurrence, perhaps without a parallel, was witnessed at the close of the assizes at Chester, of which the *Manchester Guardian* gives the following account: Mary Lancaster, thirty-three, was indicted for the manslaughter of her husband, John Lancaster, at Birkenhead. The deceased had long led the prisoner a wretched life, and on the 13th Sept. he came home drunk, and kicked over the meat which she was preparing for his dinner. He then thrashed her, and in a passion the prisoner threw at him a sharpening steel, and caused his death. The prisoner was a hard-working woman, and in spite of her husband's brutal treatment of her had done her best to make his home comfortable. The jury found the prisoner guilty. Mr. Justice Brett, addressing the prisoner, then said: I believe that if I thought it right to act according to your own feelings I should say nothing about this unhappy husband of yours. As far as I can see you were a respectable, hard-working, well-behaved wife, and I feel bound to say a greater brute than your husband was I have seldom heard of. There are circumstances in the depositions even worse than those which have been brought forward. They show that, even on the very last day you were together, you were doing all you could to make his home comfortable and to make him happy. With a brutality which made me shudder when I read it, he cast away that which you had prepared for him. He has been beating and ill-treating you for months, probably for years, and it is nothing but the tenderness and forgiveness of the woman and wife which prevented you from having him punished for crimes he committed against you time after time. It is only when he has driven you to desperation by ill-treating you the whole day, and I dare say was on the point of ill-treating you again, that you in a moment of passion, took up a formidable weapon and threw it at him, I believe, without the intention of striking him. It did strike him, and you immediately ran for assistance, and did all you could to save him. All the real right in this case was on your side—all the real wrong on your husband's; and God forbid that I should punish you. I will be no party to it. I will not even make this judgment complete. I will not allow it to be said by anybody that you are a convicted felon—(hear, hear)—for a conviction is not complete until a sentence is passed, and I mean to pass no sentence at all. (Loud cheering, which for some time the officials of the court vainly endeavoured to suppress.) I shall merely ask you to enter into your own recognisances to come up for judgment if called upon, and nobody in the world will ever call upon you—God forbid they ever should. (Renewed cheering, during which the prisoner left the dock).

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

SCHOOL BOARD PROSECUTIONS.—In a recent issue you very properly suggested that in many cases it was desirable that a professional man should conduct prosecutions, which being entrusted to incompetent persons often prove abortive, and you added that to reduce abortive prosecutions to a minimum was especially important as tending to secure a stricter obedience to law by would-be offenders. One of our local newspapers, whose irascible editor falls foul (in the last issue of the paper) of—the Prime Minister, for appointing a Friday for the opening of Parliament; Lord John Manners, for "harsh treatment" of letter sorters; an Archdeacon, in connection with a paper on "Pauperism and the Poor Laws" who, in correcting by letter the editorial comments observes, "kindly place the above explanation before the public, and I shall be obliged. Assail my opinions as much as you please, only do not attribute to me statements that I never dreamt of;" also the learned recorder of the borough for an opinion expressed at a meeting in London in favour of Female Suffrage; and, among others, yourself, for your observations in regard to such School Board prosecutions. "The recommendation of the *LAW TIMES* would" (says the *Hampshire Telegraph*) "simply be to put annually into a lawyer's pocket some hundreds of pounds which might be devoted to some far more useful purpose." It also imputes to you a suggestion that you consider the employment of solicitors in such cases would occasion greater terror of the law in the minds of offending parents. The ordinary reading of your suggestion, made no doubt rather in the interests of the public than the Profession, seems clearly to be that for an annual fee, not certainly involving "some hundreds of pounds," or an "enormous expense," or any other kind of exaggeration, certain practitioners in the police courts should be considered as holding a general retainer for these Boards to advise and represent them when found desirable; and, further, that by avoiding abortive prosecutions as much as possible (not, as suggested, by the employment of a professional man), the law would be held in more respect. The unmeasured strictures on your comments, contained in this local paper are of course, without interest to your readers, but the mode of conducting School Board, and, indeed, all prosecutions, is of as much concern to the Profession as the public. I notice that Mr. Justice Denman recently complained of police superintendents conducting prosecutions.

A SOLICITOR.

CLAIMS OF RETURNING OFFICERS.—Will any of your readers who have acted as returning officers at elections of school boards, contested or otherwise, state for the guidance of their brothers in office the form in which they sent in their claims for remuneration, whether charging item by item, or in a lumped sum, for services, with a detailed account for money paid out of pocket; and, in either case, how the total amount was calculated? And further, if they treated the ballot apparatus as that of the School Board?

A RETURNING OFFICER.

LAND AND LAW REFORM.—The announcement in the *LAW TIMES* of Saturday last that "amongst the various proposals of legal reform, and at the same time bearing on the land question, to be introduced by the Government in the coming session, is one for the compulsory abolition of copyhold, and the change of all such holdings into simple freehold," will be received by many of the legal profession with surprise, and such of the public as are interested in the question will await with anxiety the proposals of the Lord Chancellor. As the steward of several manors, I am naturally interested in this important question; and as your columns are always open to the discussion of any measure of legal reform, I ask permission to call the attention of the Profession and the public to the existing state of the law, so that they may be in a position to judge of the necessity for, or propriety of, disturbing the existing relations between the lord of a manor and his tenant or copyholder. The nature of a manor is but little understood by the general public; it must have existed at the time of 18 Edw. 1, and the lord of a manor at the present day is a representative by gift, descent, or purchase of one who in, or prior to that reign, was the chief owner of a tract of land, which he granted out to be held by his grantees upon certain or uncertain services, money payments or conditions, these grantees were originally pure tenants at will, but by lapse of time became customary owners, and the courts of law afforded protection

to their estates so long as they duly discharged the services, rent, or conditions upon which their grant was originally made. A copyholder of the present day is a representative by gift, descent, or purchase of one who, in the olden time, was one of these grantees, and he now, generally speaking, holds his lands at a small (almost nominal) quit rent, and on the occasion of a sale or death his successor has "to take up" the estate, and pay to the lord a fine of two years' quit rent, where the custom of the manor is fine certain, or of two years' improved annual value where the custom is fine arbitrary. The successor has in addition to pay the steward of the manor a set of fees. These fees rarely exceed £10 10s., and where the property is small £5 5s. is the more frequent payment. On feudal principles a copyholder has not so large an interest in the lands as a freeholder; he has possessory, as distinguished from proprietary, rights over the soil, and consequently the timber above, and the mines and minerals below the surface are not his absolute property. In some manors the lord reserved the whole of the timber, minerals, &c., to himself, in others, and more generally, one-third only of these soil products was reserved, and such reservations remain in the lord's favour at the present day. A copyholder being originally a mere tenant at will had no power of leasing, nor has he now such a power, without the lord's consent, but such consent is generally granted on payment of a guinea fee to the steward, and whenever the consent is withheld, any competent conveyancer knows how to prepare a lease for any number of years without creating a forfeiture of the land. The transfer of a copyhold estate is effected by a simple process called "a surrender," a document containing fewer words than are used in the bill of sale of a ship. This document is entered upon the court rolls of the manor, and in practice nothing is more simple than the deduction of a vendor's legal title to copyhold land, and, to use the language of Blackstone, "We may now look upon a copyholder of inheritance with a fine certain, to be little inferior to an absolute freeholder in point of interest, and in other respects, particularly in the clearness and security of his title, to be frequently in a better situation." It will be observed that Blackstone speaks of fine certain copyholders; but I venture to assert that since the abolition of the military tenures in 1660 but few hardships have been attendant on any copyhold tenure, and the facility afforded for enfranchisement by modern legislation (if extended by a repeal of the 48th section of the Copyhold Act 1852) are all that the most sanguine law reformer can or should desire. A word as to the facilities for enfranchisement: By the Copyhold Acts any lord can compel a tenant, and any tenant can compel a lord, to enfranchise his estate. The consideration to be paid for enfranchisement, if brought about by the tenant, must be in cash, and is based upon an annual value and age calculation varying from three to five years' annual value, in proportion to the tenant's age, between twenty and seventy. In addition to this the quit rents are commuted at twenty-five or thirty years' purchase, and a sum allowed for the lord's rights on the timber, and also the minerals, if assented to. In some manors heriot custom prevails, but my experience is that on an enfranchisement the estate can generally be freed of this liability for a sum varying from £15 to £50. If the lord compels the enfranchisement, the tenant has the option of paying in cash or by an annual rentcharge, equal to a £4 per cent. on the enfranchisement money. Whoever desires the enfranchisement has to bear the expense, and it is due to that excellent body of public officials, the Copyhold Commissioners, to say that they offer great facilities for enfranchising on economical principles, and jealously guard the public against any excessive charges made by valuer, lord's steward, or tenant's solicitor. The spirit of enfranchisement largely pervades the public mind, and although (as stated in the Commissioners' Report, for 1873) since the first Copyhold Act in 1841, 11,153 enfranchisements and commutations have been effected through means of the commissioners. I feel no hesitation in asserting that that number does not represent a fifth of the enfranchisements that have been effected within the last thirty years, and any practitioner who is accustomed to deal with copyholds will tell you that where one enfranchisement is made "through the commissioners," as it is termed, he carries out five others by means of a voluntary agreement and deed between the parties. This extensive though silent revolution of the land tenures of England is brought about by the practice of a number of the public buying up manors for the sole purpose of profiting by enfranchisement. The copyhold Acts have given these speculators a power of compulsion which they regard as a *dernier resort*, and gives them a confidence in their dealings never before possessed by a manorial lord. The *Daily News* of the 19th ult., speaking of enfranchisements, and referring to renewals of leases by lords of manors, whether for lives or a term of

years, says that "the lord of the manor has the power of exacting a large fine, in some cases so large as to cripple the tenant." This exaction can only take place where by the custom of the manor the tenant has no renewal right; where the renewal right exists the lord cannot exact more than two years' annual value; where the renewal right does not exist the tenant is in no better position than any other lessee whose lease terminates by effluxion of time; and he will be a bold law reformer who will venture to submit a proposition of "once a lessee always a lessee," and limit its operation to lords and tenants of manors, for if a manorial lessee can ask from the Government such a boon, why should not the city merchant or Belgravian tenant, whose lease is about to expire, insist on a statutory renewal on payment of a nominal fine, or go further and insist on a right to buy the landlord up at a five years' rent commutation. In the Copyhold Acts of 1841 and 1843 a power of enfranchisement was given to copyholders for years or lives, but that power was repealed by the Act of 1852, and although I am an advocate for a repeal of the 48th section of the last-named Act, yet I should reserve so much of that section as provides that "nothing in this Act shall be held or construed to extend to any copyhold lands held for a life or lives, or for years, where the tenant thereof hath not a right of renewal." The public importance of the question which is the subject of this letter must be my apology for its length.

JOS. BEAUMONT.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

63. **SURRENDER TO USES.**—Can a steward be compelled by *mandamus* to accept the form of surrender to uses contained in Vol. 1 of Rouse's Precedents in Conveyancing, No. 246, and which Mr. Rouse states is framed in order to obviate the objections in the *Dowling College Case* (13 C. R. 945; 22 L. J. 229, C. P.; 17 Jur. 697). S. N. U.

64. **RIGHT OF ACCUSED TO ASSISTANCE OF COUNSEL.**—Can any reader of the *LAW TIMES* inform me when, and between whom, the question "whether an advocate is justified in continuing the defence of his client of whose guilt he is professionally aware" was discussed, and is there any record of the same? My impression is that it was either in the latter end of the last or beginning of the present reign, and that the contending parties were the greatest lawyers of that day. The same question was also mooted some few years ago in the daily papers, can anyone tell me when? Also what work would best show the growth of the right of an accused to the assistance of counsel? *INGENUI VULTUS PUER*.

65. **CONDITIONAL SURRENDER—ADMITTANCE.**—A steward refuses to accept a conditional surrender by way of mortgage unless the mortgagee is admitted—can he maintain his objection? I am desirous of taking a conditional surrender, and when the principal is paid off entering up satisfaction on the court rolls. S. N. U.

66. **CROSS EXAMINATION.**—On the hearing of a summons in bastardy the defendant's attorney asked the applicant whether her witness had told her what he (the witness) had to say, to which she, the applicant, replied he (the witness) had. It was then proposed to ask the applicant what her witness had told her, but the magistrates objected to such question being put to the applicant. *Quære*. Was the question a proper one to be put, and should the justices have insisted on the applicant answering it or not? B.

67. **BUILDING SOCIETY.**—I am about to send rules for a building society to the registrar in order to obtain a certificate of incorporation. Can anyone enlighten me as to the delay this will in ordinary course occasion. My society having just been formed, some anxiety is naturally felt to commence business. R.

68. **BANKRUPTCY.**—(1) Is a solicitor's untaxed bill of costs a good ground for a petition for adjudication? (2) On the presentation of such a petition is a registrar justified in inquiring if the bill of costs has been taxed, and, if not taxed, in refusing to file the petition and issue office copies thereof for service? S. S. J.

69. **MARKED GOODS.**—I remember seeing a decision some years ago that a shopkeeper who exposes goods in his window for sale at a marked price, is not bound to deliver the identical article so marked to a would-be purchaser at the marked price. Can any of your readers refer me to the decision, and to any others bearing on the question. C. B. A.

CRYSTAL OIL.—Driver's is the best for the "Silver," "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 80, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

LAW SOCIETIES.

UNITED LAW CLERKS' SOCIETY.

TESTIMONIAL TO MR. HARRY G. ROGERS.

A DINNER took place on Saturday evening, the 19th inst., for the purpose of presenting Mr. H. G. Rogers, the much respected secretary of the United Law Clerks' Society, with a beautiful silver salver, together with a silver tea and coffee service. Mr. G. H. Whittell (clerk to Sir Edmund Beckett Denison, Bart., Q.C.), presided. About sixty members sat down to dinner, amongst whom were Mr. W. T. McGowen (town clerk of Bradford), Mr. H. W. Frayling (chief clerk to Lord Chief Justice Cockburn, Mr. J. C. Worman (treasurer of the society), Mr. H. J. Tyler (secretary of the presentation committee), Mr. J. S. Tyler, Mr. T. C. Russel, Mr. E. Cox, Mr. H. Hall, Mr. J. P. Poncione, Mr. W. E. Jones, Mr. Ross, and Mr. Wildey.

After the usual loyal toasts the chairman rose and said: I have one of the most pleasing tasks to perform of any that can be allotted to a man, that of presenting a substantial token of the esteem of the members of our society towards our old and tried friend Mr. H. G. Rogers. It is now many years ago since the society was started. In 1832 a few law clerks met together at the Southampton Coffee House to enroll their names and found the society. On that occasion about fifty joined; of that number there are three only who are now members, two of whom are our much respected officers, Mr. Rogers and Mr. Worman. The first secretary was a Mr. J. Battiscombe, who took a most active part in its welfare, and reported by its first balance sheet that the capital of the society amounted to £200. You can easily understand the pleasure they felt when, after meeting all their engagements, the committee authorised the investment of £100 of that sum. That amount in course of time increased to £1000, and now, owing to the untiring exertions of Mr. Rogers, aided by those who have been associated with him, we have an invested capital of £50,000. That is a state of things of which any benefit society may be proud, and we are proud of it, and of the man who has so nobly helped to achieve such a result. (Cheers.) In the infancy of our society an incident occurred which marks the careful management which was bestowed upon it. A great contest took place as to the salary to be paid to the officers, and though a sum of six guineas was voted to the treasurer for his year's services, a proposal to give the secretary £10 was negatived. (Laughter.) I gather from the records of our society that although our friend Rogers was one of its foundation members he was at first one of the silent ones, and for three or four years we hear nothing of him. He was then called upon to fill the office of committee-man, which in those days every member had to serve by rotation. That office he filled some six months, but afterwards he disappears from the more active management, till in 1836 we find him filling the office of auditor. Passing on to the year 1841, when Mr. James Battiscombe vacated the office of secretary, Mr. G. H. Battiscombe and Mr. Rogers were the candidates, the former being elected, only to retain the office, however, for a period of twelve months, when there was another contest in 1842. On this occasion Mr. Rogers again presented himself as a candidate, having a formidable opponent in Mr. Forester, who had filled the office of chairman and other important posts. Fortunately for the society Mr. Rogers succeeded in obtaining the secretaryship. It was a remarkable coincidence that in this year the committee were first enabled to add £1000 to their savings, which for the previous ten years had only amounted to £4328. I see sitting by the side of our friend Rogers, a gentleman (Mr. McGowen) who was chairman of the committee in the very year that Mr. Rogers was elected secretary. (Prolonged cheers.) Let me say to the credit of Mr. McGowen, that he has come all the way from Bradford to join us to night in doing honour to our friend. I must now rapidly pass over the intervening years, during which Mr. Rogers laboured hard and well for the good of the society, and come to a period some ten years since to allude to a circumstance which redounds greatly to the credit and honour of our friend. A revision of the rules took place as you remember at that time when a resolution was passed, increasing the salaries of the officers of the society from £50 to £100, their work having greatly increased (£75 having been at first proposed). But upon a minority objecting to the validity of the vote, on the ground of its not having been taken according to the provisions of the Act of Parliament, and representing their views to Mr. Rogers, at the same time informing him that they would take the opinion of the court upon the matter if it were necessary, he most generously consented to forego the increase of his salary to £100 rather than do that which would be in the least detrimental to the interest of the society. Be it right or wrong, from that moment Mr. Rogers stamped himself as my friend in thus pre-

fering the interests of the society to his own. I must now allude to the occasion of the recent revision of the rules as still further proving the self-abnegation of our friend. It was resolved, as you all know, that the business of the society required that it should have an office of its own and a permanent officer. But the difficulty was as to our present officers, who were neither of them able to devote their whole time to the society. But Mr. Rogers again stepped forward, and by his self-sacrifice put an end to our difficulty by saying, "I am not desirous to stand in the way. I will readily forego the emoluments I am receiving from the society, and resign my office, and with your kind permission become your honorary secretary." A more noble and generous act, you will agree with me, was never performed (cheers), and that is one of the reasons for the presentation this evening, as we all felt it to be an act which merited some mark of our esteem. Another characteristic which is most marked in him is his extreme benevolence and care for the humbler members of our society, who are the recipients of our bounty, always interpreting our rules as widely as he possibly can in their behalf, never allowing the letter to override the spirit of the law, which has for its object the doing good. And now, Mr. Rogers, it becomes my duty to present you with this testimonial, which is presented to you by 288 members of the United Law Clerks' Society in token of their esteem and in recognition of the ability, zeal, and urbanity with which you have conducted the affairs of the society for a period of thirty-two years. This testimonial has been raised by the purest voluntary subscription, and is in very truth the free will offering of the members, in response to a circular sent to the members inviting their co-operation with Mr. H. J. Tyler, who inaugurated the movement. Hundreds of letters were received in reply, and I ought particularly to allude to one from a superannuated member, who subscribed his 1s., out of his small pension of 12s. a week, to testify his sincere regard for you. I have now to ask your acceptance of this gift, and to wish you years of happiness to enjoy its use. And in fullness of time, when it shall please the Great Disposer of events to call you from among us, may you leave behind you a name as pure and spotless as we all know you now possess, and as free from stain as the service of plate before you. And may the effect of your example upon those whom you leave behind to inherit this gift be as enduring as the metal of which it is composed. Gentlemen, I must ask you now to supplement my imperfect observations by drinking to the health of Mr. Rogers in such a way as will carry conviction to his breast of the sincerity of our words. (Loud and long-continued cheering.)

Mr. Rogers.—Mr. Chairman and gentlemen, I thank you most sincerely for the very handsome testimonial that you have presented to me; consider that I drink the health of everybody present, and that I shake hands with you one and all. It is a difficult thing for a man to speak of himself, but there are one or two things connected with the society which you will permit me to allude to. It was in the year 1832 that I saw a notice stuck up in the Southampton Coffee House of the formation of a friendly society, and I thought then that the founders of it were the greatest men out. Messrs. Watson and Co.'s clerk, Mr. Sapworth, seemed to me to occupy the position of a prime minister, and I felt the best thing I could do was to be on the best of terms with these great men, and thinking that if I joined the society I should be on equal terms with them I attended the first meeting on the 14th April, 1832. They were young men then. I recollect that in the evening of my joining there were only forty members, and I signed last. Of those forty men who signed the roll, five only are left. My noble, worthy, and esteemed friend (Mr. McGowen), was amongst the first, while your worthy treasurer, Mr. Worman, stands No. 1. No. 4 is a worthy solicitor, now the head of one of the leading houses in London, and No. 40 is your humble servant. Now I thought I would look a little further and see the materials of which the society is composed. There are eight clerks who have since become solicitors. You must know that any praise that is due to the principle upon which this society is founded, is due to the very venerable old gentleman Mr. Cross, and Mr. James Battiscombe, the founders of the society. These are the men to whom the society is indebted for all the society possesses. I have looked a little further to see what has taken place since then. As the chairman has said, I was elected after two terrible contests, during which the Temple and Lincoln's Inn were shaken to their very centre. (Laughter.) I was defeated on the first occasion having two opponents, my friend George H. Battiscombe and Mr. Arthur Forester. I entered the field again with Arthur Forester, and was elected. The day I was elected the capital consisted of the modest sum of £4328. In June 1874, it consisted of over £50,000; and that is not all. (Cheers.)

It has spent £50,000 in actual relief to the members (cheers) and their families. (Prolonged cheering.) The casual fund was £90 18s. 7d., and it amounts in the present year (after relieving to an immense extent) to £1400. I can only say this, that I thank you most sincerely, and it comes from the bottom of my heart, and I shake hands with you one and all, and every time I partake of the cup that cheers but not inebriates, I shall think of the friends that presented it to me, and the recollection of that one who subscribed his 1s. towards it, out of an income of only 12s. per week, to whom the chairman has referred, will cause my heart to beat more rapidly. I think out of our casual fund we should be kind and generous to the poor. If I spoke to you for hours I could say no more. But if there is anything I could do for any living being, especially for the members of this society, with whom I have been connected since 1832, I shall be proud and glad to do it. (Cheers.)

Wishing you one and all health and happiness, allow me to sit down, thanking you most sincerely and believe me, when I say, that the words I utter come from the bottom of my heart. (Prolonged cheering.)

The toast of "Prosperity to the Society" was proposed by Mr. T. C. Russell; "The Chairman" by Mr. E. D. Garwood; "The Trustees" by Mr. Ross; and the "Committee of the Presentation Fund" by Mr. McGowen, who, in an able speech, referred to his long connection with the society, and expressed the great pleasure he felt in coming from Bradford to do honour to Mr. Rogers.

Other toasts followed, in which Mr. H. H. Fraying, Mr. Wybrow, Mr. John Green, and Mr. H. Hall took part, and the meeting separated after an agreeable evening.

THE DUBLIN LAW CLERKS' ASSOCIATION.

THE central committee recently met at their rooms, 207, Great Brunswick-street. The attendance included the vice-president, who took the chair, and Messrs. Jervise, Flynn, Power, Keegan, Farrelly, Dodd, Flynn, and Wheatley. A draught of the prospectus of the Provident Institute of the Associated Law Clerks of Ireland was brought up, approved of, and directed to be printed and circulated among the members, and a general meeting is to be called to consider the details. The proposed rates of subscription and benefits to be conferred are substantially the same as those of the Liverpool Provident Clerks' Institute.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

A MEETING of the above society was held on the 15th instant at the Law Library, Manchester. Mr. Russell, Q.C., who had promised to take the chair, was unfortunately unable to attend. The subject for discussion was, "A. having sold goods to B. (who subsequently becomes insolvent), stops the same in transition. Is the contract of sale rescinded by such stoppage?" Mr. Bateman, who was followed by Mr. Lord and the secretary, argued in the affirmative, citing numerous authorities and *dicta*. The negative side was supported by Mr. Whitaker, Mr. Casper, and several other members. After an animated discussion, the votes were all found to be in favour of the negative. The subject for discussion at the next meeting will be, "Is it desirable to abolish capital punishment?"

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A GENERAL meeting of this society was held on Monday last, at the County Court, Mr. J. W. Piercy occupied the chair. The question under discussion was as follows: "A testator died possessed of leasehold estates, sublet to various tenants. Can his executor, before probate, defend an action of replevin brought in the County Court in respect of a distraint made by him for rent accrued due in the lifetime of the testator?" Mr. E. Welsh conducted the affirmative and Messrs. J. H. Dransfield and J. Yeoman the negative side of the question, which was decided in the negative by a majority of three.

PORTSMOUTH LAW STUDENTS' SOCIETY.

THE first open night in connection with the above society was held on Monday last, at the Masonic Hall, Portsmouth, when Henry Ford, Esq., solicitor (a vice-president of the society), took the chair. The subject for the evening's discussion was "Cremation. Is it desirable?" The speakers in the affirmative were Messrs. Dummer and G. A. Palmer, and in the negative Messrs. Irem and E. T. Palmer. Upon a division the votes were taken, when there was found to be a majority for the negative by one. Upon the motion of Mr. Whitehall, seconded by Mr. Fraser, a vote of thanks was accorded to the chairman for his kindness in presiding, who in reply congratulated the meeting upon the manner in which

the debate had been sustained, and said that it afforded him much pleasure to have become a vice-president of the society.

[It appears that the society is in want of legal questions for discussion, for which it would be very difficult to account.—ED. SOLS. DEPT.]

INCORPORATED LAW SOCIETY.

THE following is a minute of the proceedings at a meeting of the council of this society, held on Friday, Dec. 11, Mr. Francis Thomas Bircham, president, in the chair.

The president announced the death, on the 5th inst., of Mr. John Young, in 1858-9 president of the society, and since 1848 a member of this council.

The council with heartfelt sorrow ordered Mr. Young's lamented death to be recorded.

They refer with satisfaction to the warm, but not more than just, record standing on their minutes of 30th June 1859, when, at the close of Mr. Young's presidency, the council desired to express the sense of obligation with which he had inspired them, and under which he had placed his professional brethren at large.

They can now only, after fifteen years' added experience of their late colleague, further record their unaltered appreciation of his good and great qualities as a man, as a member of the Profession which he adorned, and as a colleague, and their deep sense of the loss which his sudden removal has occasioned. Endowed with far more than ordinary abilities, with great quickness of perception, and with eloquence seldom surpassed, his powers were so controlled in their honest and unfearing exercise by his undeviating courtesy and good nature, that he has closed a long and active life without an enemy, in full possession of the affectionate respect, not only of this council and a large circle of friends, but also very generally of those amongst whom his lot was cast.

The president is requested to convey to Mrs. Young, and the family of their deceased colleague, the deeply-felt sympathy of the council.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

J. YOUNG, ESQ.

THE late John Young, Esq., solicitor, who died recently at his residence in Vanbrugh-fields, Greenwich, at the age of sixty-nine, was the son of the late Vice-Admiral William Young, and was born at Camberwell in the year 1805. He received his early education under the Rev. Dr. Burney, of Greenwich, and on leaving school he was articled to a solicitor, and in due time was admitted an attorney. In the earliest years of Mr. Young's professional life, he took a deep interest in Parliamentary affairs in connection with the railway growth. "He was, in those early times," says the *Kentish Mercury*, "brought in contact with George Stephenson, and often heard him as a witness before committees of the House. These associations, and a natural aptitude for great undertakings and the power of swaying bodies of men, made him eminently qualified for the post of legal adviser of the Great Western Railway—a position he filled with great ability and satisfaction up to the time of his decease. Notwithstanding these engagements, Mr. Young was not unfrequently called upon by the Governments of the day, as a distinguished representative man, to sit on legal commissions, and to deliberate with the law authorities of the Crown on many of the great questions of the day, and especially on matters relating to his own profession. . . . He was the centre of the Church party in every good movement; yet he had a ready hand and heart for good work out of its pale. He was the staunchest of Conservatives, and yet a Liberal in his love of progress; the promoter and supporter of every sanitary and social improvement." Mr. Young leaves a widow and an only daughter to mourn his loss—a loss that is shared by a large circle of friends. The remains of the deceased gentleman were interred at Norwood Cemetery.

PROMOTIONS AND APPOINTMENTS.

MR. THOMAS LANWARNE, solicitor, of Hereford, the deputy coroner of the Hereford division of Herefordshire for several years, has been duly elected coroner for Hereford. He was admitted on the Rolls in Michaelmas Term 1859, and is clerk to the magistrates for the Dore Division of the county.

THE COURTS AND COURT PAPERS.

LONDON BANKRUPTCY COURT, LINCOLN'S INN-FIELDS.—The court will be closed for the Christmas Vacation from Dec. 22 to Jan. 11, 1875. The offices will be entirely closed from Dec. 24 to 28. Applications of an urgent nature may be made to the court at Basinghall-street.

THE COURT OF CHANCERY.—During the Christmas vacation all applications to the Court of Chancery which are of an urgent nature are to be made to the Vice-Chancellor Sir C. Hall. All applications *ex parte* are to be sent to the Vice-Chancellor accompanied with the brief of counsel, a copy of the bill, a certificate of bills filed, and office copies of the affidavits in support of the application, and also by a minute in duplicate, on separate sheets of paper, signed by counsel, of the order he may consider the applicant entitled to, and one envelope capable of receiving the papers, with sufficient stamps affixed thereon, and addressed as follows: "To the Registrar in Vacation, Chancery Registrar's Office, Chancery-lane, W.C." and also a stamped envelope (addressed to the solicitor) to contain one of such minutes. The papers sent to the Vice-Chancellor will, when an order is not made thereon, be returned to the solicitor; when an order is made thereon, one copy of the minute of the order will be sent to the solicitor, and the other papers will be sent to the registrar. All applications for leave to give notice of motion only may be made to the Chief Clerk at Chambers. The Vice-Chancellor's address can be obtained on application at his Honour's chambers, No. 14, Chancery-lane. The chambers of Vice-Chancellor Sir C. Hall will be open on Thursday, the 24th; Tuesday, the 29th; Wednesday, the 30th; and Thursday, Dec. 31; and on Friday, the 1st; Tuesday, the 5th; and Wednesday, the 6th Jan., from eleven to one o'clock.

THE COMMON LAW COURTS.—The Court of Common Pleas will hold its first sitting in Hilary Term, in Middlesex, on Tuesday, 12th Jan.; its second sitting on Monday, 18th Jan.; and its third sitting on Monday, 25th Jan. The court will not sit in London during Term. The court will sit after Hilary Term in Middlesex, on Tuesday, 2nd Feb., and in London, at the Guildhall, on Tuesday, 16th Feb.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Dec. 15.
FINNEY, JOHN DOUGLAS, and FINNEY, RICHARD, solicitors
Furnival's-inn. Debts by J. D. Finney. Dec. 12

Bankrupts.

Gazette, Dec. 18.
To surrender at the Bankrupts' Court, Basinghall-street.
EDWARDS, THOMAS, jun., attorney, Gresham-rd, Lower Clapton. Pet. Dec. 15. Reg. Brougham. Sur. Jan. 8
FRUHLING, CHARLES, and CONRATH, ANTON MORTIMORE, commission merchants, Brabant-st, Philippot-la. Pet. Dec. 15. Reg. Hazlett. Sur. Jan. 13
HARTLEY, FREDERICK WILLIAM, coat dealer, Dorcas-st, Hammersmith. Pet. Dec. 14. Reg. Brougham. Sur. Jan. 8
LISTER, CHARLES LIONEL, wine merchant, St. Dunstan's-bldgs St. Dunstan's-hill. Pet. Dec. 15. Reg. Murray. Sur. Jan. 12
THOMPSON, JOHN WILLIAM MATTOCK, no occupation, St. Thomas-rd, South Hackney. Pet. Oct. 29. Reg. Brougham. Sur. Jan. 13
YATES, GEORGE, builder, Doynton-st, Highgate New Town. Pet. Dec. 15. Reg. Hazlett. Sur. Jan. 13
To surrender in the Country.
BAGSHAW, JOHN JAMES, steel manufacturer, Sheffield. Pet. Dec. 10. Reg. Rodgers. Sur. Jan. 8
BAXTER, HENRIETTA, fruiterer, Huddersfield. Pet. Dec. 15. Reg. Jones. Sur. Jan. 13
FEATHERSTONE, JOSEPH, merchant, Bulman Village, Northumberland; Newcastle; and Paris. Pet. Dec. 15. Judge Bradshaw. Sur. Dec. 22
ORD, ROBERT, and PURVIS, JAMES, tailors, Berwick-upon-Tweed. Pet. Dec. 14. Reg. Mortimer. Sur. Dec. 31
PRICE, THOMAS, farmer, Mansel Gamage. Pet. Dec. 14. Reg. Reynolds. Sur. Jan. 5
SHACKLETON, JOHN, wool dealer, Halifax. Pet. Dec. 14. Reg. Rankin. Sur. Dec. 31
SPARKES, WILLIAM, cowkeeper, Turch Marsh Farm, par. Colyton. Pet. Dec. 14. Reg. Daw. Sur. Dec. 30
VINSEN, HENRY, sen., and VINSEN, WALTER WILLIAM, coach builders, Cambridge. Pet. Dec. 10. Reg. Eaden. Sur. Dec. 31

Gazette, Dec. 22.

APPLEBY, HENRY, chemist, Mortimer-st, Cavendish-sq. Pet. Dec. 18. Reg. Brougham. Sur. Jan. 14
KEEPING, THOMAS, stockbroker, Copthall-st, Throgmorton-st. Pet. Dec. 22. Reg. Hazlett. Sur. Jan. 15
WOOD, EDMUND GEORGE POWYS, retired Lieutenant in the army Harcourt-rd, Redcliffe-sq. Pet. Dec. 17. Reg. Papsy. Sur. Jan. 12

To surrender in the Country.

SHARPE, RICHARD, coach builder, Oakham. Pet. Dec. 17. Reg. Ingram. Sur. Jan. 2
WARRINER, GEORGE SIMON, grocer, Birmingham. Pet. Dec. 19. Reg. Chauntier. Sur. Jan. 6

BANKRUPTCIES ANNULLED.

Gazette, Dec. 15.
MACGREGOR, JAMES DUNCAN, gentleman, Lander-ter, Wood green. March 24, 1871

Gazette, Dec. 18.

ELLIS, ALFRED, Markham-sq, Chelsea. Oct. 30, 1874

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 18.
BASS, ROGER GIBBONS, grocer, Manchester. Pet. Dec. 16. Dec. 30, at three, at office of Sols. Weston, Grover, and Lees, Manchester
BEAVER, JOHN LAWRENCE, coat dealer, Shrewsbury. Pet. Dec. 15. Dec. 22, at two, at office of Sol. Clarke, Shrewsbury

EDBE, CARL, WILHELM CHRISTIAN, staymaker, High-st., Camden-terrace. Pet. Dec. 15. Dec. 31, at twelve, at offices of F. W. Morphett, 33, Moorgate-st. Sol. R. Cotton, Coleman-st.

NIDD, WILLIAM HENRY, farmer, Kirtton. Pet. Dec. 14. Jan. 5, at twelve, at offices of J. S. York, Solicitor, Boston. Sols. Toynbee and Larken, Lincoln

OSBORNE, PETER, grocer, Batley. Pet. Dec. 18. Jan. 5, at ten, at offices of Sol. Wooler, Batley

PEARSON, ALFRED, saddler and harness maker, Bedford. Pet. Dec. 18. Jan. 5, at twelve, at office of Sol. Stimson, Bedford

PEARSON, GIBSON RICHARDS, cattle dealer, Colston Bassett. Pet. Dec. 10. Jan. 5, at twelve, at office of Sol. Pearson, Nottingham

RANDS, WILLIAM, bootmaker, Portsea. Pet. Dec. 18. Jan. 6, at twelve, at 145, Chesapeake-st., Walsley, Wakefield

RAYNER, HENRY, journeyman, tin plate waler, Leamington Priors. Pet. Dec. 17. Jan. 7, at twelve, at office of Sol. Overell, Leamington Priors

RAYFIELD, GEORGE, blacksmith, Higham. Pet. Dec. 12. Jan. 4, at two, at the Lord Nelson inn, Gravesend. Sol. Goodwin, Maidstone

REESE, JOHN WILSON, the manufacturer, Hamsell-st., Falcon-sq. Pet. Dec. 19. Jan. 5, at half-past two, at the offices of Smart, Dec. 18. Jan. 5, at two, at 85, Chesapeake-st., Sol. Lawson

REES, ROBERT OLIPHANT, cooper, Swansea. Pet. Dec. 16. Jan. 1, at three, at office of Sol. Woodward, Swansea

REDDING, FREDERICK CHARLES, cheesemonger, St. George's-terrace, Kilburn. Pet. Dec. 18. Jan. 4, at two, at office of Sol. Stimson, Bedford

ROBINSON, ANDREW AUGUSTUS, lime manufacturer, Leadenhall-st., Arlsey, and Brentwood. Pet. Dec. 16. Jan. 5, at two, at office of Sols. Linklater, Hackwood, Addison, and Brown, Wabrook

ROOSTER, GEORGE WILLIAM, platelayer, Great Ayrlie-fs. Pet. Dec. 9. Jan. 6, at eleven, at 1, Coniscliffe-rd., Darlington. Sol. Clayhills

RUSHBROOKE, JOSEPH, jun., dealer in fancy goods, Ipswich. Pet. Dec. 18. Jan. 5, at twelve, at the Chamber of Commerce, Chesapeake-st., Ipswich

SALTER, GEORGE, baker, Didmanton. Pet. Dec. 17. Jan. 2, at two, at the Railway Hotel, Charfield. Sol. Billings, Cheltenham

SPACK, CHARLES WILLIAM, iron master, Threeneedle-st., Cathcart-rd., West Brompton, Soudley, and St. Stephen's, St. Austell. Pet. Dec. 19. Jan. 7, at two, at the Bell Hotel, Gloucester. Sol. Walker, Jerwood, and Mewburn-Walker

SIMPKINS, ROBERT TAYLOR, ginger beer manufacturer, Brierley Hill. Pet. Dec. 18. Jan. 5, at eleven, at office of Sols. Homfray and Holberton, Brierley Hill

STALLMEIER, FRANCIS, millwright and engineer, Bradford. Pet. Dec. 16. Jan. 13, at three, at offices of Sols. Lees, Senior, and Jackson, Manchester

SYMES, JAMES, corn merchant, Wimbome Mlnster. Pet. Dec. 13. Jan. 6, at twelve, at office of Sols. Messrs. Aldridge, Poole

TAYLOR, HENRY, beer retailer, Manchester. Pet. Dec. 18. Jan. 12, at three, at 22, Market-pl., Market-st., Manchester. Sol. Ward

TEMPLE, WILLIAM, furniture dealer, Leeds. Pet. Dec. 17. Jan. 4, at twelve, at office of Sol. Hardwick, Leeds

THURSTON, JAMES MORRIS, medical galvanist, Old Quebec-st., Birmingham. Pet. Dec. 10. Dec. 31, at four, at 1, George-st., Marlton House, Sol. Gresham

TURNER, JONATHAN, beerhouse keeper, in par. Halifax. Pet. Dec. 11. Jan. 6, at three, at offices of Sols. Lees, Senior, and Wilson, Bradford

WADE, JOSEPH, and WADE, BENJAMIN, contractors, Miles Platting, near Manchester. Pet. Dec. 18. Jan. 13, at three, at the Clarence Hotel, Spring-gardens, Manchester. Sols. Marriott and Woodhall, Manchester

WARE, JAMES, carman, Castlet-cd., Lawrence-ls., and Percival-st., Gower-st., Leeds. Pet. Dec. 31, at three, at office of Sol. Wetherfield, Gresham-bldgs

WATER, ABEL, pawnbroker, Nottingham. Pet. Dec. 19. Jan. 12, at eleven, at office of Sol. Stafford, Nottingham

WILKINSON, JOSEPH, and WILKINSON, JOHN GEORGE, stationers, High-st., Peckham. Pet. Dec. 31. Jan. 11, at three, at the offices of Smart, Snell, and Co., accountants, 83 and 86, Chesapeake-st., Sol. Denny, Coleman-st.

WISEMAN, GEORGE, baker, Richard-st., St. Leonard's-rd., Bromley-by-London. Pet. Dec. 7. Dec. 30, at three, at the Blackwall railway hotel, London-st. Sol. Rigby, Half Moon-crescent, Islington

WILLISON, BENJAMIN, glass blower, Castleford. Pet. Dec. 17. Jan. 4, at three, at offices of Sols. Stocks and Nettleton, Castleford

WILSON, THOMAS, builder, Newcastle-upon-Tyne. Pet. Dec. 19. Jan. 16, at three, at office of Sol. Harle

WHITLOCK, FREDERICK, photographer, Birmingham. Pet. Dec. 18. Jan. 5, at eleven, at 10, Albion, Bognor, Birmingham

WILLSTROP, HENRY, tailor, Birmingham. Pet. Dec. 11. Dec. 31, at eleven, at office of Sol. East, Birmingham

WILSONS, MORHAN EDWARD, licensed victualler, Sketty, par. Swansea Lowry. Pet. Dec. 17. Jan. 4, at eleven, at office of John Thomas, Colker, and Co., 10, Temple-st., Swansea

Sols. Davies and Hartland, Swansea

The Official Assignees, &c., are given, to whom apply for the Dividends.

Gurney, A. victualler, third, 14d. and 3s. 6d. to new proofs.
Pagot, Basinghall-st.
Allen, W. E. stockbroker, second, 14d. At Trust N. Humphrys,
 28, King's, Cheap-side.—*Aitkenson*, T. builder, first, 7s. At Trust
 M. & J. G. & Co., 10, Broad-st. — *Baker*, J. furniture broker, 1s. 4d. At offices of H. Kidson, accountants, 1s.
James's-sq., Manchester.—*Carrile*, R. builder, first, 8d. At Trust
 J. B. Hallmark, 21 and 22 Market-pl, Preston.—*Child* and *Lorimer*,
 nurserymen, second and final, 6d. At Trust J. H. Blackburn,
 19, Exchange-terrace, Manchester.—*Holland*, J. & Co., clothiers,
 & Pettys, merchants, first joint of 1s., and first sep. of W. Holland of
 10s. At banking-house of W. Williams, Brown, and Co., Leeds.—
Leathwaite, J. B. butcher, 6s. At Trust F. J. Thorburn, 29,
 St. James's-square, London.—*Mason*, W. cooper, first, 2s.
 J. F. Watkins, 7, Bridge-st., Walsall. *Mutual Assurance Co.*, cotton brokers,
 first, 8d. At Trust H. Bolland, 10, South John-st., Liverpool.—
Pusey, S. victualler, first and final, 4s. 7d. At Sol. W. H. Haycock
 & Co., College-hill, *Renshaw*, H. paper manufacturer, first and final,
 3s. At Trust J. Johnson, 10, Broad-st., Manchester.—*Sadler*, L. o.
 L. shoe manufacturer, second and final, 6d. At Trust S. Dornay,
 24, Waterloo-st., Birmingham.—*Sedler*, H. H. beer seller, first, 11d.
 At Trust G. Pye, 3 Bank-blides, Colchester.—*Welch*, W. J. cheese
 dealer, 1s. 4d. At Trust J. C. Crump, 10, Exchange-terrace, Liverpool.
Crump, *Weisely*, J. G. general brokers, first, 10d. At office of J. S.
 Crump, 10, Exchange-terrace, Liverpool.

COOK, THOMAS, saddler, Penton-row, Walworth-rd
HAWKINS, FRANK JOHN, banker's clerk, Oak-villas, Merton-park
JULIAN, ROBERT, farmer, Thame

HAGGARD.—On the 20th inst. at 11, Sussex-gardens, Hyde Park, the wife of Bazett Haggard, Esq., Barrister-at-law, of a son.
HARCOURT.—On the 19th inst. at Lorano, Clapham-park, the wife of Clarence Harcourt, Solicitor, of a daughter.
RAM.—On the 17th inst., at Halesworth, the wife of Willett Ram, Solicitor, of a son.

DAVIES—COOPER.—On the 17th inst., at St. Giles', Norwich, George Christopher Davies, Esq., Solicitor, Newcastle-on-Tyne, to Louisa Alice, second daughter of Robert Cooper, Esq., Soli-

DAWSON.—On the 19th inst. at Upper Grove-lane, Camberwell—
aged 39, Frederick Dawson, Esq., of the Middle Temple.
GRAVES.—On the 15th inst. at Charlton House, Ludwell, Salis-
bury, aged 74, Robert Graves, J.P., D. L., Esq.
EVER.—On the 20th inst. at 25, Norfolk-crescent, Hyde Park—
aged 43, Charles Baldwin Lever, Esq., Solicitor, 49, Bedford-row

To Readers and Correspondents.

Q. 58 is requested to send his name and address, and a correspondent will furnish the information required.

Anonymous communications are invariably rejected.

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NOTICE.

With the number of the LAW TIMES of to-day we present to our Readers a copy of THE LAWYER'S ALMANACK for 1875.

The Law and the Lawyers.

We have received prints of an Order of Court as to fees on printed copies of orders under the Courts of Justice (Salaries and Funds) Act 1869, and General Orders in Lunacy under the Court of Chancery (Funds) Act 1872, the Lunacy Regulation Act 1853, and the Lunacy Regulation Act 1862, the Chancery Funds Consolidated Rules 1874, under the Court of Chancery (Funds) Act 1872, and the Chancery Funds Amended Orders 1874. We reproduce elsewhere all save the third.

It is reported to have been found impossible satisfactorily to tinker the Bankruptcy Act 1869. Consequently a new Bill is to be introduced into Parliament next session. This is rather rapid work. Bankruptcy legislation lay dormant for a long period after the passing of the Acts of Geo. 4, and also after the Act of 1849.

VOL. LVIII.—No. 1657.

One Act was passed in 1824, another in 1825; then came the Act of 1849, which was followed by the Act of 1861, the last being the Act of 1869. All these Acts have given rise to a mass of litigation, and it seems hardly possible to hope that the law will ever be made workable so as to avoid difficulty and expense. We do not propose to go into the subject in detail, but we quite agree that it would be vain to attempt to amend the Act of 1869.

It is always agreeable to acknowledge and to answer an interrogatory politely administered, and we are sorry to find our contemporary the *Chicago Legal News*, misconstruing one of our criticisms upon an American author. It remarks: "The London LAW TIMES, in speaking of our gifted Mr. HIGH's work on Extraordinary Remedies, says: 'As the work of an American, the treatise under notice is one of the best which we have met with.' Does our able English contemporary mean to say that an American cannot write a law book as well as an Englishman? For every real good law book, written by an Englishman within the last ten years, that our friend will name, we will name three written by an American." We had really no intention of making any injurious reflection upon American lawyers. We are perfectly ready to admit that in legal literature Americans occupy a position of the highest possible eminence. What we did mean (as the whole review showed) was that the work was purely American; and, speaking generally of works by Americans, we came to the conclusion stated concerning Mr. HIGH. Our contemporary is a little too sensitive.

WHEN we reflect how some of our English barristers treat the public, we read with something like veneration the funeral orations of American lawyers over their departed great. It is indeed unfortunate that these surviving orators occasionally give a description of their deceased colleagues and friends which strikes a foreigner as humorous, and with most unfeigned respect for the late Hon. JOHN MEREDITH READ, an ex-Chief Justice of Philadelphia, we cannot help thinking that (if the records before us be faithful) he must have been a nuisance as well as an ornament to the Bar and the Bench. The Hon. THEODORE CUYLER tells us that when at the Bar the ex-Chief Justice "in the dead of the night, between two and three o'clock in the morning," gathered the counsel associated with him in the Christiana Treason Trials, "at his house for consultation upon points that, being upon his mind, prevented him from sleeping!" This occurred three times in a few weeks. Further Mr. CUYLER says that "in an important cause a few years ago Judge READ appointed six o'clock in the morning of the 2nd of January in the dead of winter to hear the argument, and there before daylight while the stars were yet shining, a thorough and elaborate argument was held upon a great question of equity law, and an injunction was awarded by Judge READ before eight o'clock in the morning of that day." Early rising is no doubt an admirable practice, but it is difficult to believe that the argument would not have been equally elaborate, and the injunction quite as efficacious, after breakfast as before. To the few things we have to be thankful for in connection with our English judicature we must now add the fact that there is no Judge READ on the English Bench.

A VERY remarkable member of the Bar has died within the past week. A quarter of a century ago Mr. CHARLES AUSTIN retired from the leadership of the Parliamentary Bar—a leadership pre-eminent and absolute. The annual income which he realised during several years was so large that if we stated it we should probably be charged with exaggeration, and having nothing beyond the traditions of the Parliamentary Bar to rely upon we mention no figures. But beyond making a prodigious fortune CHARLES AUSTIN did nothing. He retired in the year following the great railway year—1847. He made no effort to enter Parliament, where his gifts as a speaker might have gained for him a splendid position. He retired into country life, and was unheard of, save at Quarter Sessions, until the day of his death. Such a career is a remarkable illustration of the peculiarity of the sphere occupied by a Parliamentary barrister. That sphere is hidden almost entirely from the public eye. The Election Petitions Act of 1868 finally diverted all interest on the part of the general public from the proceedings of the committees of the House of Commons. Consequently, a man of the greatest capacity and unlimited attainments, such as CHARLES AUSTIN, may rise and set at the Parliamentary Bar without attracting public attention. On this ground the services of Parliamentary barristers are paid for as no similar services are paid. A contemporary seems to suppose that CHARLES AUSTIN was the only leader who has been retained to prevent his appearing on the other side. This, however, is not by any means a rare occurrence, even in our own degenerate times, when there is scarcely an advocate whose opposition is thoroughly to be feared; and, although the fees paid to AUSTIN were enormous, many people would open their eyes very wide if they saw those which are received now by Parliamentary bar-

risters. The retaining fee (always given) of a junior is five guineas; the consultation fee is also five guineas. Other fees follow on in proportion. But it cannot be anticipated that the years in which AUSTIN flourished will repeat themselves. He floated on the highest tide which ever did or ever can bring fortunes to the Parliamentary Bar.

THE opening of the new year is, we believe, to be marked with an almost universal "revision" of railway fares. The Midland Company have for some time been contemplating a reduction of about 25 per cent., and the Great Northern advertise that the fares upon the Great Northern Railway will not be higher "than those by any other route." On the other hand the North Eastern propose an increase which has been said to amount (but this we can scarcely credit) to as much as 80 per cent., and the London and North Western and Great Western have announced that 5 per cent. is to be added to third-class fares, except in the case of trains stopping at every station, in consequence of the adverse decision of *Attorney-General v. North London Railway Company* (31 L. T. Rep. N. S. 377), upon the passenger duty question. The only general enactment which bears upon "revision" is the Railways Clauses Act of 1845. By the 86th section of that Act, railway companies "may make such reasonable charges as they may from time determine upon, not exceeding the tolls by the special Act authorised;" and by the 90th section they may, "subject to the provisions and limitations" in the general and special Act contained, alter or vary the tolls "as they shall think fit." What would be "reasonable charges not exceeding" the maxima it is very difficult to say, but it is useful to bear in mind that the mere insertion of the limitation of reasonableness shows that the maximum may not be demanded as of course in every case. We believe, however, that a comparison of the authorised maxima with the rates actually charged will almost universally show a very large margin. Still it would be more satisfactory if greater facilities for ascertaining the maxima were afforded, than can be derived, either from the enactment of s. 162 of the Railways Clauses Act, that every company must keep a copy of its special Act at its principal office of business, or from that of s. 93 that "a list of tolls authorised shall be published, by the same being painted upon one toll board or more in distinct black letters on a white ground." The latter section would at first sight appear to be effective enough, as no doubt it was in the year 1845; but the extensive amalgamations of modern times have brought about a state of things in which the "special Acts" of most of our leading companies may be numbered by hundreds, so that even those containing the toll clauses are confusingly numerous. See Report of Royal Commission on Railways, p. xxx., whence it appears that one company has three sets of toll clauses, another five, another nine, and another thirteen. No wonder, therefore, that the commission recommended that "the clearing house classification should be made the basis of the classification adopted in the special Acts, and that existing companies, in whose Acts the classification is essentially different from the clearing house classification, should apply for short Acts enabling them to conform to it as nearly as possible." (Report, p. lxvii.) A suggestion, which like most of the thirty-two suggestions which conclude the Report of the Commission, was cordially endorsed by the Railway Amalgamation Committee of 1872. (See that report, p. xxxvii.)

MUCH fault is often found with the state of the streets in winter, and it is to be feared that the numerous enactments bearing upon the subject are by no means effectively worked. The care of the footways in the metropolis is thrown upon householders by the 60th section of the Metropolitan Police Act (2 & 3 Vict. c. 47), which imposes a penalty of £40s. upon "every occupier of a house or other tenement who shall not sufficiently keep swept and cleansed all footways adjoining to the premises occupied by him," adding that "if any tenement be empty or unoccupied, the owner thereof shall be deemed the occupier with reference to this enactment." An auxiliary provision in the Metropolis Management Act 1855 (18 & 19 Vict. c. 120, s. 117), directs that vestries and district boards are to cause the footways to be cleansed, with the proviso that the occupiers of the houses are not to be relieved from any liability to "scrape, sweep, or cleanse" any part of such footways. Sliding upon any ice or snow in any street or thoroughfare "to the common danger of the passengers" is punishable by a fine of 40s. under sect. 4, sub-sect. 17, of the Metropolitan Police Act, and sect. 60, sub-sect. 3, of the same Act, humanely provides that "it shall not be deemed an offence to lay sand or other materials in any thoroughfare in time of frost to prevent accidents." The sweeping and cleansing of the metropolitan streets is provided for by the 125th section of the Metropolis Management Act, the words of which are that "it shall be lawful for every vestry, and they are hereby required, to employ a 'sufficient number' of scavengers for that purpose." The obligation upon householders resident in towns governed under the Towns Improvement Act 1847 (10 & 11 Vict. c. 36) is somewhat different from that of metropolitan householders. By sect. 88 of that Act the cleansing of the footway is to be accomplished "before eight o'clock

in the forenoon of each day (Sundays excepted)," but the penalty for making default is 5s. only. The appointment of scavengers is provided for by sect. 95, and sect. 89 empowers the local boards to compound with householders in respect of their liability to cleanse the footways—a provision which might usefully be imported into the street law of the metropolis. We think the best plan would be to remove the obligation of cleansing the footways from the householder, and to impose it universally upon the public scavenger. There would only remain the difficulty of stimulating local authorities. And although we view with approval the gradual disappearance of the common informer from the statute book, we cannot but think that the fear of a *qui tam* action would be in this particular case a very proper stimulant—a suggestion which we would offer to the framers of the forthcoming Municipality of London Bill.

THE *Albany Law Journal*, in a recent number, draws a somewhat extraordinary parallel. Referring to Mr. FITZJAMES STEPHEN's objection to the application of the term "scientific" to law (calling Mr. STEPHEN, by the way, first STEVEN and then STEPHENS), it remarks, "It may be well for some, at least, to inquire into the foundations of law, and to consider philosophically the remotest cause and reason which underlie our jurisprudence. It may not seem a sensible or a useful operation to expend enormous sums in fitting out and carrying out expeditions to various parts of the Eastern Hemisphere to witness the transit of Venus; but if the distance of the sun from the earth has been any the more accurately ascertained by the scientists who have been engaged in the observations, the result, in the estimation of many, will warrant the endeavour. It may not be now apparent how this knowledge will materially benefit humanity; but the time will come when not only the scientific and mental effects will be recognised, but also the humanitarian and material effects will be deduced. So it will not do to ignore the efforts of those scientific jurists who are endeavouring to ascertain the exact nature and relations of law by an examination of its foundations and its connection with other branches of human knowledge." If digests and codes are to be regarded as distant planets; if Professor AMOS is not likely to do more for practical law reform than the astronomical expedition of "scientists" is to be expected to do for the "material benefit of humanity," we think we may content ourselves with being absolutely unscientific, leaving Professor AMOS and the *Albany Law Journal* to wind their way at their leisure among the "foundations" of our legal system and its "connections" with "other branches of human knowledge" for the benefit of some remote descendants.

ROADWORTHY CARRIAGES.

THE occurrence of the lamentable accident at Shipton on Christmas Eve probably at once suggested to every lawyer's mind that another case had arisen to which the principle of *Redhead v. The Midland Railway Company* would be found applicable; and, looking to the fact that the relatives of the sufferers have thought it unnecessary to be represented at the inquest from the commencement, it appears unlikely that the question of negligence will be raised in a court of law. As far, indeed, as it is possible to judge of the cause of the disaster from the evidence furnished by the wreck, those most intimately concerned may be considered to have exercised a wise discretion in leaving the matter in the hands of the coroner and juries. Should a verdict be returned fixing the Great Western Railway Company with negligence, it will then be necessary to consider whether a jury, under the direction of a Judge, could come to the same conclusion.

Although the law relating to the liabilities of carriers to furnish roadworthy vehicles is clearly established by the case which we have mentioned, it must not be forgotten that in the Court of Queen's Bench Mr. Justice Blackburn gave a judgment against the company, dissenting from the judgment of the majority. Therefore even a slight variation of the circumstances might enable the Judges to come to the conclusion that a new case was not covered by *Redhead's* case. We may, therefore, remind the public what the facts in *Redhead's* case were.

The evidence given for the plaintiff was, that he was a second-class passenger from Nottingham to South Shields, by an express train on the defendants' railway; he changed carriages at Trent, and after proceeding some distance, while the train was going at great speed, the carriage in which he was riding began to oscillate, then left the rails, and ultimately broke away from the first part of the train and turned over; the plaintiff was very seriously injured. It was also suggested that the train was not brought to a standstill so soon as it ought; this, however, was conclusively negatived by the defendants' evidence.

It was proved on the part of the defendants that the cause of the accident was the giving way of one of the wheels of the carriage in which the plaintiff was. The tire of the wheel had broken into three pieces, owing to a flaw in the welding, caused by an air bubble. Several witnesses were called, who stated that such a defect would sometimes occur in spite of the greatest care on the part of the manufacturer; that it could not be discovered in the process of manufacture, nor afterwards, either by the eye or

from the ringing of the metal. It was further proved that the carriage in question, which belonged to the London and North-Western Company, being used by the defendants in the mutual arrangements of the two companies, had been examined at the usual places, amongst others at Trent, and that the wheel on hammering then rang true. The tire was of considerably more than the minimum thickness to which it is found in practice safe to wear tires. In directing the jury Mr. Justice Lush asked, Was there any evidence of negligence on the part of the defendants in not detecting the fault in the wheel? If, he said, as the evidence went to show, the defect in the wheel could not be detected either by the eye or the ear, then there was no negligence on the part of the defendants. When the case went to the full court on a rule for a new trial on the ground of misdirection, the counsel for the company accepted as sound the view adopted by Mr. Justice Alderson in *Sharp v. Grey* (9 Bing. 517), that "a coach proprietor is liable for all defects in his vehicle, which can be seen at the time of construction, as well as for such as may exist afterwards, and be discovered on investigation." The decision in *Redhead's* case is nothing more than the application of this rule. The dissenting judgment of Mr. Justice Blackburn proceeded on two grounds: (1) that where a manufactured article is supplied for a particular purpose there is an implied warranty that it shall be reasonably fit for such purpose, and (2) that there is a duty on the carrier to the extent that he is bound at his peril to supply a vehicle in fact reasonably sufficient for the purpose, and is responsible for the consequences of his failure to do so, though occasioned by a latent defect. The Court of Exchequer Chamber narrowed the question to one of "due care," disposing entirely of the suggestion of an implied warranty. The court thus defined "due care."—It "undoubtedly means, having reference to the nature of the contract to carry, a high degree of care, and casts on carriers the duty of exercising all vigilance to see that whatever is required for the safe conveyance of their passengers is in fit and proper order." The court added that this duty to take due care would not subject a carrier to the "plain injustice" of being compelled by law to make reparation for a disaster arising from a latent defect in the machinery which they are obliged to use which no human skill or foresight could have prevented.

Some light is thrown on the subject by a recent action against underwriters on a ship called the *Sunbeam*, which sank at her moorings in the Rangoon. The underwriters resisted the claim on the ground, among others, that the ship was not seaworthy at the commencement of the risk. The jury found for the plaintiff, and the Court of Common Pleas, in upholding the verdict, said that if the fact of the ship sinking at her moorings had stood alone, they should have inferred that she was unseaworthy; but it was proved that she had recently undergone extensive repairs, had behaved well on several voyages, and was surveyed shortly before the loss. Applying this decision to the Shipton accident, might it not be said that the breaking of the tire of the wheel (no latent defect appearing) was *prima facie* evidence of unroadworthiness? This being so, it would be for the company to satisfy the jury that by previous examination taken together with the satisfactory work done by the carriage, the company exercised "due care." There are elements in the Shipton accident which seem to make the case fall short of *Redhead's* case, but at the present stage of the inquiry, we shall offer no opinion on the liability or non-liability of the company from a passenger's point of view.

SPECIMENS OF A CODE OF MARINE INSURANCE.

By F. OCTAVIUS CRUMP, Barrister-at-Law.

DOUBLE, OVER, AND RE-INSURANCE.

Definition—Double Insurance.

DOUBLE insurance takes place when the assured makes two or more insurances on the same subject, the same risk, and the same interest.

Art. 4th edit., 309.

German Law.—When an interest which has already been insured to its full value is again insured, the latter insurance is legally invalid, so far as the interest has already been insured for the same time and against the same danger. If the full value is not covered by the earlier insurance, the latter insurance is only valid for that part of the value not previously insured, so far as the insurance has been taken for the same time and against the same danger.

Art. 792.

Over insurance.—There is an over insurance if it turns out that the whole amount insured in the different policies is greater than the whole value of the interest at risk. *Id.*

Adjustment.

English Rule.—In case of over insurance the different policies are considered as making but one insurance, and are good to the extent of the value first at risk. The assured can recover no more than such value, but he may sue the underwriters on any one or more of the policies, and recover to the full extent of his loss supposing it to be covered by the policy or policies on which he elects to sue, leaving the underwriters so sued to recover a rateable

sum by way of contribution from the underwriters on the other policies:

Newby v. Reid, 1 W. Bl. 416; *Rogers v. Davis* and *Davis v. Gildart*, 1 Marsh Ins. 140; 2 Park. Ins. 600, 601.

American Rule.—The same as the English.

Lucas v. Jefferson Ins. Co., 6 Cowen, 635; *Thurston v. Koch*, 4 Dall. 348.

NOTE.—Policies have sometimes a clause introduced into them to prevent the rule of contribution and to make the insurers responsible according to the order of date of their respective policies:

See 3 Kent at p. 368, n. e; *Columbian Ins. Co. v. Lynch*, 11 Johns, 233.

French Rule.—If there be several contracts of insurance effected without fraud on the same subject, and the first contract insures the total value of the subject at risk, it alone shall be enforced. The insurers who have signed the subsequent contracts are freed from liability, and receive only $\frac{1}{2}$ per cent. on the sum insured. If the whole value of the subject insured is not covered by the first contract, those insurers who have signed the subsequent contracts are responsible for the surplus, in the order of the date of their respective signatures: (Code de Comm. Art. 359.)

German Rule.—Insurance has no legal validity so far as it exceeds the insurable value. In the case of simultaneous conclusion of various insurance contracts, if the total amount of the sums assured exceeds the insurable value all underwriters together are only answerable to the extent of the insurable value, each of them being liable for a percentage of the insurable value, as the sum he has insured represents in proportion to the total of the amounts insured.

Gen. G. M. Code, Art. 791.

Valuation.

The valuation is binding between the parties, and if the assured have recovered under another policy the amount of the valuation, he can recover nothing under the policy in suit. If he have recovered less, the amount so recovered goes in reduction of the amount recoverable under the valued policy.

Bruce v. Jones, 1 H. & C. 769; 32 L. J. 132 Ex.; *Irving v. Richardson*, 1 Moo. & R. 153; 2 B. & Ad. 194; *Morgan v. Price*, 4 Ex. 615; 19 L. J. 201 Ex.

RE-INSURANCE.

Re-insurance is the process by which an insurer secures himself against risks which he has accepted from his assured:

30 & 31 Vict. c. 23, s. 3; *Gledstanes v. The Royal Exch. Ass. Co.*, 34 L. J. 30 Q. B.

The re-insurance need not be described as such in the policy, but the original insurer may insure the subject-matter itself against the risks undertaken by him as if it were an original insurance:

Phillips, sect. 498, vol. 1, p. 255.

NOTE.—Mr Phillips considers it expedient that the nature of the insurance should be stated in the policy.

The original contract and the re-insurance are separate and distinct. The re-assured remains solely liable on the original contract, and alone has any claim against the re-insurer.

Art. 4th edit. 31; 1 Emerig. c. viii. s. 14, p. 252.

French Law.—The original insurer in making re-insurance must deduct the amount of premium paid by his assured in estimating his insurable interest.

The same defences are available to both re-insurer and original insurer.

Notice of Abandonment.

Having accepted notice of abandonment, the original insurer should give notice of abandonment to the re-insurer.

American Law.—There is no necessity of an abandonment in a re-insurance.

Phillips, sect. 1506; *Hastie v. De Peyster*, 3 Caines N. Y. 190.

What Recoverable.

That which the original insurer has properly paid or become liable to pay to his assured he may recover from the re-insurer.

Heckenrath v. American Mut. Ins. Co., 1 Barb. Ch. N.Y. 363.

The re-insurer may render himself liable to pay the costs of defending an action by the assured against the original insurer, *ex. gr.*, by refusing to consent to payment of the loss without a contest.

Hastie v. De Peyster, 3 Caines N.Y. 190.

PROCEEDINGS IN COUNTY COURTS.

THE following letter illustrates the ill effects likely to result from the disposition of some County Court judges to get rid of trial by jury:—

SIR,—Having noticed in your paper several letters and articles relating to this subject, we beg to call your attention to the following case:

A client of ours was summoned to attend at the Newport (Salop) County Court on the 6th August last. The subject matter of the action was a question of farming custom, pure and simple, involving no points of law, our client being charged with bad farming. We were instructed to defend him, and, seeing the nature of the case, and that it was one requiring the opinion of practical farmers rather than the opinion of a judge, we immediately bespoke a jury to try the cause.

On the day of hearing, on our going into court to ascertain at what time our case would be taken, the Judge called the member of our firm who attended court to him and asked the reason of a jury being summoned. This he explained to the Judge to the above effect, and his Honour then said that he quite saw the necessity of a jury, as it was purely an agricultural case, and one for men well versed in farming, and further that he thought we were quite right in having a jury.

On the case being called on, his Honour, to the surprise of every one, called our client (the defendant) to him, and, without in any way consulting the counsel we had retained, or ourselves, read our client a pretty little lecture as to his (the Judge's) ability to decide all cases that might be brought before him in his court; and then, after an address of a similar character to the jury, interspersed with remarks as to the hardship of their being detained all day in court in such beautiful harvest weather (they all being farmers), wound up by asking the defendant whether he still wished for a jury. The defendant, being thoroughly taken by surprise, and being confused by his position (he never having been in a court before), and also being a nervous man, naturally said, 'I'll leave it to your Honour.' The judge at once turned round and abruptly dismissed the jury, without another word.

Our counsel, seeing how matters stood, refused to take upon himself the responsibility of going to trial before the Judge alone, and the consequence was that the matter was referred to arbitration, a heavy sum was awarded against our client, and he was not only mulct in a very large sum for court fees, the plaintiff's costs, &c., but also in the additional sum of £6 16s. 10d. for the arbitrators' award.

Feeling the injustice of the award, seeing that there was no agreement between the parties, and the plaintiff did not even attempt to prove a custom, we duly gave notice, and applied to set aside the same a few days since, when, to our surprise, the Judge positively refused to allow the application, and, *mirabile dictu*, said he should not allow the plaintiff his costs of the application, as our client had already had to pay such an enormous sum for costs! Here, with a strange anomaly, ended the matter.

If County Court judges are thus to deprive suitors of their right to a jury, and, as in this case, to ignore the presence of their professional advisers, the sooner they cease to exist the better. It is the opinion of the farmers to whom we have mentioned the case that we must have secured a verdict had the case gone to the jury.—Yours truly,

A FIRM OF STAFFORDSHIRE SOLICITORS.

We do not think that any opportunity should be lost of improving procedure in our County Courts. We, therefore, take the following report of a scene in the Banbury County Court, of which Mr. W. H. Cooke, Q.C., is the new Judge, from the *Banbury Guardian*:

J. H. Marsh, currier, Banbury, v. J. Bailly, Shipston-on-Stour. The amount in the case had been £16, but was reduced to about £6. The Judge said the plaintiff must show him that defendant was in a position to pay. Plaintiff said the defendant had the means to pay, and he produced a letter from the defendant stating that he would pay. (The Judge at first declined to look at the letter, but ultimately did so.) The defendant had his son's name over his place of business. The Judge: That shows he has nothing. If you read the papers you will have seen that members of Parliament have found fault with County Court Judges for committing men to prison who could not pay. Imprisonment for debt has been abolished in all courts except the County Courts. I will postpone the case for a month, but you must show me that the defendant has the means to pay. I am not going to be brought before the bar of the House of Commons for you or any other man. The plaintiff said he wanted justice. The Judge (warmly).—You shall have justice. Don't think you will terrify me, sir. Don't give me any of your impudence. I have a good mind to fine you £5 for contempt of court. Plaintiff.—I want justice, and the County Court is a perfect mockery if I do not get it. The Judge.—I order you to pay a fine of 40s. to the Barons of Exchequer; we will see what they will say about it. The plaintiff was walking across the room to leave the court, and he put his hat on, when the Judge said—And I fine you another 40s. for putting your hat on in court. Plaintiff left the court without further remark. We understand that the fines were afterwards remitted.

LAW LIBRARY.

Principles of Conveyancing. By HENRY C. DEANE, of Lincoln's-inn, Barrister-at-law. London: Stevens and Haynes.

MR. DEANE is one of the lecturers of the Incorporated Law Society, and in his elementary work intended for the use of students, he embodies some lectures given at the hall of that society. It would weary our readers to take them over the ground necessarily covered by Mr. Deane. The first part is devoted to Corporeal Hereditaments, and the second to Conveyancing. The latter is prefaced by a very interesting "History of Conveyancing," and for practical purposes the chapter (Ch. 2, Part II) on Conditions of Sale is decidedly valuable. The most recent legislation is handled by Mr. Deane in connexion with the old law, the Judicature Act and the Vendor and Purchaser Act both being considered in this chapter on Conditions of Sale. We might make some interesting quotations, but the work is one which those engaged in conveyancing should purchase and put on their shelves, and welcome it with the recommendations which we have already recorded.

A New Law Dictionary and Institute of the whole Law. By ARCHIBALD BROWN, Barrister-at-law. London: Stevens and Haynes.

THIS is an ambitious work, but that Mr. Brown could put it forward as an "Institute of the whole Law" is surprising in the extreme. Just let us imagine for a moment what the "whole law" means; having realised what this is, we take in our hand Mr. Brown's volume of less than 400 pages. On the face of it therefore the work stands condemned. But the external evidences are surpassed by the internal. Opening the book at random we came upon "Breach of Promise of Marriage," and "Bribery." The first paragraph under the former is this: "Under the statute 14 & 15 Vict. c. 99, rendering the parties to a civil action competent to give evidence, the parties to a breach of promise case were expressly left to remain (*sic*) incompetent; but under the statute 32 & 33 Vict. c. 68, that incompetency has been

removed." The author then refers to the form of declaration for a breach—when old pleadings are all being swept away by the Judicature Act! And although Mr. Brown deals with the competency of parties as witnesses, he says nothing about the necessity for corroborative evidence on the part of a plaintiff. So again in reference to bribery. After stating what he thinks bribery is—one of the loosest definitions we ever saw—he concludes, "bribery at elections vitiates the same." This is simply untrue. Bribery by an agent of a candidate or by himself personally will avoid his return, but bribery *per se* does not "vitate an election." Mr. Brown makes no reference to municipal elections, and if this paragraph is a specimen of what he conceives to be "the whole law," he declares himself utterly unfit for the task. Mr. Brown has collected some loose notes on law, strung them together and labelled them "A New Dictionary." The book in our opinion is absolutely worthless, if not positively pernicious.

An Introduction to the Final Examination. Vol 1. By H. FOULKS LYNCH and ERNEST AUGUSTUS SMITH, Solicitors. London: Stevens and Sons.

THIS first volume treats of the "principles of the law," and is "a collection of all the questions in the papers set by the Incorporated Law Society, and many similar additional questions, with the answers adapted to meet the extensive alterations made by the Judicature Act 1872." Need we add anything? The authors are both, we believe, competent tutors, and we give them credit for producing a good book for cramming purposes. We object to this system of learning, but those who adopt it will find the present volume of great use.

Digest of the Law of Property in Land. Parts I. and II. By STEPHEN MARTIN LEAKE, Barrister-at-Law. London: Stevens and Sons.

"DIGEST" is a word evidently considered susceptible of a variety of significations. It may mean a bare collection of cases; it may mean a collocation of principles; or it may mean a treatise. According to Mr. Leake it means a treatise. He calls his work "an elementary digest," and he explains the use of the word digest by saying that "it is an exposition of the law compiled from the various existing sources, having no independent authority beyond the credit due to the compilation." It is probably immaterial whether we agree with him in his definition, but so far as we have considered the matter, we have always thought that a digest required that the compiler should possess only the capacity for selection, and that he should lay aside the character of a text writer. It appears from this work, however, that there is very little to distinguish it from other elementary text books, notwithstanding Mr. Leake tells us that "the law has here been carefully collected, point by point and case by case, as found in its various sources, and has been arranged according to the connections and relations of the matter, with the view of developing the principles of order to which it conforms, by means of which it may be presented as harmonious and coherent." We should add, as the author has taken considerable pains to expound his views on codification in his preface, that he confesses that his work makes "no pretence of competing with or improving upon the existing treatises upon the various matters here included by a more complete or more accurate statement or discussion of the matter of the law."

Disregarding the title of the work, we have only to recognise that Mr. Leake has produced an excellent text book. In his introduction he deals with the different rights of property, the distinction of things as real and personal, and the sources of English law. His first chapter is devoted to the sources of the law, in which he deals with the law of freehold tenure, of customary tenure, the law of uses, as incorporated in the common law by the Statute of Uses, and the law of trusts and equitable property in land. We see that he calls this Part I, and gives chapters under "Sources of the Law." Then he gives Chapter I, with sections, Section I being Tenure. This arrangement introduces an element of confusion, small it is true, but not altogether unimportant. The second section of Chapter I relates to Estates of Freehold Tenure; Section 3 to the Seisin and Conveyance of Freehold Estates; Section 4 to Descent and Disposition by Will. Chapter II treats of the Law of Customary Tenure; Section 1 dealing with the Origin and Form of the Tenure; Section 2 to the Limitation and Transfer of Estates of Customary Tenure; Section 3 to the Rights and Remedies Incident to Customary Tenure; and Section 4 to Extinguishment, Re-grant, and Enfranchisement.

This statement furnishes an example of the method of execution adopted by Mr. LEAKE, and that he has hit upon the best system of compiling a law book we think will be admitted, but that it differs in any material respect from other text books we repeat we fail to perceive. The author's hand is perceptible throughout the work. He tells us what the law is, explains the rules and the exceptions, and cites cases in support of his views. And he does not keep procedure distinct from principles, for example, at p. 241, referring to the power vested in courts of law and equity to give relief against conditions, and setting out the

Acts out of which this power arises. We do not say this is out of place. In a text book it is where it ought to be, but it would not be where it is if the work were strictly what is commonly known as a digest.

In short, Mr. LEAKE states the law as it exists. He does not discuss or argue upon it. This is a decided gain, and is an advance in the direction of a digest. He hopes it will point the way to codification. This is quite possible, and whilst there is nothing new to notice in the work it must be accepted as a conscientious contribution to legal literature.

The Law of Life Insurance, with a Chapter on Accident Insurance.

By GEORGE BLISS. Second Edition. New York: Baker, Voorhis, and Co. London: Sampson Low and Co.

THE first edition of this excellent work was published so recently as 1871. That a second edition should be called for within so short a period is the best testimony in its favour. It is almost entirely based on American authorities, but this is a recommendation to many English lawyers. There are some branches of English law which may be very usefully illustrated by American cases, and the law of insurance, whether life or marine, is one of these branches. Recent cases in our own courts show clearly enough that upon such points as representation and concealment, guidance may be needed, and we are glad to see that Mr. Bliss has adopted the most approved definitions, and grafted upon them cases down to the time of publication.

A very important question in the law of insurance is to what extent a principal is affected by the representation of his agent or of a referee, and Mr. Bliss deals with the English, Irish, and American decisions on this latter head in a chapter which we recommend to the attention of our readers. He concludes thus: "It would seem upon principle that if an applicant for insurance refers the company to some third person, under such circumstances as to show that he intends the company to obtain from such person certain information, he makes that person his agent, so far as relates to such information, and is bound by his answers. Thus, if the question is 'Name some acquaintance to whom we can apply for information with reference to yourself,' it would seem that by naming such a person he makes him his agent in giving such information. But a mere stating, in reply to a question, that a person named is his medical attendant, does not in any way make the latter his agent. There should be something in the nature of an express or implied authority to apply to the person named, and that authority is not to be found in the mere giving of a name in reply to a question, unless that question is so framed as to indicate an intention to apply to the third person." On concealment also Mr. Bliss is clear and intelligent. His whole work, indeed, is marked by a complete grasp of his subject, and a capacity to deal with judge-made law.

The Law of Adulterations. By SIDNEY WOOLF, of the Middle Temple, Barrister-at-Law. London: Stevens and Sons.

IN the work before us we have another specimen of what is becoming a common form of production in the shape of professional literature by young lawyers. We are in doubt as to whether we should depreciate the habit or not. To entitle such a work "A Practical Treatise" is, perhaps, somewhat extravagant, yet to say that the little book will not be found of much practical service would certainly be incorrect. The Acts (Adulteration of Food) 23 & 24 Vict. c. 84 and 35 & 36 Vict. c. 74, are of course reproduced *in extenso*, supplemented by an useful index, over the pre-

paration of which it is evident the author has expended no small amount of labour. His disquisitions on the subject of procedure in prosecuting offenders under these Acts will commend themselves not only to members of the Profession, but also to others, as well in Ireland as England and Wales, connected with or interested in the proper enforcement of the law of adulterations; so also will his cursory dealing with five decided cases upon the subject dealt with. The author acknowledges in his preface the many useful suggestions received from Mr. Richard Ringwood, B.A., of the Middle Temple. Mr. Woolf's modesty is unusual, but not the less appreciable; he omits to inform us of the fact that he holds three exhibitions from the Council of Legal Education, and that in passing the final examination before admission to the other branch of the Profession, to which he formerly belonged, he obtained a certificate of merit.

The Law of Pilotage on the River Thames. By W. H. FARNFIELD, of the Incorporated Law Society, Solicitor. London: Davis and Son, 57, Carey-street, Lincoln's-inn.

THIS small work will prove useful to those whom the subject concerns, inasmuch as it contains many references to statute law, from the time of George I. down to the last enactment, 36 & 37 Vict. c. 85, relating to the Pilotage of the Thames. Moreover the author has collected, and in the majority of instances, commented on, twenty-seven cases, which have been decided in relation to pilotage generally, and that of pilotage on the river Thames in particular.

The Liability of Innkeepers. By the Hon. F. C. MONCRIEFF, of the Middle Temple, Barrister-at-law. London: Maxwell and Son; Dublin: Hodges, Foster, and Co.; Thacker and Co., Calcutta; and C. H. Maxwell, Melbourne.

THE author of this work considers, in his introduction, the policy of the law according to the system of Rome, France, Spain, Louisiana, England, and Scotland. Case law upon this important subject has by no means escaped his observation, yet we feel that his labour, judging by its production (the work before us), has not kept pace with his ambition. The book, however, supplies useful information in a concise form and lucidly expressed, rendering it serviceable to laymen.

WE have received the *Lawyer's Companion and Diary* for 1875 (Stevens and Sons), which is edited by Mr. John Thompson, Barrister-at-Law. It contains a law list, and all the information of a practical character which is required in a solicitor's office. The Judicature Act is summarised, the statute law affecting solicitors is brought down to the time of publication, and the cases having the same tendency are all duly noted up. It is a work of undoubted practical value.

WE have also to acknowledge a second edition of the late Mr. Oke's *Licensing Law*, edited by Mr. W. C. Glen (London: Butterworths). Recent legislation has been added so as to make the work a complete book of reference on the subject of which it treats down to the present time.

THE excellent Diaries of Messrs. Letts, for 1875, have reached us. They include the little Pocket Diary, the Bills Due Book and Almanack, No. 3B, and No. 42. The second of these (No. 3B) contains a great deal of useful information, whilst the last-named has more room for entries. All the Diaries are well got up, on, apparently, the very best material.

LEGISLATION AND JURISPRUDENCE.

REMUNERATION BY COMMISSION.

PAPER read by Mr. E. A. Payne, of Liverpool, at a meeting of the Incorporated Law Society at Leeds:

I congratulate you, Mr. President, and the other members of our society here assembled, on the circumstances under which we are met together. I refer to the union of the Incorporated Law Society and the Metropolitan and Provincial Law Society, a union, I am glad to know, was so satisfactorily and so honourably brought about, and which, I hope, will prove of great advantage to the whole of the profession, and, in fact, to the public at large, provided the profession will give the society that support which is absolutely necessary in order to maintain its existence, by becoming members at the small cost of 20s. per annum, as I am sorry to notice that some anonymous writer suggests that attorneys should be admitted by commission without paying any subscription.

In selecting a subject, I thought remuneration by commission would be a suitable one, as it has been before both societies for several years past,

and consequently many members present will be able to speak upon it, and supply information we have not had before; and I hope that in the end the fears of those who think both societies have laboured long without any practical results may be removed, and the hopes of those who are looking forward to a very high tariff being made law may be modified.

When I had the privilege of reading a paper on this subject at a meeting of our junior society at Leicester in 1863, it was only then beginning to be unfolded, but since that time many meetings have been held and many resolutions passed both by the Incorporated and the Metropolitan and Provincial, all the particulars of which have been published; and it is quite unnecessary to introduce them here for the purposes of this paper further than in support of my attempt to explain to you how the matter now stands.

Two proposed scales of costs have been issued by the Incorporated—the one in March 1871 and the other in July 1873—and I consider the latter a great improvement on the former. I will state the difference between them in very few words: both scales are alike as to the relative proportions of the mortgagee's and the mortgagor's costs,

that is, the mortgagor's costs to be three-fourths of the mortgagee's; but the scales are not alike as to the relative proportions of the vendor's and purchaser's costs; the scale of 1871 made them both alike, but the scale of 1873 places them on the same footing as mortgagor's and mortgagee's costs, namely, the vendor's costs to be three-fourths of the purchaser's. Then, as regards the amount of the commission, the tariff of the scale of 1873 is less than the scale of 1871, up to £10,000, but above that sum it is more; and there is one point on which they differ, namely, the scale of 1871 does not go below £500, and there is a memorandum attached to it which says: "The committee is not prepared to suggest a scale applicable to loans or sales below £500," but the scale of 1873 commences at £100, and I think rightly, for though the remuneration proposed for small sums (say for £300 and downwards) is very low, for we all know that the trouble for a conveyance or mortgage for £200 is as great as for £2000; yet we must bend to circumstances, and having a scale very remunerative for large sums, we must be willing to accept an amount we may think unremunerative for small sums. It will not do to leave sums re-

£500 to the will of the attorney, because the commission is in his judgment small; he must take the scale as a whole.

I notice that the publication of 1871 seems to suggest that the scale therein proposed may be adopted at once, as it says, "It is hoped that the scale now framed will be found of essential service to the profession, and enable parties, having due regard to circumstances, to fix rates in the great majority of cases," but the publication of 1873 makes no such remark, but is rather in opposition to it, for it is endorsed "proposed new scale for consideration."

I pass over some scales suggested by the Liverpool Incorporated Law Society, and proceed to notice that in 1871 another suggested scale, embracing to a great extent the Liverpool scale, was put forth, being the joint production of five of the leading law societies, namely, Manchester, Liverpool, Birmingham, Newcastle-on-Tyne, and Worcester, and was widely circulated throughout the kingdom. This was more elaborated than the Incorporated Society's scale, because it provided costs for more classes of business; but I look upon the document of the Incorporated as superior to this, in that it is much more simple and better to be understood, and I strongly advocate our adhering to a scale for vendors and purchasers, and mortgagors and mortgagees only, as proposed by the Incorporated, and not enter into the additional subjects proposed by the amalgamated societies, such as negotiating a sale by private contract; sales by auction, if property sold; sales by auction, if property not sold; leases at rack-rent, and building leases.

Those of you who have read the several scales I have referred to will have observed that in all of them fractional parts of £100 are to be reckoned as a full £100. This rule I would suggest should not go beyond £300, for which such remuneration as proposed we surely can afford to throw in a fraction of £100.

Without troubling you with any proceedings by resolutions or otherwise, which may have taken place in the committees of either of our societies, I come to the annual meeting of the Metropolitan and Provincial Law Society, held at Newcastle-on-Tyne, in October, 1871, when the following resolution was passed:—"That the managing committee communicate the paper of Mr. Cooper to all the provincial law societies, with a request to be favoured with their views upon it, and that such views be communicated to the Incorporated Law Society, with a request that the council will confer with the managing committee, with a view to the adoption of uniform scales of charges by the entire profession, and the sanction of such scales by legislation or rules and orders." Such communications were immediately made, and several of the answers are as follow:—

Worcester Law Society, November 1871.—"This meeting concurs with Mr. Cooper as to the desirability of adopting uniform scales of charges by commission by the entire profession, and obtaining the sanction of such scales by the Legislature."

Leeds, November 1871.—"With the object of obtaining legislative sanction to the principle of payment by commission, it is important that the society should concur with the other law societies in the recommendation of a scale of commission for legislative approval."

Bristol, January 1872.—"That this meeting approves of the principle of payment by commission, and requests the council to communicate with other law societies to endeavour to get a scale recognised by authority."

The Five Amalgamated Law Societies, January 1872.—"That steps should be taken to agree upon a scale of remuneration by commission in conveyancing matters, and to have such scale authorised by general rules and orders or by legislation."

In process of time, namely, in May 1873, these answers and others were submitted to the judgment of a joint committee of the Incorporated and the Metropolitan and Provincial, who framed therefrom a modified scale of charges, and of which they informed all the other law societies by circular, under date 16th May 1873, and which circular contained the following paragraph:—

"The associated committees are now prepared to recommend to the governing bodies of their respective societies a new scale, in which they have endeavoured to meet the views expressed by many of the country law societies, but before doing so, the associated committees desire us to forward to you a print of the new scale, in the hope that they may receive from you an approval of it." To which the following are some of the replies:—

Gloucester Law Society.—"That this society, approving generally of the scale of remuneration by commission on mortgages and sales, issued by the associated committee of the Incorporated and Metropolitan and Provincial Law Societies, requests the committee to co-operate with other law societies in obtaining legal sanction to that or any other similar scale."

Bristol Law Society.—"That this meeting ap-

proves the principle of remuneration by commission recommended by the associated committees, and that it is desirable that proper measures should be taken to procure the legal recognition of a scale, and to render the same binding on the public as well as the profession."

Brighton and Sussex Law Society.—"That this society approves generally of the scale of remuneration by commission on mortgages and sales, issued by the joint committees, and requests the committee of this society to co-operate with other law societies in obtaining legal sanction to that or any similar scale."

I have now brought the present position of the subject before you, and I hope correctly, but if not, there are doubtless many at this meeting who can put me right. The purport of this paper is to explain that we, "solicitors of the Supreme Court," are in a false position as regards our charges for conveyances and mortgages, and the sooner we are relieved from it the better. It is well known that the proposed scale is not yet generally adopted; some adhere to the old charges until a scale is legalised; others add a percentage of one-third or one-fourth to the old charges in order to keep pace with the expensive times in which we live; while others adopt the scale, and some go beyond it. Take an example or two within my own knowledge. An attorney for a building society lately told me that since the proposed scale he always endeavoured to obtain for his charges £2 per cent. on the amount lent, and that he had lately received £60 for a mortgage of £3000 exclusive of any outlay. Now this is more than the existing scale, as £50 is the amount suggested for a mortgage of £3000, though some years ago £2 per cent. was the amount named; but my strong impression is that a solicitor to a building society is the last person who should make a large charge for a mortgage, as he has not the trouble of procuring the money (that is, he earns no procuration fee), that he has a constant flow of business without any exertion on his part, and that his work is of the easiest character after he has satisfied himself that the title is good, namely, the filling up of the printed form of a building society's mortgage—to say nothing about the rules of many building societies which limit the charge for a mortgage to £7 7s. or £5 5s., or even less.

Take an opposite case: An attorney lent on mortgage a sum exceeding £10,000; he had previously lent £6000 on the same property, which sum was paid off out of the £10,000; he was satisfied to charge £50 and the stamps, though the scale would have given him £210. Take another case: An attorney showed me his bill for a mortgage of £300, in which was charged "£6, being £2 per cent. as per the Law Societies' Scale," and he told me that for a mortgage for less than £300 he should charge more than the Law Societies' Scale. Another case occurs to me where an attorney charged his client a lumped sum for a conveyance, but in his bill book the ordinary charges were fully set out, and then it said "add one-fourth more," and this made up the lumped sum.

You all know that different charges exist in the profession, so I will add but one case more. A Liverpool attorney answered a Westminster money lender's advertisement, and proposed to borrow £5000, and the answer (as to the expenses) was that the advertiser would want £1 per cent. for his commission, and the attorney's charges would be according to the London scale.

I need not multiply instances of irregularity in charges; they are patent to all of you; and it is quite clear that at present charges by commission would not be recognised by any taxing master, and a client could within twelve months take out an order to tax, and the master would require a bill of costs *in extenso* with items and dates. But it will be said that you can now make an agreement with your client for a fixed sum; but I repudiate the idea of making an agreement or bargaining with a client about charges. The attorney should stand upon his character, and should be treated as you would treat your medical adviser or your architect, by instructing him to do your required work, and trusting him to make his proper charges for it.

Many of you are aware that so far back as July 1871 a deputation from the five law societies before-mentioned waited on the Lord Chancellor with a memorial in respect of the subject of costs, to which, in November 1871, they received but a cold answer, the finale of which was:—"That the Lord Chancellor finds himself obliged to abstain from further interfering with the rules and practices which govern the taxation of costs." This visit produced a regret in March 1872 from the conveyancing committee of the Incorporated "That the Associated Provincial Law Societies should have laid propositions before the Lord Chancellor without first communicating with them, as the effect of their intervention had been not only to elicit from the Lord Chancellor a disapproval of their propositions, but also an opinion that the whole question of costs must stand over,"

and in addition to this they passed the following resolution:—"That with respect to the scales of remuneration by commission, further time should be given for testing the operation before any attempt be made to obtain legislative or judicial sanction to any scale."

After this visit to the Lord Chancellor in July 1871, namely, in February 1872 (but quite unconnected with that visit, but in pursuance of the resolution passed at Newcastle), the Metropolitan and Provincial requested "That the council of the Incorporated would be pleased to confer with the managing committee of the Metropolitan and Provincial, with a view to the adoption of uniform scales of charges by commission or otherwise by the entire profession, and the sanction of such scales by legislation or rules and orders." Such conference was declined, as appears by the following resolution:—"Your committee, while entertaining the greatest respect for the opinion of the Metropolitan and Provincial Law Association, think that, having regard to the Lord Chancellor's letter, it would be impolitic that this society should at present seek to obtain the sanction by legislation, or by rules and orders, of a scale of charges by commission, as suggested by that association."

I have quoted the resolutions of so many law societies to show that throughout the kingdom remuneration by commission is approved of, but not without legislative sanction; and I have pointed to the irregularity and great difference in our professional charges to show the necessity of such legislative sanction.

In conclusion, I beg to revert to the last resolution the Incorporated Law Society has passed upon the subject, as before quoted, namely, "That with respect to the scales of remuneration by commission, further time should be given for testing their operation before any attempt be made to obtain legislative or judicial sanction to any scale;" and pointing out that that resolution is two and a-half years old, I most respectfully ask the society whether sufficient time has not now been allowed for the testing therein mentioned, and whether it is not the bounden duty of our committee never to slacken their exertions until they have brought this important question to a final and satisfactory conclusion; and I shall be glad if the reading of this paper results in some strong resolution being passed for the guidance of the committee.

I may mention that I agree with the Manchester Law Society that the proposed scale is too high. Take a case: You are concerned for a purchaser, say, for £3000, and also for the vendor, and you lend the purchaser £2000 on mortgage. This is an ordinary case. For this transaction (the responsibility of which you have thrown upon counsel) the scale gives you a clear profit of £192 10s., and I venture to say that one quarter of this sum (even the odd £42 10s.) is more than is now charged for a similar transaction; nevertheless, I am prepared to adopt any scale that is sanctioned by authority, just as I am willing to receive the large *ad valorem* fee on a Probate under the term "Probate under Seal."

SOLICITORS' JOURNAL.

THE death of Mr. John Young, referred to in our two last issues, leaves a vacancy on the council of the Incorporated Law Society, which is not, we believe, to be filled up. It would indeed be difficult to find a sufficient substitute for one who is an actual loss to our body, and who for a period of twenty-six years had always been active in promoting the true interests of the Profession, yet, inasmuch as a considerable time must elapse before the next annual election, we consider that the necessary steps should be taken to fill up the vacancy forthwith. It would be a matter for general congratulation if Mr. C. E. Lewis, M.P., could be induced to become a candidate.

OUR issue of the 28th Nov., page 64, contains a report of a case before a Metropolitan stipendiary magistrate, in which a Liverpool solicitor was charged with libel, and the magistrate stated that if pressed, he should have committed the defendant for trial. The charge was founded on letters written by the defendant by the instructions of his clients. We do not defend the tone and character of the letters in question, yet to say that a solicitor under the circumstances as stated in the case should be liable to committal on such a charge, is to propound a view of the liabilities of solicitors of a very novel and equally serious character. Take, for instance, by way of comparison, the licence of counsel in the recent case of *Rubery v. Grant and Sampson*, entitled by the daily papers "The Mining Speculation Libel." Mr. Day, Q.C., as representing one of the defendants, is reported to have described this case as an attempt at one of the basest extortions that had ever come within the cognisance of a court of justice. Such a statement reflects far more seriously on the plaintiff in the case than did the

statement in the solicitor's letter on the complainant in that case, as the publication in the case of the barrister was complete, in that of the solicitor, quite the reverse. Without for the present discussing the two positions, we feel that they cannot be reconciled one to the other.

We have received a letter from "A Secretary to a Law Students' Debating Society," suggesting the desirability of establishing a journal devoted to their interests. The letter contains some valuable proposals. We have in our columns, during the last two years, taken especial pains to encourage the formation of such societies, and within the same period nine new societies have been formed. Our "Law Students' Journal" columns are always open to free discussion by law students of all questions involving their interests, and it is a matter for congratulation that for some years past such students have made ample use of the means afforded by our columns, to ventilate and discuss many questions of professional concern. We need hardly say that we are as ready as ever to render our columns serviceable in the direction indicated by our correspondent. Without wishing to throw cold water on the very laudable spirit which actuates the "Secretary" in question, we must confess we fail to see that the establishment of such a journal, even if succeeded in, which is most doubtful, would offer any advantages beyond those at present existing.

In another column we print *in extenso* a paper "On the present system of Solicitors' Remuneration: its defects and the remedy for them," read by Mr. F. H. Janson at the Leeds meeting of the Incorporated Law Society in October last. Our readers will find in it many very useful suggestions, the adoption of which, however, would require far more co-operation and combined action than solicitors as a body are likely to give to them. We apprehend, however, that a complete revolution in the system of remuneration is only a question of time. A bill of costs is these days as distasteful to clients as to professional men.

On the 21st Oct. last the first annual provincial meeting of the Incorporated Law Society was held at Leeds, and since our last issue a very interesting publication, comprising a statement of the proceedings and resolutions of the meeting has been issued to every member of the society. Through the medium of the press, the Profession was informed at the time of the proceedings in question, but inasmuch as such reports are at the best imperfect, it is much to be regretted that such a length of time (over a sixth of a year) should be allowed to elapse before the official report is published. It contains a list of professional men present, the President's (Mr. F. T. Bircham) address, which is of considerable length, the resolutions of the meeting, and a reprint of the papers—ten in number—which were contributed by members of the society to be read at the meeting.

With reference to a paragraph in a recent issue relating to a solicitor appearing in the County Court robed as a barrister, a local contemporary informs a correspondent thus: "The paragraph quoted from the LAW TIMES is founded upon a mis-statement which appeared in a local contemporary. It was not a solicitor who was engaged as an advocate, but the Registrar of the Winchester County Court, who appeared in court in a wig, in compliance, as we understand, with a request of the judge."

NOTES OF NEW DECISIONS.

WILL—CODICIL—MISTAKE IN DATE—PROBATE.—Testatrix left a will, dated 3rd June 1868, and three codicils. The second codicil referred to a will dated April 1870. No such will could be found, and the only evidence of its existence was an entry in the bill book of deceased's solicitor. The court held that there had been a mistake in the date, and granted probate of the codicil, as being a codicil to the will of 1868: (*In the Goods of Dent*, 31 L. T. Rep. N. S. 552. Prob.)

DEMURRER—SETTLEMENT—TRUST NOT COMMUNICATED TO TRUSTEE UNTIL AFTER THE DEATH OF SETTLOR—REFUSAL TO ACT—BILL TO APPOINT NEW TRUSTEE.—A settlor made a voluntary settlement of real estate, but did not communicate the fact of the settlement to the sole trustee during his lifetime. After the settlor's death the trustee refused to undertake the trusts of the settlement. The settlement contained a covenant for further assurance, and a power to appoint new trustees: Held, that this was a case in which the court would appoint new trustees: (*Jones v. Jones*, 31 L. T. Rep. N. S. 535. V. C. H.)

ADMINISTRATION—LIMITED GRANT—RULE 30.—Where the parties were entitled to probate and administration with the will annexed had re-

nounced, and the estate was insolvent, the court made a grant to the trustee appointed by a codicil, limited to the trust estate: (*In the goods of Prothero*, 31 L. T. Rep. N. S. 551. Prob.)

WILL—EXECUTION—FOOT OR END—LORD ST. LEONARDS' ACT.—A will was written on the first and third sides of a sheet of foolscap, and the attestation was on the second page. The court, being satisfied from the evidence that the signature was intended to be placed at the foot or end, granted probate: (*In the goods of Stoakes*, 31 L. T. Rep. N. S. 557. Prob.)

COSTS OF ADMINISTRATION SUIT—PERSONAL ESTATE—LAPSED SHARE OF RESIDUE.—*Semble*, that where a testator gives his residuary personal estate to A. and B. in equal shares, and A. dies in his lifetime, the lapsed moiety of the residue will be the primary fund for payment of the costs of administering the estate, in exoneration of the other moiety. A testatrix, by will made in 1855, gave to A. the residue of her estate up to the end of the year 1855; and gave all accumulations from that date to B. The testatrix died in 1869. She left no real estate; A. died in her lifetime. In the course of a suit to administer her estate, the respective amounts of her residue at the end of the year 1855, and at the time of her death, and the difference between these two amounts, being the amount of the "accumulations" fund, had been ascertained. All her debts had been paid out of the amount of her residue at "the end of the year 1855." Held, that the gift of the "accumulations" fund was a pecuniary legacy, and not a gift of residue; and that, therefore, there being only one residuary gift, which lapsed, the costs of the suit must be borne entirely by the next of kin, in exoneration of the "accumulations" fund. (*Gowan v. Broughton*, 31 L. T. Rep. N. S. 533. V. C. M.)

MORTGAGE—REGISTRATION—MEMORANDUM OF FURTHER CHARGE—PRIORITY—TACKING—YORKSHIRE REGISTRY ACT (2 & 3 ANNE, c. 4).—A memorandum of further charge in favour of the first mortgagee of lands in Yorkshire requires registration as much as the original mortgage, and in the absence of registration will be postponed to a second registered mortgage without notice of such further charge, nor will the first mortgagee be entitled to tack his further charge if the second mortgagee has given him notice of his charge. An owner of lands in Yorkshire mortgaged them to secure repayment of an advance of £1100. The mortgagee registered a memorial of his mortgage, not stating the amount of it, and afterwards he made a further advance, for which he received a memorandum of further charge upon the same lands, which he did not register. The mortgagor subsequently mortgaged the same lands to another person to whom he gave no notice of the further charge to the first mortgagee, merely saying that the first mortgage was for £1100. The second mortgagee registered his mortgage and gave notice of it to the first mortgagee. The first mortgagee having refused to be redeemed except upon payment of the amount due upon both his mortgage and his further charge, the second mortgagee filed his bill for redemption: Held, that the memorandum of further charge was a "conveyance" within the meaning of the Yorkshire Registry Act (2 & 3 Anne, c. 4), and required registration; that not having been registered it was therefore void as against the second mortgagee; that the first mortgagee, having received notice of the second mortgage, was not entitled to tack his further charge as against the second mortgagee; and that the second mortgagee was entitled to redeem upon payment of the amount due upon the first mortgage only. Held also that the second mortgagee was not bound, when he found the memorial of the first mortgage on the register, to inquire how much was due to the first mortgagee, and that the first mortgagee, having refused to be redeemed except upon payment of both his mortgage and his further charge, was not entitled to his costs of the suit. Decision of Bacon, V.C. affirmed: (*Credland v. Potter*, 31 L. T. Rep. N. S. 522. Ch.)

CONTRACT—BREACH OF—DAMAGES—FAILURE TO DELIVER GOODS AT SPECIFIED PERIODS.—The defendants entered into a contract with the plaintiff, whereby they undertook to deliver, from the 1st Jan. until the 31st Dec. 1872, 6260 waggons of coal, at 7s. 3d. per ton of 20cwt., at the fair average rate of twenty waggons per day; payment by three months' acceptance, drawn on the 10th of each month, for the previous month's supply. The deliveries were irregular in point of time, and insufficient in point of quantity, and they failed to comply with the condition of the contract, that they should be at the fair average rate of twenty waggons per day. At the end of the year there was a large deficiency. The plaintiff, although constantly complaining of the deliveries, did not go into the market and buy against the defendants at any time during 1872, but on the 13th Feb. 1873, he bought coal in the market to supply the whole of the deficiency of the coal undelivered, at a very much higher price, namely, 19s. per ton. Coal had been gradually

rising in price in the market throughout the successive months of 1872, and it rose more rapidly in the months of Jan. and Feb. 1873. The plaintiff claimed to be entitled to (as damages) the difference between the contract price of 7s. 3d. and the market price of coal at the expiration of such a reasonable time after the 31st Dec. 1872 as would have enabled him to go into the market and obtain it, calculated upon the whole of the deficiency left undelivered by the defendants under their contract throughout the year 1872. The defendants contended that the plaintiff was not entitled to wait until the expiration of the year before assessing his damages as contended for by the plaintiff, for that a breach of the contract was committed as often as a month expired without the proper quantity applicable to such month having been delivered, and that plaintiff was bound to assess his damages in respect of such breach from an estimate of that month's market price of coal, or that the breaches were committed at some shorter periods; but that the damages should be calculated at the end of each month: Held, that as soon as the defendants failed to deliver a fair average of coal, according to the terms of the contract, a breach had taken place, for which at that time, the plaintiff was entitled to damages as upon that breach, and so on from time to time as each subsequent breach took place, and that it was an erroneous way of estimating the damages by waiting until the full period of the contract had expired, and then claiming the difference at that time. Also, that what under the circumstances constitutes a breach is a question for a jury: (*Barningham v. Smith and others*, 31 L. T. Rep. N. S. 540. Ex.)

UNDUE INFLUENCE—BOND EXECUTED ON ATTAINING MAJORITY—SUBSEQUENT CONFIRMATION UNDER PRESSURE—LACHES.—In 1857, the plaintiff, a young lady of twenty years of age, who was entitled under her father's will to a life estate in property of the value of £195 per annum, and who had no other property, was induced by her stepfather, who was one of her testamentary guardians, and with whom she lived, to join him in signing a joint and several promissory note to pay £450 and interest thereon to the defendant. In 1859, after she had attained twenty-one, the plaintiff was pressed by her stepfather to join him, and after some resistance she did, without any independent advice, join him in executing a bond to pay to the defendant in six years from that time the sum of £600 (the amount then due on the promissory note, together with costs), and interest thereon in the meantime. When she executed this bond, she was aware that the promissory note was not legally binding upon her. In 1866 the defendant recovered judgment against the plaintiff's stepfather, but consented to give further time for payment, and to abstain from issuing execution if he would get the plaintiff to execute another bond for the amount then due on the former bond. The plaintiff, who was then twenty-nine years of age, and was not aware that her prior bond was invalid, under pressure of the defendant's threat of issuing execution and without any independent advice execute another bond for £750 (the amount then due under the former bond), and interest thereon. The defendant, who was aware of the pressure put upon the plaintiff, had advanced no money after the £450 for which the promissory note was given, and the plaintiff received no consideration for signing the promissory note or either of the bonds. In 1872 the defendant commenced legal proceedings against the plaintiff on her bond of 1866, and she thereupon filed her bill to restrain the action and to set aside the bonds: Held (affirming the decision of Bacon, V.C.), that the bond of 1859, having been executed soon after the plaintiff attained her majority, under undue influence and without independent advice, was invalid, and that inasmuch as the bond of 1866 was executed by the plaintiff under similar circumstances, and without knowledge on her part of the invalidity of the prior bond, it did not operate as a confirmation of the prior bond, but was also invalid as against the plaintiff. Held also, that the delay to seek relief from 1866 to 1872 did not under the circumstances amount to laches: (*Kempson v. Ashbee*, 31 L. T. Rep. N. S. 525. Ch.)

THE REMUNERATION OF SOLICITORS.

MR. F. H. JANSON, ex-president and member of the Council, read the following paper at the first annual provincial meeting of the Incorporated Law Society at Leeds in October:—

The rules by which the remuneration of solicitors is governed present many remarkable features, and may be regarded in great measure as anachronisms.

The system is undoubtedly of ancient date and almost of necessity unsuited to the present day. It differs from all other known systems of remuneration, and is at once cumbersome and intricate; like the law itself, abounding in fictions, and the source of much needless trouble and expense.

In theory a solicitor is only entitled to charge—

what a taxing master would allow if the bill were submitted to him, while the solicitor is expected to furnish, in most instances at his own expense, a detailed bill, often running to enormous length, because it contains (as it is required to contain) a minute historical account of the entire transaction; the strict allowance in many cases could be shown to be ridiculously inadequate. An instance will be mentioned presently.

The remuneration for the solicitors' time employed is extremely meagre—there is a tradition that the true allowance is at the rate of 6s. 8d. an hour. The old notion (which still lingers about us) is that the solicitor should be paid almost exclusively with reference to the paper covered with ink by himself or those employed by him. This has necessarily tended much to prolixity, and in the days when tautology and prolixity were the rule, the solicitor had little reason to complain. But a new method now obtains, deeds, briefs and affidavits are prepared much more concisely than formerly; pleadings are abridged in length; and the substitution of printing for writing in the latter has tended greatly to reduce a former source of profit. The allowance for attendances and for time occupied in journeys, remains ostensibly what it was sixty years ago, whilst the fee of 6s. 8d. was fixed some centuries back, and was represented by a gold coin called a noble, for which a sovereign would in the present day afford a poor equivalent.

It is true that successive orders of court have in name enlarged the discretion of the taxing masters in regard to allowances for skill and responsibility; but it is notorious that this discretion is very sparingly exercised, and the solicitors find that one source of profit (a mischievous one we must admit) has been done away with, without any corresponding addition in other ways, although the expenses of a professional establishment and the cost of living have largely increased.

A late member of the council of this society, too early snatched from us by the hand of death, used to tell an amusing story of an incident which occurred to him when at the height of his busy and useful career. While staying at the seaside during a long vacation, he received a visit from a gentleman who had been an occasional client, who was most anxious to consult him upon a matter of much urgency and of grave importance, involving difficult questions of commercial law. The practitioner made it a rule to abstain from all business while enjoying his holiday, and at first declined to go into the matter, referring him to his partner in London. Yielding at length to the importunity of his client, he consented to hear him. The narrative and the examination of papers spoilt a fine afternoon, which could have been more agreeably spent, and the lawyer lay awake half the night considering how the client's interests could be best dealt with. The conclusion was, that a letter should be written, the form of which he drew up and handed next morning to the client. A month after, the latter, overflowing with gratitude, called upon the practitioner and told him that his advice and suggestions had proved perfectly successful, and had saved him from great loss, if not from ruin, and inquired in how much he was indebted. The answer was: "The charge I am strictly entitled to make is 13s. 4d. for an attendance and 5s. for a letter." The client very properly left behind him a cheque for twenty guineas; but it is very questionable whether more than one could have been recovered in an action.

In no other profession does this singular state of things prevail. The medical man, the surveyor, the architect makes his charges with reference to his own view of the value of his services; the adjustment is left to the action of public opinion and the willingness of the employer to continue his patronage, or, in flagrant cases, the *ultima ratio* of a jury, and no inconvenient consequences ensue. Why should it not be so with the solicitor? As matters now stand the practitioner of the largest experience and the highest reputation is only permitted to make the same charge as the youthful aspirant for business who was admitted yesterday, and perhaps only passed his examination by the questionable tender-heartedness of the examiners. One uniform standard is adopted; and the man of ability and integrity finds his remuneration cut down in order that the greedy and dishonest practitioner may not victimise those who have the misfortune to be his clients.

Bargains for reducing solicitor's fees in small transactions are by no means uncommon, while there are few, if any, of the converse class. It is notorious that much professional work is done for persons of small means without any charge, and that the bulk of conveyancing transactions (those of small amount) are carried through at fees below—often much below—those which would be allowed on taxation. The existing state of things is therefore altogether one-sided.

In addressing an assemblage of solicitors, it is unnecessary to dwell upon the injurious delays that are often interposed to the final settlement of matters in Chancery, through the necessity of

submitting to the taxing master all bills of costs to be paid out of funds brought within the jurisdiction of the court; delays often entailing serious loss, not to say distress, to the client, who, perhaps, not inexcusably, imputes a part of the blame to the practitioner; nor upon the opportunities it affords to dishonest solicitors to postpone the enforcement of just claims upon them, and to evade for a time the punishment which ultimately awaits them. Trustees are almost always placed in an unfair position in discharging the bills of the solicitors whom they employ, as they have, in strictness, no discretion to pay more than would be allowed on a taxation, which they would shrink from demanding, though, in a certain sense, necessary for their protection.

It is the opinion of some, whose judgment is entitled to weight, that the not very intelligible distinction between 'party and party costs,' and 'costs as between solicitor and client,' has a prejudicial influence on the question; for, although a solicitor's bill on his own client is always taxed on the more liberal scale, yet the existence of another scale of a more rigid character tends to produce in the taxing master a habit of mind unfavourable to broad and considerate views. The existence of two different scales does not seem to be defensible. The principle on which costs are given in contentious cases is to remunerate the successful party for the expenses he has been put to in recovering a just or in resisting an unrighteous claim; but this is very imperfectly effected if he only obtains those costs which are allowed as between "party and party"—and these are all that a plaintiff or defendant can ever look for at common law—while it places the professional man in an unpleasant, and it may be said false, position; for in claiming the extra costs from his client he appears to be asking for something to which, in the opinion of the most competent and impartial judge in such matters, he is not entitled.

There is reason to believe that persons high in authority are prepared to recommend a great alteration in the system of allowance, not only as between litigant parties but as between solicitors and their clients in all classes of business; and it certainly does seem to concern our body to make the most of any opportunity that offers to procure a revival of the present regulations. Charges that seem impending in regard to the system of conveyancing render this more than ever important to our body.

But in what way is the desired improvement to be effected? On this opinions may be expected to differ considerably.

My own suggestion would be:—

1. To abrogate all power on the part of the client to have his own solicitor's bill referred to a taxing master, as a matter of course, indeed, except under a special order of a judge, after adequate cause shown.

2. To legalise all contracts between solicitor and client, subject to the revival, not of a taxing officer, but of one of the judges, who would, it may be presumed, feel himself less bound by traditional rules than an officer of the court.

3. To extend the discretion of the taxing master in all cases, whether contentious or not, enjoining (rather than just permitting) him to take into account the skill displayed, the outlay incurred, and the value of the services performed in the widest and most general sense.

4. And last, but not least, the extension of the *ad valorem* principle, as far as possible, to all classes of business, not excluding contentious business.

At present the only suggestions that have been made public for the application of this principle are limited to sales and mortgages. I fail to see any reason why it should not be made applicable to settlements, wills, and leases, and, indeed, to suits and actions, by means of substantial allowances for instructions at different stages of the proceedings, and, perhaps, increased term fees. We might, I think, borrow with advantage from the Scotch system, which I believe applies to the *ad valorem* principle, conjointly with the allowance by length and for time.

The change suggested would, according to Mr. Edward Karslake's view tend to aid the progress of Law Reform. In his forcible letter to the present—and then—Lord Chancellor, written in 1867, after observing—that if clients insisted on deeds being prepared in the most concise form possible, the scale of remuneration remaining unaltered, practitioners must work for nothing—he goes on to say "that the most beneficial enactment can have but very partial success if it interferes with professional remuneration."—See also some very pertinent observations to the same effect in Mr. Joshua Williams' "Treatise on the Law of Real Property," eighth edition, page 190.

I do not imagine that I have at all exhausted the subject, or that these suggestions contain, by any means, the best and most effectual remedies that may be found, and I am aware that I have not dealt with the important question of allowances to solicitors in county court cases, which are manifestly inadequate, or with the anomalies that

exist *inter alia* the re-taxation by the Treasury of bills already taxed) in reference to allowances for witnesses on prosecutions, these being matters with which I am not familiar. My object is to draw attention to the subject, at what appears to be an important as well as a favourable juncture, and to provoke discussion upon it among ourselves and our brethren throughout the profession. Collision of opinion cannot fail to be of utility, and I hope we shall not separate without appointing a large and influential committee from members of this society, to ascertain the views of the profession, and to frame recommendations which, when approved by the Council, may be submitted to the proper authorities, and we may hope form the basis of a new and more satisfactory system.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

ISAACSON (Wotton), Midsenhall, Suffolk, Esq.; Tooke (Rev. Jas. Tooke Hales), Sawley, Lincoln, clerk. £214 1s. 6d. Three per Cent. Annuities. Claimant, Rev. Jas. Tooke Hales Tooke, the survivor.

SHRAPNELL (Louisa), Byfleet, Surrey, spinster. One dividend on the sum of £336 2s. Annuities for terms of years. Claimant Benjamin Scott, one of the executors of Louisa Shrapnell, spinster, deceased.

SHRAPNELL (Louisa), Byfleet Cottage, Surrey, spinster, one dividend on the sum of £336, three Three per Cent. Annuities. Claimant, Benjamin Scott, one of the executors of Louisa Shrapnell, spinster, deceased.

SMITH (Geo.), 44, Frederick-place, Old Jewry, gentleman, one dividend on the sum of £200, and two dividends on the sum of £1500, Three per Cent. Annuities. Claimant, Frederick Wickings Smith, acting executor of Geo. Smith, deceased.

WHEILDON (Wm. H.), 113, Hemingford-road, Barnsbury-road, gentleman. £161 1s. 6d. Three per Cent. Annuities. Claimants, Wm. Drinkwater and Isaac Wheildon, executors of Wm. Henry Wheildon, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

YORKSHIRE BRICK AND STONE COMPANY (LIMITED).—Creditors to send in, by Feb. 1, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to C. Lovey, Esq., East Parade, Leeds. Feb. 15, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BRADFORD (Robert), Stoke Rochford, Lincoln, gentleman. Jan. 23; H. and J. G. Thompson, solicitors, Grantham. Feb. 15; V.C. B., at twelve o'clock.

ELLEN (Francis N. C.), Wolverhampton. Feb. 1; Fors and Bannell, solicitors, Exeter. Feb. 8; V.C. H., at twelve o'clock.

HUNT (George), Narborough, gentlemen. Jan. 25; James Bonskell, solicitor, Leicester. Feb. 8; M. R., at eleven o'clock.

JONES (Henry), Cirencester Villa, New Cross-road, New Cross, Surrey, packing case maker. Jan. 12; H. Gorer, solicitor, 40, King William-street, London. Jan. 13; V.C. M., at twelve o'clock.

JONES (Richard S.), 30, Poulton-square, Chelsea, Middlesex, gentleman. Jan. 30; H. S. L. Russey, solicitor, 10, New-square, Lincoln's-inn, Middlesex. Feb. 15; V.C. H., at twelve o'clock.

SHUCKROTH (James), Feltham, Middlesex, brewer. Jan. 13; E. J. Peck, solicitor, Parliament-street, Middlesex. Feb. 15; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

DOWNES (Charlotte D.), 57, Harley-street, Cavendish-square, Middlesex. Feb. 1; Blood and Son, solicitors, Wilham, Essex.

FERKELL (Frederick A.), 25, Hanover-square, Middlesex, dentist. Jan. 24; Lumley and Lumley, solicitors, 2, Conduit-street, Bond-street, London.

GIBBS (Emily K.), formerly of 38, Westminster-place, City-road, Middlesex, late of 24, Kennington Park-road, Surrey, spinster. Jan. 27; Mills and Lockyer, solicitors, 2, Bunswick-place, City-road, Middlesex.

GOOSON (Elizabeth), Leicester, widow. Feb. 15; J. and S. Harris, solicitors, 31, Finsbury-lane, Leicester, London.

HODGE (Henry S.), formerly of Sutton, Hull, York; late of Laurel Villa, St. Helen's Down, near Hastings, Esq. Feb. 20; C. Davenport Jones, solicitor, 1, Harold Place, Hastings.

LEVINE (Edward), British Museum, Middlesex, Esq. Jan. 31; Williams and James, solicitors, 62, Lincoln's-inn-fields, London.

LAWSON (John), 22B, Cavendish-square, Middlesex, Esq. Jan. 31; Williams and James, solicitors, 62, Lincoln's-inn-fields, Middlesex.

MARSH-CALDWELL (Anne), formerly of Eastbury, Hertford, afterwards of Deacons, Surrey, late of Linley Wood, Stafford, and of Lowndes-street, Middlesex, widow. Feb. 6; Wynne and Son, solicitors, 40, Lincoln's-inn-fields, London.

MAISON (Daniel B.), 82, Cambridge-terrace, Hyde Park, Middlesex. Feb. 15; C. C. Ellis and Co., solicitors, 18, St. Swithin's-lane, London.

MILTON (John), formerly of 10, Great Marylebone-street, Middlesex, grocer and tea dealer, late of Tavistock-crescent, Westbourne Park, Middlesex. Jan. 30; Wynne and Son, solicitors, 40, Lincoln's-inn-fields, London.

MURPHY (Alexander), 22, Finsbury-lane, assistant-surgeon of H.M.'s ship "Malacca." Feb. 22; R. G. Marsden, solicitor, 20, Old Cavendish-street, Cavendish-square, London.

READ (David), 1, Park-road, Hampton Wick, gentleman. Jan. 22; W. F. Lowe, solicitor, 67, Wimpole-street, Cavendish-square, Middlesex.

ROBERTS (Jas.), Thorpe Lee, Essex, farmer. Feb. 27; Seimner and Co., solicitors, Colchester.

SILVERSTONE (Jas.), Bury St. Edmunds. March 25; Spark and Sons, solicitors, Bury St. Edmunds.

SMITH (Brigadier-General Richard), Park-place, Hanover-square, Middlesex. Jan. 31; Walters and Co., solicitors, 9, New-square, Lincoln's-inn.

SMITH (Robert), Storr's Farm, Windermere, farm bailiff. March 1; Fisher and Gatey, solicitors, Grove House, Windermere.

SURVIN (Hugh), 5, East Mount-road, York, gentleman. Jan. 31; Barry and Co., solicitors, 70, Lincoln's-inn-fields, London.

WEBSTER (Mary B.), formerly of Ipswich, of Folkestone, and 128, Midway-road, Stoke Newington-green, Middlesex, late of Hayes, Middlesex, spinster. Feb. 1; Wootton and Sons, solicitors, 2 Finsbury-lane, London.

WELLER (Caroline), Broom Hall, Teddington, Middlesex, widow. Feb. 1; Dixon, Ward, and Letchworth, solicitors 10, Bedford-row, London.

Wells (Sarah), Windsor, Berks, widow, Feb. 15; West and King, solicitors, 65, Cannon-street, London, farmer. Feb. 2; Josselyn and Sons, solicitors, 10, Queen-street, Ipswich. Woodward (Robert), Akenham, Suffolk, gentleman, Feb. 2; Josselyn and Sons, solicitors, 10, Queen-street, Ipswich.

REPORTS OF SALES.

Friday, Dec. 18.

By Messrs. FARRBROTHER, CLARK, and Co., at Bedford, Bedfordshire near Felpersham.—Hardwick Farm, containing 91a. 2r. 18p., freehold—sold for £2400. Carlton.—A plot of land, 6a. 3r. 38p.—sold for £120. The Pastures, containing 62a. 1r. 29p.—sold for £2375. Enclosures, containing 14a. 3r. 29p.—sold for £1040. Low Town farm, containing 42a. 2r. 11p.—sold for £2450. Sterington.—Freehold outcrops and garden—sold for £30. Poole's Farm, containing 82a. 2r. 15p.—sold for £2900. Two enclosures, containing 2a. 0r. 18p.—sold for £160.

ELECTION LAW.

COURT OF COMMON PLEAS (IRELAND).

(From the Irish Law Times.)

Thursday, April 23 1874.)

(Before LAWSON, J.)

Re DROGHEDA ELECTION PETITION.

Practice—Parliamentary Elections Act (31 & 32 Vict. c. 125)—The Ballot Act 1872 (35 & 36 Vict. c. 33)—Inspection of ballot papers.

Liberty given to the Clerk of the Crown and Hanaper to permit the agents of the petitioners and respondents, in a parliamentary election petition, to inspect ballot papers which had been received by the returning officer, though objected to on the part of a candidate, as having been marked so that the voters could be identified.

MOTION, on behalf of Robert Martin and others, the petitioners in the matter of the parliamentary election petition for the county of the town of Drogheda, for an order to permit inspection of ballot papers.

The motion was grounded on an affidavit of Mr. Henry Clinton, who deposed that he was the parliamentary agent of the petitioners, and had acted as the conducting agent of Mr. Whitworth, one of the two candidates at the late election in Drogheda; that the respondent, Dr. O'Leary, was the only other candidate, and that Dr. O'Leary was returned as the candidate elected, and elected by a majority of ten votes; that the deponent was advised by counsel that Mr. Whitworth should have been declared elected, and that the majority for Dr. O'Leary was a colourable one, and had been created by the reception of voting papers improperly filled up, and marked so as to lead to the identification of the voters, for from forty-five to fifty ballot papers had been received and counted by the returning officer, though objected to on behalf of Mr. Whitworth, which had a cross marked on them after and opposite the name of Dr. O'Leary, and in the same compartment, instead of being marked outside the vertical line at the right hand side of the name; that a petition had been duly presented against the return of the said respondent, and that deponent was advised that a scrutiny of the ballot papers was essential to justice, and necessary in order to enable the petitioners to question the validity of said election.

Heron, Q.C. (with him Nicholls), for the petitioners, in support of the motion cited *re Tyrone Election Petition* (1r. 7 C. L. 190); *re Athlone Election Petition* (8 Ir. L. T. Notanda, 88; 35 & 36 Vict. c. 33, sch. 1, p. 1, r. 40). They asked that the order should go for an inspection both of the rejected ballot papers, and the ballot papers objected to yet received, as, unless there was a scrutiny at the trial, it would be necessary to have a general inspection then, and time would be saved by having it now, while it would also enable them to be prepared if a scrutiny were entered upon at the trial.

Porter, Q.C. (with him Killen), for W. H. O'Leary, one of the respondents, *contra*.—The case of the *Athlone Election Petition* was the converse of the present, and the motion there made was not so extensive as this application, as now presented on the argument for the petitioners; and none so extensive has been granted here or in England. This is in effect an application for a preliminary scrutiny, but seeking to inquire into matters which would be outside a scrutiny. In the *Athlone* case the order was sought for the purpose of inspecting the rejected ballot papers. [LAWSON, J.—There is no doubt that there would be a right to an inspection of rejected ballot papers in a proper case for it; and in principle I think there is, also a right to have an inspection of ballot papers which were received by the returning officer contrary to objection. That the returning officer's decision is final does not take away any right to inspection.] This is a mere fishing application, to assist the petitioners in spelling out a case. We do not deny that the court has jurisdiction to make the order, but, before such an exercise of its power, an overwhelming case of convenience must be made out. Here, however, the applica-

tion is unnecessary, frivolous, and vexatious. Upon the showing of the affidavit of the petitioners' agent, they seem quite familiar with the papers for the scrutiny of which this motion is now made. There are charges in the petition of bribery, &c., and recriminating charges, and if these were proved the scrutiny would be wholly unnecessary. The decision of these matters of fact should be preliminary to a scrutiny. The secrecy of the ballot should be most jealously guarded. The scrutiny of the voters in the case of *Clare County Election*, 1853 (2 P. R. & D. 241), was not entered into until after allegations of treating, bribery, and intimidation were decided. So, in the *Lyme Regis* case, 1848 (1 P. R. & D. 26), and in the *District of Wighton Burgh's* case, 1853 (2 P. R. & D. 134), the more convenient course was held to be, that the consideration of the other matters alleged in the petition should be preliminary to the scrutiny of the votes. In Leigh and Le Marchant's Election Law, p. 76, the usual procedure is stated:—"The inquiry by way of scrutiny is sometimes entered into before the other charges in the petition are disposed of, but this is not an expedient course, since it is possible that those defending the seat will, by the above section, be able to disqualify the candidate for whom the seat is claimed. The general charges should, therefore, usually be gone into first. . . . If the petitioner is disqualified, a scrutiny of votes may still take place, for the purpose of showing that the respondent has not really a majority of legal votes, even though the respondent is declared not to have been guilty of corrupt practices." Not only is the order sought at a stage in the proceedings

when to grant it would be a novelty, unnecessary, contrary to the principles of the Ballot Act and to the course pointed out in Leigh and Le Marchant as usual, but it is, moreover, a fishing scrutiny, which the court will not encourage. We would still be entitled to go on with a scrutiny at the trial. [LAWSON, J.—I am not disposed to make an order so extensive as that contended for. I should be inclined to make an order following that made in the *Tyrone Election* case.] If an order is to be made at all, we would prefer that there should be an inspection of the received ballot papers, as we also might be advantaged. [Heron, Q.C.—As regards the rejected papers, the Clerk of the Hanaper can attend at the trial with them in a separate packet, to be opened if necessary.]

J. B. Falconer, for the returning officer, R. B. Daly, the other respondent, applied for costs of appearing, and referred to the *Athlone* case.

Nicholls, in reply.

Ordered, that the Clerk of the Crown and Hanaper do, on Monday, the 27th inst., at the hour of twelve o'clock, allow an inspection of the ballot papers admitted and received by the returning officer at the election for the said borough, to Mr. Henry Clinton and Mr. Verdon on behalf of the petitioners, and Mr. J. G. Healy and Mr. John Downs on behalf of the respondents. Let every precaution be taken by the Clerk of the Crown and Hanaper not to permit of the inspection of any other document, or documents, than said papers. And let the costs of this motion, and of the said inspection, be costs for the successful party in this election petition matter.

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover	Saturday, Jan. 9	W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Bideford	Monday, Jan. 11	Charles Jerom Murch, Esq.	14 days	James Rooker.
Birmingham	Friday, Jan. 8	A. R. Adams, Esq., Q.C.	14 days	T. E. T. Hodgson.
Bolton	Friday, Jan. 8	Sammuel Pope, Esq., Q.C.	10 days	John Gordon.
Bridgnorth	Friday, Jan. 8	William Cope, Esq.	14 days	William D. Batte.
Brighton	Wednesday, Jan. 6	John Locke, Esq., Q.C., M.P.	2 days	Ewen Everashed.
Carmarthen	Monday, Jan. 4	B. Thos. Williams, Esq.	10 days	E. John Barker.
Chichester	Tuesday, Jan. 5	John J. Johnson, Esq., Q.C.	10 days	E. Titchener.
Colchester	Monday, Jan. 4	F. A. Philbrick, Esq., Q.C.	8 days	John S. Barnes.
Derby	Tuesday, Jan. 5	George Boden, Esq., Q.C.	1 day	John Gadsby.
Devonport	Saturday, Jan. 9	H. T. Cole, Esq., Q.C.	10 days	G. H. E. Rundle.
Faversham	Monday, Jan. 4	G. E. Dering, Esq.	7 days	F. F. Giraud.
Gloucester	Tuesday, Jan. 12	C. S. Whitmore, Esq., Q.C.	7 days	Francis W. Jones.
Gravesend	Friday, Jan. 8	S. G. Grady, Esq.	2 days	G. E. Sharland.
Guildford	Monday, Jan. 4	Hon. G. C. Norton	8 days	John E. Capron.
Hythe	Saturday, Jan. 2	Robert John Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, Jan. 14	D. Brown, Esq., Q.C.	Statutory	T. G. Archer.
Kingston-on-Hull	Thursday, Jan. 7	Wm. C. Beasley, Esq.	8 days	B. Champney.
Leicester	Wednesday, Jan. 6	Chas. G. Merewether, Esq.	8 days	Richard Toller.
Newcastle-on-Tyne	Friday, Jan. 8	W. D. Seymour, Esq., Q.C.	10 days	John Clayton.
New Windsor	Monday, Jan. 18	A. M. Skinner, Esq., Q.C.	10 days	Henry Darvill.
Northampton	Wednesday, Jan. 13	John H. Brewer, Esq.	10 days	C. Hughes.
Reading	Thursday, Jan. 7	J. O. Griffiths, Esq.	14 days	Joseph Whitley.
Rochester	Wednesday, Jan. 6	Francis Barrow, Esq.	8 days	Wm. W. Hayward.
Salisbury	Friday, Jan. 8	J. D. Chambers, Esq.	10 days	Francis Hodding.
Shrewsbury	Monday, Jan. 4	W. F. F. Boughey, Esq.	14 days	Richard Clarke.
Southampton	Thursday, Jan. 14	Thomas Gunner, Esq.	14 days	Edward Corwell.
Sudbury	Wednesday, Jan. 27	Thomas H. Naylor, Esq.	14 days	Robert Ransom.
Tenterden	Wednesday, Jan. 13	Francis Russell, Esq.	14 days	Stephen Weller.
Tiverton	Saturday, Jan. 2	Henry Clark, Esq.	10 days	B. C. Heath.
Warwick	Friday, Jan. 8	T. Campbell Foster, Esq.	14 days	Edward B. Potts.
Wenlock	Saturday, Jan. 2	Thomas S. Pritchard, Esq.	14 days	Thomas Heald.
Wigan	Wednesday, Jan. 27	Joseph Catterall, Esq.	14 days	Walter Bailey.
Winchester	Monday, Jan. 4	A. J. Stephens, Q.C., LL.D.	14 days	J. Wilkinson.
York	Monday, Jan. 4	E. P. Price, Esq., Q.C.	14 days	

NOTES OF NEW DECISIONS.

LICENSING ACT—NEW LICENCE—HOUSE CLOSED FOR THREE YEARS—APPEAL AGAINST REFUSAL—JURISDICTION OF QUARTER SESSIONS.—A new occupier of an inn licensed under 9 Geo. 4. c. 61, was refused a transfer of the licence, on the ground of a conviction for drunkenness. Three years afterwards, at the first licensing meeting after the owner was able to obtain possession of the premises, the present applicant applied for a renewal of the previous licence, and was refused, on the ground that the neighbourhood did not require it. Upon appeal, the quarter sessions, without hearing the merits, decided that this was an application for a new licence, and that they had no jurisdiction under 35 & 36 Vict. c. 94. Held, upon a rule for a *mandamus*, that the quarter sessions were right, and that the definition of renewal of a licence in sect. 74 of the Act of 1872 refers only to a licence existing during the previous year: (*Ex parte Tarbath*, 31 L. T. Rep. N. S. 513. Q. B.)

SHEFFIELD TOWN HALL.

Tuesday, Dec. 22, 1874.

(Before T. W. RODGERS and W. E. LAYCOCK, Esqs.)
WARD AND ANOTHER v. ADDIS.

Competency of magistrates to try master and servant cases.

E. Knowles Binns, who appeared for the defendant, asked that the case might be adjourned, in

order that it might come on for hearing before the stipendiary magistrate.

Mr. RODGERS.—Certainly not, sir. How can such an application be made to me?

Binns.—I am instructed by the defendant to make the application. Your worship seemed to reflect upon me for doing so.

Mr. RODGERS.—I did not say anything against you, Mr. Binns. You are too hasty with anything I may say. You have a right to make the application, but I most distinctly decline to allow it. When an application is made for a case to be sent to another tribunal when we have the same power as the stipendiary, I hope no magistrate in Sheffield will ever consent to it. If the magistrates out of delicacy choose to send it there, I think they are quite right, but certainly not upon the application of any party.

Binns.—Then I make it upon these grounds. This is a case under the Master and Servants' Act, and refers to the words "without just cause or lawful excuse." We say we have a just cause and a lawful excuse, which is clearly a point of law whether it is a just cause or a lawful excuse.

Mr. RODGERS.—We have always dealt with these cases. I have had many master and servant cases before me before the stipendiary was born.

Binns said his remarks did not apply personally to Mr. Rodgers; but there were ignorant people who placed greater confidence in the stipendiary.

Mr. RODGERS requested Mr. Binns to advise his client to withdraw his application.

Binns.—I press it.

Mr. RODGERS.—And I refuse it.

Binns.—My objection applies to your brother magistrate, sir, who is a master and an employer.

Mr. LAYCOCK, the other magistrate, was then about to retire, when Mr. Rodgers exclaimed, very excitedly, "I will not allow you to leave the bench, Mr. Laycock," and to Mr. Binns, "That is my decision."

Binns.—I press the application.

Mr. RODGERS.—Then I refuse it. You can make my application, but you must be decent.

Binns.—I am decent, your worship.

Mr. RODGERS.—You may take the answer I have already given.

Binns retorted that he had a right not to take the answer.

Mr. RODGERS reiterated his decision, and said he required Mr. Binns to sit down.

Binns.—Still I press it.

Mr. RODGERS.—I will not hear you, Mr. Binns, if you will continue to speak. Will you sit down?

Binns.—I have sat down, sir.

Mr. LAYCOCK was again making a motion to leave, when Mr. Rodgers strongly appealed to him, and induced him to resume his seat.

Binns then said he was instructed to press his application on other grounds. There were two witnesses in court, and he had been taken by surprise.

Mr. RODGERS said he would go on with the case. Mr. Laycock preferred to go, and if Mr. Blake could come he might be sent for.

J. Binney, who appeared for the complainants, observed that he believed Mr. Blake could attend, as the business of the West Riding Court was at an end. He (Binney) must protest against what had been said. It seemed an imputation upon the competency of the presiding magistrate.

Mr. RODGERS did not think so. He was quite sure it was no imputation against himself. At the same time it was a principle, and a uniform principle, that a man should not choose his own judge. The rule of the court was that the stipendiary took the prison list when Mr. Jackson, the chief constable, was there. The summonses all went into the Justices' Court, and master and servant cases went there in a *prima facie* way; but they were removed into the first court for general convenience.

Mr. LAYCOCK expressed his surprise at the objection raised to a manufacturer sitting on the bench.

Mr. RODGERS would like to know what decency there was in it. He sat as a magistrate in about 300 square miles; and what would they think of it in Dronfield, Hemsforth, and other towns to hear that Mr. Rodgers had declared himself incompetent to deal with such cases.

Binns said these matters had been spoken of in Parliament on the question of appointing magistrates.

Binney.—You know there's a deal of rubbish spoken in Parliament.

Binns.—The same as there is in police courts.

Mr. RODGERS said not long ago he had more than one hundred colliers before him at Dronfield, and decided against them; and when he came out of court they cheered him, and wished to shake hands with him, and said they had had a fair hearing. The defendant in Mr. Binns's case would not be prejudiced by having the question brought on in the absence of his witnesses; but the case would be heard by that bench and no other. If the magistrates found there was any necessity for it, they would adjourn the case till some future day on which they could both again sit there and finish it.

The merits of the case were then gone into. The defendant, James Bacon Addis, had entered into the prosecutors' service, by an agreement dated 19th Aug., 1874, for one year, the termination of the agreement being subject to one month's notice from either party. The complaint was that the defendant, though having to work for the complainants exclusively, had left his work for one week, and the question was whether he had done so without lawful excuse. The defendant urged two reasons for his conduct; but without entering into what the custom of the trade of Sheffield demanded, the magistrates decided that the agreement must be adhered to, and that the defendant must return to work on the following morning under his own recognisances of £50.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

DEBTOR'S SUMMONS—DEBT DISPUTED—BALANCE OF PROBABILITIES—SECURITY—BANKRUPTCY ACT 1869, s. 7.—Where a person served with a debtor's summons disputes the debt, the court will not require the alleged debtor to give security under the 7th section of the Bankruptcy Act 1869, if there seems to be as much probability that the defence will be successful as that the claimant will be able to establish his debt:

(*Ex parte Turner; re Turner*, 31 L. T. Rep. N. S. 532. Chan.)

PROOF—SHARE OF DECEASED PARTNER—VALUE OF SHARE ASCERTAINED AT DEATH—SUBSEQUENT BANKRUPTCY OF SURVIVING PARTNER—JOINT DEBTS STILL DUE.—The rule which excludes a partner from proving against the estate of his insolvent co-partner, until all the joint debts are paid, applies equally to cases where under the partnership articles the share of a deceased partner has been taken by the surviving partners at a valuation, and has thereby become a debt due from them to the executors of the deceased partner. In such a case the executors of the deceased partner cannot prove under the bankruptcy of the surviving partner for the value of the share of the deceased partner, so long as there are joint debt of the old firm in existence, in respect of which the estate of the deceased partner may have to contribute. Decision of the Chief Judge in Bankruptcy reversed. *Ex parte Carter; re Minchin* (2 Gl. & J. 233), followed. *Ex parte Westcott; re White* (30 L. T. Rep. N. S. 739; L. Rep. 9 Ch. 626), explained and distinguished. (*Ex parte Gordon; re Dixon*, 31 L. T. Rep. N. S. 528.)

LIQUIDATION—ACCOUNTANT—RECEIVER—REMUNERATION—TAXATION.—A debtor, prior to filing a petition for liquidation of his affairs by arrangement, employed an accountant to make up his books, and deposited a sum of money with him. Three days afterwards the petition was filed and the accountant was appointed receiver. The registrar ordered the receiver to pay over the balance of the sum deposited with him after deducting only the taxed amount of his charges as receiver in liquidation, and refused to allow him to make any deduction in respect of his services rendered to the debtor during the three days before the petition was filed: Held, on appeal, that the accountant was entitled to a reasonable remuneration for those services, and that the registrar ought to have ascertained what was a reasonable remuneration, with the assistance of the taxing master, though it would not be a formal taxation, as charges in respect of services rendered prior to the commencement of the liquidation did not come within the 5th of the Bankruptcy Rules, 1871: (*Ex parte Banks; re Prince*, 31 L. T. Rep. N. S. 530. Chan.)

COURT OF BANKRUPTCY (IRELAND).

(Before MILLER and HARRISON, JJ.)

July 6 and 11.

Ex parte THE PROVINCIAL BANK; Re EASDALE.

Act of bankruptcy—Setting aside adjudication—B. A. Act 1872, sect. 21.

A trader in Belfast was indebted to the Provincial Bank in a considerable sum of money on foot of bills of exchange drawn by the firm of Lowry, Valentine, and Kirk, and accepted by the trader. Lowry, Valentine, and Kirk, who had discounted the bills in the Provincial Bank, were also in embarrassed circumstances, and about to stop payment, and this to the knowledge of the bank. After some negotiations with the trader, the bank handed to John Lowry, head of the firm of Lowry, Valentine, and Kirk, three of trader's over-due acceptances for £1000 each, upon which the firm of Lowry, Valentine, and Kirk issued a debtor's summons. Subsequently Lowry's solicitor, in presence of an officer of the bank, offered to withdraw the debtor's summons if the trader executed a trust deed vesting all his estate in trustees for the benefit of all his creditors, which he accordingly did without delay. The bank refused to execute the trust deed, and, relying upon it as an act of bankruptcy, filed a petition against the trader, and obtained an adjudication against him.

Held, that the bank, having stood by while the trader was forced or induced to execute the deed, must be taken as having acquiesced in its execution and assented thereto, and could not take advantage of it as an act of bankruptcy.

THIS case came before the court upon cause shown by the alleged bankrupt, pursuant to sect. 129 of the Act of 1857, against an adjudication in bankruptcy, dated the 26th June 1874. The facts of the case appear fully in the judgment of the court.

Macdonagh, Q.C. (Monroe with him), for the trader, cited *Ex parte Stray* (L. Rep. 2 Ch. 374); *Ex parte Bunn* (3 Deacon 119); *Ex parte Lowe* (1 Gl. & Jam. 78); *Ex parte Johnstone* (4 De G. & S. 204); *Ex parte Alsop* (1 De G. F. & J. 289).

Esham, Q.C. (Perry with him), for the petitioning creditor.

HARRISON, J.—This case came before the court on a motion by the alleged bankrupt to show cause against an adjudication in bankruptcy pronounced against him on the 26th June last on the petition of Thos. Hewat, public officer of the Provincial Bank of Ireland. The petitioning creditor's debt consisted of three overdue acceptances, each for £1000, discounted by the Provincial Bank of Ireland, which were protested at maturity. The

alleged act of bankruptcy relied on was the execution of a trust deed by the alleged bankrupt on the 30th June last, whereby he assigned all his estate and effects to trustees for realisation and distribution amongst such of his creditors as should execute said deed. It is admitted that this was an act of bankruptcy which could be relied upon to ground an adjudication by any person not party or privy to such deed, or who was not precluded from relying on same as a fraudulent deed within the meaning of the bankruptcy law; but the alleged bankrupt contends that the provincial banking company are so precluded. The motion was argued before my colleague, Judge Miller, and myself on the 6th instant. My colleague had hoped to be able to join with me in pronouncing judgment, but, owing to the unavoidable delay in obtaining a copy of the shorthand writer's notes of the evidence taken on the hearing of the case, he was unable to do so before leaving on his vacation. I have his authority, however, for stating that he concurs in the judgment I am about to pronounce. I, of course, am alone responsible for the reasons assigned for that judgment. It appears that, on the 14th of May, the Provincial Bank had a number of acceptances of the firm of Lowry, Valentine, and Kirk, whose affairs were then in a tottering state, and some of whose acceptances were dishonoured on the 17th May. The bank also, on the 14th May, held two overdue acceptances, each for £1000, of the alleged bankrupt of the drafts of the said firm of Lowry, Valentine, and Kirk, and a third acceptance likewise, which matured shortly afterwards, viz., on the 18th of May, and was likewise dishonoured. On the 14th May, Mr. Davis, the manager of the Belfast branch of the Provincial Bank, addressed a letter to the alleged bankrupt, asking Easdale to come to the bank to see him concerning his bills, then overdue, which Mr. Easdale did. On the 19th May, Mr. John Lowry, of the firm of Lowry, Valentine, and Kirk came to the Provincial Bank (Belfast), accompanied by his solicitor, Mr. Carson, and there had an interview with Mr. William Morrison, who describes himself as one of the assistant inspectors of that bank, acting for the province of Ulster, and who at that time acted for Mr. Davis, as the representative of the bank in Belfast. Mr. Davis, on the 16th May, having gone to England on business, which detained him until his return on the 20th. On that occasion Mr. Morrison handed to Mr. Carson, as solicitor for Mr. Lowry, the three acceptances of the alleged bankrupt above referred to. Mr. Carson, who has made an affidavit which was used on the present motion, states in the third paragraph of that affidavit his recollection of what took place when he obtained said acceptances. That paragraph is as follows:—"I say that I went with said John Lowry to the said Provincial Bank, and at Mr. Lowry's request Mr. Morrison gave me the said bills of exchange to enable me to produce the same to this honourable court when applying for a debtor's summons, on my undertaking to return the same to the said bank; and, to the best of my recollection, I intimated on that occasion to Mr. Morrison that I was about to proceed, at the suit of Lowry, Valentine, and Kirk, to make the said William Easdale a bankrupt on foot of said bills." Mr. Morrison, in the affidavit filed by him jointly with Mr. Davis in support of the adjudication, does not refer to the giving of these bills to Mr. Carson. [His Lordship referred to the *viva voce* examination and cross examination, and contained.] Now, whether or not Mr. Morrison knew the exact nature of the proceedings intended to be instituted by Lowry, Valentine and Kirk against the alleged bankrupt, when he gave these acceptances to Mr. Carson, or that it was proposed to take steps grounded on them to make Mr. Easdale a bankrupt, it is admitted that without having received any payment on foot of these bills, which then and still are the property of the bank, he handed them to Mr. Lowry's solicitor for the purpose of instituting proceedings which would compel Easdale to submit to his creditors a statement of his affairs; and it being understood, as he says, that these proceedings should be such as would, in addition, prevent Easdale disposing of his goods, which Mr. Lowry informed Mr. Morrison he was then doing. Mr. Morrison states his belief to have been that a summons and plaint was what was contemplated, and he so appears to have informed Mr. Hewat, the principal officer of the bank in Dublin, on the 26th May. The receipt given by Mr. Carson for the bill is not produced, but Mr. Morrison states, according to his recollection, it was a simple acknowledgment of "having received from the Provincial Bank a certain amount of bills, to be handed back when the bills were required." The steps which were taken by Messrs. Lowry, Valentine, and Kirk, through Mr. Carson, when possession of these acceptances had been so obtained, are detailed by Mr. Carson in his affidavit. On the 19th May particulars of demand, on behalf of Messrs. Lowry, Valentine, and Kirk, and notice re-

quiring payment of £3000 were prepared by Mr. Carson, and served on Mr. Easdale, and on the said 19th May Mr. Carson also prepared an affidavit for Mr. Lowry, to ground the application to this court for a debtor's summons against the said Easdale, and this affidavit and the bills having been produced to the registrar, the debtor's summons, at the suit of Lowry, Valentine, and Kirk, was issued against William Easdale, from this court, on the 22nd May, and was served on him upon Monday, the 25th May. Now, the debtor's summons could only be obtained, according to the general rules and practice of this court, on the filing of an affidavit of the alleged debt being due to the person or persons making the affidavit, and on production of the bills referred to in the summons; and I must here express my grave censure upon all the parties who took part in this portion of the transaction, as well as upon the solicitor who prepared and allowed his client to make the affidavit in question, as upon the client who swore that affidavit when prepared. Had the real facts of the transaction been known to the registrar a debtor's summons, founded on these bills, as due to Lowry, Valentine, and Kirk, would not have been issued, and had proceedings been taken, as threatened by Mr. Armstrong, Mr. Easdale's solicitor, to have the debtor's summons dismissed, it would have been undoubtedly dismissed by the court, on the facts admitted by all parties being proved. I acquit Mr. Morrison of any moral blame in the transaction. He has stated on his oath that he knew nothing of the procedure applicable to process of this nature, and that he was not aware of Mr. John Lowry having made the affidavit I have referred to, but it is clear that he placed Mr. Lowry in a position which enabled him to take the course he did, by handing over the bills then and now the property of the bank, on which not a farthing had been paid by Lowry's firm, and this step led eventually to the execution of the trust deed, which the bank now contend was a fraudulent act, which they are not debarred from relying on as an act of bankruptcy. The debtor's summons having been served on Monday, the 25th May. Mr. Easdale appears to have gone to the office of the Provincial Bank in Belfast upon the subject, and on Thursday, the 28th May, Mr. Armstrong, his solicitor, received, through Mr. Easdale, a message from Mr. Davis, the manager, to call upon him in reference to his affairs and the affairs of Lowry, Valentine, and Kirk. Mr. Armstrong made an affidavit to ground the motion to show cause, detailing what occurred at the interview which ensued at the bank between Mr. Davis, Mr. Morrison, and himself. Mr. Armstrong has, further, given a detailed and particular account of what he alleges afterwards took place until the trust deed was eventually executed. Mr. Armstrong was in court when the motion was argued, and was not cross-examined. In some points he has been contradicted by Mr. Morrison, and their evidence does not concur. There is, however, a substantial agreement on several of the main points of the case, and where they differ I am disposed to attach much more weight to Mr. Armstrong's evidence than to Mr. Morrison's. The statements in his affidavit are clear and precise, and he deposes positively to what he alleges occurred; he is not contradicted by Mr. Davis or Mr. Morrison in their joint affidavit, in reply, in reference to several of the matters he so deposed to; and the vague contradiction by Mr. Morrison, contained in the 7th paragraph of that affidavit, where he admits having had several interviews with Mr. Armstrong, but "denies that they were of the purport or effect stated by him," is not the statement which would be made by a man who could distinctly controvert the allegations he disputes, nor did Mr. Morrison's *vivd voce* evidence on the hearing the motion shake my belief in Mr. Armstrong's accuracy. [Having read the affidavit of Mr. Armstrong and Mr. Morrison, his Lordship continued.] It will be seen that Mr. Morrison was under the impression apparently when he made this affidavit that several interviews had taken place between Mr. Carson, Mr. Armstrong, and himself, on different days, after the interview in the bank, before a trust deed was mentioned, and that the suggestion as to the trust deed came from Mr. Armstrong; whereas Mr. Armstrong states distinctly that the trust deed was spoken of, and that he agreed to advise his client to execute it on the occasion of the only interview in Mr. Carson's office to which he refers, and which took place on the 19th of May, where, he alleges, he was invited to go by Mr. Morrison; and he further states that the proposal to execute the deed came from Mr. Carson, and that Mr. Morrison requested him (Armstrong) to act on Mr. Carson's advice, to which he replied that he would. This allegation is denied by Mr. Morrison in his affidavit, but Mr. Morrison's recollection of what took place at this interview does not appear to me to be nearly so distinct as Mr. Armstrong's, and his impression that the interview itself at which the trust deed was mentioned took place on a day subsequent to

Thursday, the 28th day of May, is manifestly incorrect. I consider it impossible that this could be so, as Mr. Hewat, the Scotch trustee, had to be written to after the deed was agreed to, and he arrived, and the deed was executed on the Saturday following, two days only after the 28th May. Mr. Carson does not, by his affidavit, give any material assistance in deciding which of the two parties, Armstrong or Morrison, is correct on the points in which they differ as to what took place when all met in his office. He does not contradict Mr. Armstrong, and submits that his statements may be accurate, the only point which seems to have made any impression on his mind being the alteration which then took place between him and Mr. Armstrong as to the validity of the debtor's summons, his recollection of said interview, save as to said alteration, being, as he says, "a perfect blank." The important matter, however, is admitted by Mr. Morrison—viz., that after the alteration between Armstrong and Carson respecting the validity of the proceedings upon the debtor's summons, it was eventually agreed between Carson and Armstrong that those proceedings should be withdrawn if Mr. Easdale would execute a trust deed. Now Mr. Armstrong, as I have said, swears that Morrison advised him to act on Carson's advice, and get the deed executed. I am of opinion that he is stating accurately what occurred, and that Morrison did give this advice; but even if he did not, if his conduct throughout this transaction was such as to induce any reasonable man to believe he was a party assenting to the course suggested, and willing to have the deed executed, and that a stop should be thereupon put to the legal proceedings then pending, which he himself had been instrumental in initiating, and which were taken as much for the benefit of the bank as of Messrs. Lowry, Valentine, and Kirk, I am of opinion that neither Morrison nor his principals, the Provincial Banking Company, who have had the benefit of those proceedings and of the trust deed which led to their discontinuance, can be allowed to impeach that deed as fraudulent, and in itself an act of bankruptcy. My opinion upon the evidence is that he was an assenting party, and I would be of that opinion even if I came to the conclusion that he did not advise Mr. Armstrong to act on Mr. Carson's advice, or that the suggestion as to the execution of a trust deed came, in the first instance, from Mr. Armstrong. The law applicable to such a case as this is now clearly settled, and the only difficulty is to bring any particular case within the principle of the authorities, the latest and leading one of which is that of *Ex parte Stray* (L. Rep. 2 Ch. 374). "It is well settled," said Cairns, L. J., at page 378, "by a series of authorities of which the case of *Ex parte Alsop* may be mentioned as the last, that a creditor who is a party or privy to a deed of the description mentioned in the statute, or who has acted in any way which would be an equivalent to an assent, recognition, or approval of the deed, cannot allege that the execution of the deed is an act of bankruptcy. I apprehend that the principles upon which those cases (the authority of which cannot now be questioned) have gone is this, that inasmuch as under the statute the petitioning creditor is obliged to allege that the act in operation is a fraudulent act, any person who has been a participator or sharer in the fraud cannot be heard to claim any benefit or advantage from the act." It can scarcely be expected that the particular facts of any two cases will coincide; there are, however, some strong points of similarity between the case of *Ex parte Stray* and the present case. There it was of importance that the debtor's property should be protected from executions, one of which had actually been laid on. In the present case it was the common object of Mr. Morrison, acting for the Provincial Bank, and of Messrs. Lowry, Valentine, and Kirk, that the control of Easdale's property should be taken from him, and the same should be protected so as to be forthcoming to meet the overdue acceptances. There Goody, the creditor, who afterwards sought to make this deed an act of bankruptcy, was stated to have expressed his assent to the course eventually agreed to by the debtor, of executing the deed, which allegation was distinctly denied by Goody, but Goody did not contradict an allegation that he saw the deed being filled up, and took part in the discussion as to the address of the proposed trustee. Cairns, L. J., in commenting on the facts, states his opinion, upon the evidence, to be that he entertained no doubt that Mr. Goody was at the place approving and encouraging the bankrupt to execute the assignment—that he could not look on Goody otherwise than as a person who assented to the execution of the deed, and was taking advantage of it for the purpose of shielding the estate for a certain length of time, and was willing, if certain other arrangements such as were contemplated could have been made, to take still further advantage from the deed. Turner, L. J., in his judgment, says: "The sole question here, as I understand it, is whether Mr. Goody was so

far party or privy to the execution of this deed, as to debar him from setting it up as an act of bankruptcy. In my opinion, he so acted in what passed after the meeting of the 23rd Nov. as to debar himself from the right to do so. He stood by, and saw the deed being filled in for the purpose of being executed; and it cannot, I think, be said that because he went out of the room before it was actually executed, he was not a party or privy to it. Had he not intended that it should be executed, he would have protested against it. I can find nothing in what is said to have taken place after the meeting of the 23rd Nov. which displaces to my mind the effect of this conduct on the part of Mr. Goody. Everything which subsequently took place is reconcilable with the notion that he was not to be bound by the terms of the deed as a deed, binding and operating upon him so as to oblige him to come in under it; but, everything which took place is equally consistent with the notion that he was bound by the deed to the extent of being prevented from using it as an act of bankruptcy. He has, besides that, taken advantage of the deed from the time of its execution down to the 7th Dec., and for three days after that period, as a protection against executions which might be lodged against the bankrupt's estate. I cannot think that, under these circumstances, he can be permitted to turn round and say, "I will use that deed as an act of bankruptcy, which on the 23rd November I could not have so used." It has, however, been contended that, although Mr. Morrison might be precluded from impeaching this deed if he were himself a creditor of Mr. Easdale, his acts did not bind the bank, and that they are at liberty to rely on the deed as fraudulent and an act of bankruptcy. Now, I consider that Mr. Morrison's acts in this transaction bound the bank quite as fully as if he had been the manager of the Belfast branch of that establishment. He may have had even greater authority than Mr. Davis, who filled the position of manager and representative of the bank in Belfast, but upon the facts established he cannot be deemed to have had less. He was acting for Mr. Davis when he delivered over the bills to Lowry and Carson on the 19th May, and informed him on his return of what he had done. He was present with Davis when Armstrong called at the bank, on the 28th May. He was introduced by Davis to Armstrong, when the conversation took place as to Easdale's affairs, and particularly as to the issuing of the debtor's summons, and the statement in Armstrong's affidavit is not denied, that he (Morrison), in Mr. Davis's presence, made the appointment to call at Armstrong's office on that day, in reference to that debtor's summons, and that he did so call. Throughout the case he seems to have acted with the concurrence of Mr. Davis, as the chief agent and representative of the bank in Belfast; and, acting in that capacity, I am of opinion his acts in reference to the business and affairs of the bank would bind his principals, although he might exceed the scope of his authority, there being no notice brought home to the parties who dealt with him of any limitation of such authority; and "the manager of the bank," says Pollock, C.B., in giving judgment in the case of *Hamilton v. Bell* (8 Ex. 10), "is a person appointed to conduct the entire business, irrespective of the partners." In that case a local manager had induced a customer to hand him some money of hers then in the bank, on the pretence the bank had an equitable mortgage on some property, and that the money would be applied in paying off the mortgage and in the purchase of the property for the customer. The manager applied the money to his own purposes, and the court held the bank liable to refund it to the customer, the jury having found that the manager intended to make the customer believe, and that the customer did believe, that the manager was acting as agent for the bank in the transaction. It was argued, that such a transaction was altogether outside the scope of his duties, and that the banking company was not responsible for his unauthorised and fraudulent act, but the Court of Exchequer held them liable. In Grant's Law of Bankers this case is referred to, and the following observations occur, which, I think, correctly lay down the law as to the scope of the manager's authority to bind the bank in matters connected with the affairs where there is no notice of any limitation of that authority: "The situation of manager is one of high trust, but the trust becomes still greater and the responsibility much enhanced in the case of a local manager of a branch establishment of the bank. For many purposes he is looked upon by the law, and is treated as if he were the whole body, whom he has power to bind, even by his tortious acts, although he may not be a partner. For instance, if the local manager of a branch gets into his hands the money of a customer of the bank, by inducing the customer to consider that he is acting in the transaction as agent of the bank, and is invested with authority to employ for which the customer conf

to him, and then appropriates the money to his own purposes, the customer's loss will fall upon the co-partnership. To hold the bank not to be liable in such a case would be, it has been said, to hand over the public to the mercy of the clerks employed by these banks. The principle seems to be that the manager is a servant whom the bank, for the purposes of their trade, virtually accredits, and hold out to the world, as invested by them with general authority to act for them in the affairs of the branch bank, and the public has no power or means to discriminate what is and what is not in any particular case within the legitimate scope of the agent's powers, or in accordance with the directions of the principals." Now, the assenting to a trust deed under the circumstances of the present case was, in my opinion, an act so connected with the business of the bank, and with the recovery of the money due to the bank on Easdale's dishonoured acceptances, as to be binding upon the banking company when given by their agent, as I am of opinion it was given, even although as between such agent and his principals he had no authority to give it. It is not, however, I conceive, necessary to rely upon the binding effect of such an assent in the present instance, as I consider that the Provincial Bank are, upon the established facts, precluded from relying on any objection arising out of the alleged want of authority of their representative, Mr. Morrison, there being sufficient evidence of acquiescence, on the part of the principals of the bank, in his acts, and adoption of benefits therefrom to estop them from impeaching the execution of this deed as a fraudulent act. Mr. Morrison appears to have been engaged for a considerable time in Belfast, before the 19th May, investigating the circumstances in reference to the difficulties of Lowry, Valentine, and Kirk, and of the firms with which they were connected; and he alleged, in answer to Mr. Exham, "that he nightly kept Mr. Hewat, the public officer, informed of all he knew." On the 19th May he handed over Mr. Easdale's unpaid acceptances to Mr. Lowry and his solicitor for the object already stated, and he produced his letters to Mr. Hewat of the 26th May, in which, although he does not fully state the step he had taken, he apprised him of the institution of legal proceedings against Easdale and Co. upon three bills for £1000 each, "lying here past due, with a view of putting such pressure upon them as would induce them to show a state of their affairs, and place their stock of manufactured goods out of their immediate control, and render them available for the acceptance to Lowry, Valentine, and Kirk." He had previously written to Mr. Hewat, on the 23rd May, in reference to Easdale's affairs, and Mr. Hewat replied to this letter on the 30th May, and in this letter showed himself fully alive to the embarrassing position in which Mr. Morrison might have placed the bank, had he sanctioned proceedings in the name of the public officer of the bank at the request of Lowry, Valentine, and Kirk, without receiving payment of the bills, but there is no repudiation contained in this letter of any authority on Morrison's part to take this step, if he had so taken it. Again, on the 1st June Mr. Morrison writes to Mr. Hewat a letter, in which he says, in effect, that the object for which the bills were given out of the custody of the bank has been effected. "He signed a trust deed on Saturday afternoon, and the summons was therefore withdrawn." If the head officials of the bank considered that Mr. Morrison had been acting in an unauthorised manner, should they not, on receipt of this letter, have repudiated his acts? No reply to this letter, however is forwarded, and a fortnight is allowed to elapse before a petition in bankruptcy is presented. During that interval, as stated by Mr. Armstrong in his affidavit, the trustees were in full possession of the debtor's place of business. They had gone into possession the day the deed was signed, employed the hands in the factory, and continued the business; the property of Easdale, which it was of such importance to the Provincial Bank to protect, was placed out of his control and protected, and thus a material advantage accrued, and was taken by the bank, of the deed they now impeach. The deed was gazetted and published in the local newspapers, and it is stated in Mr. Armstrong's affidavit that the majority of the creditors in Belfast, Glasgow, and London, Manchester, and other places, have either signed the deed, or empowered others to sign for them. After such an interval of time, and under the circumstances I have stated, I think that the bank are now estopped from contending that the execution of that deed was a fraudulent act. In conclusion, I may observe that I think there is strong ground for believing that it is not the execution of the deed which was ever objected to in fact by any of the officials of the bank, but the alleged conduct of the debtor and his trustees subsequent to the execution of the deed. Misconduct on the part of the trustees or of the debtor, subsequent to the execution of the deed, should such exist, of which no legal

proof has been adduced, is however, no ground for impeaching the deed itself as fraudulent, or of enabling the parties who consider themselves aggrieved to treat its execution as an act of bankruptcy, if they are otherwise estopped from doing so. Upon the entire case my opinion is that the cause shown should be allowed, with costs.

Solicitors for the petitioning creditor, *S. Black and J. Browning.*

Solicitors for the trader, *W. E. Armstrong and Cronhelm and Tobias.*

BIRMINGHAM COUNTY COURT.

Monday, Nov. 23.

(Before Mr. H. W. COLE, Q.C., Judge.)

Re PORTEOUS.

Bankruptcy—Receiver's charges.

Joseph Rowlands moved, on behalf of Mr. Peter Kerr Chesney, the trustee under this estate, for the discharge of an order of the court obtained by Mr. Robert Free, the receiver, the order being upon the trustee to pay the receiver his bill of charges. The debtor is in business at 209, King Edward's-road, Birmingham, as a draper. Mr. Rowlands stated that under the debtor's petition Mr. Robert Free had been appointed receiver, and at the first meeting of the creditors, Mr. Chesney, of Bradford, was appointed trustee. Mr. Free carried in his costs to the taxing officer, had them taxed, and afterwards obtained an order upon the trustee for their payment. The trustee had disposed of the debtor's estate in the ordinary way; but the trustee had no estate in his hands, inasmuch as none of the bills had become due—the bills being long dated, and having been given for the Scotch book debts, which had been sold by auction. Mr. Parry had suggested that the order should be amended, to the effect that the trustee should pay when he had sufficient funds in his hands for the purpose.

HIS HONOUR.—Is it not so expressed?

Rowlands.—No; it is unconditional.

Parry believed it was always usual to send in the bill, which was filed, and upon which was the written allocatur of the registrar. His Honour would find on the proceedings before him that on the bill it was shown how much Mr. Free was to receive.

Rowlands.—In addition to that there is a sub-sequent order.

HIS HONOUR read the order.

Parry stated that the affidavit filed in support of the motion said the trustee would be in possession until January. He was willing that a new order should be made.

Rowlands was only acting for Messrs. Terry and Robinson, solicitors for the trustee, and he was instructed that an objection to the order was the fact of the receiver's charges coming before those of the solicitor. That question could only arise in the event of the estate not being enough to pay both bills. Perhaps his Honour would leave the matter open.

HIS HONOUR.—This order was drawn up on the assumption that the trustee appeared and admitted the claim.

Rowlands.—The trustee had no notice of motion.

Parry.—I am told it is not very often done in small matters. If the bill were to be retaxed, there could not be a penny taken off.

HIS HONOUR then intimated that he should discharge the existing order, and make a new one, that the sums in question be paid out of the estate of the debtor.

Parry was willing to accept such course, and the hearing of the matter closed.

Monday, Dec 14, 1874.

(Before H. W. COLE, Q.C., Judge.)

BEAZLEY v. POTTER.

Promissory note—Non-payment—Jurisdiction of County Court.

HIS HONOUR delivered judgment in this case, which was heard a week ago, *Dale* appeared for the plaintiff, *Duke* for the defendant.

HIS HONOUR said that the plaintiff sued to recover £18 16s. 6d., upon two promissory notes, made and signed by the defendant at Haverfordwest. One note was said to have been lost. The alleged loss had not been proved, and plaintiff had confined his demand to the amount due to him on the other note, which was one for £9 5s. 9d. This note was as follows: "Haverfordwest, 26th May 1873. Twelve months after date we jointly and severally promise to pay to Messrs. C. J. Beazley and Co., or order, £9 5s. 9d., value received. Elizabeth Potter, Henry Davies. Witness, W. J. Jones, Haverfordwest." This note was given by Mrs. Potter and her surety Davies, for an instalment in respect of the plaintiff's debt of £70; Mrs. Potter having made a composition under the Bankruptcy Act. The note was signed at Haverfordwest, and was sent

by Mrs. Potter's solicitor from that place, to Mr. Parsons, of Bristol, who was the trustee for the plaintiff and the other creditors under the composition. The plaintiff resided in Birmingham, and he afterwards received the note from Parsons by the post, and endorsed and negotiated it before it fell due. The bill appeared to have been endorsed by the plaintiff to Mr. Pollock, and to have come into the possession of the Birmingham Branch of the National Provincial Bank of England, and to have been endorsed by such bank to their branch at Haverfordwest, apparently for the purpose of such branch receiving payment of it when it fell due. The plaintiff ultimately got it back, but there was no doubt that he was entitled to recover on it if he sued in a court having jurisdiction; but the question was whether this court had jurisdiction to entertain his action. If it had not, then any judgment by it in the plaintiff's favour might be restrained by a prohibition. Formerly, under the 9 & 10 Vict. c. 95, it was necessary for the whole cause of action to arise within the jurisdiction of the County Court in which the action was brought, but now, under the Act of 1867, it was sufficient, upon leave being given (which had been done in this case), to show that the cause of action arose in part within the jurisdiction of this court. The term "cause of action" meant all those things necessary to give a right of action, whether they were to be done by the plaintiff or a third person. In the case of *Hernaman v. Smith* (10 Ex. 659) the cause of action was made up of the contract and the breach of it. The present contract was made at Haverfordwest, and although the note was not in his (the judge's) opinion made payable there only, but was payable generally, there had been a failure of evidence to show that there had been a breach within this jurisdiction, for it had not been proved that the plaintiff, who resided in Birmingham, was the holder of the note in Birmingham when the breach was made by the note having been dishonoured. Under these circumstances he should nonsuit the plaintiff.

DERBY COUNTY COURT.

Saturday, Dec. 12, 1874.

(Before W. F. WOODFORD, Esq., Judge.)

Re DISNEY.

Servants—Working contractors—Right to prior payment.

Briggs made an application on behalf of Robert and Anthony Hunt for payment of £23 18s., due to them for wages as workmen of the debtor, at the time of the filing of the petition for liquidation by arrangement. He (*Briggs*) in a lengthy argument, called the attention of the Court to various Acts of Parliament defining what are workmen and what wages, and quoted from the special and general rules of the works to prove that the applicants, though taking contracts in a colliery, came under the designation of workmen.

Leech opposed on behalf of the trustee of the estate, Mr. H. W. Harrison contending that Anthony Hunt had no claim, as he had not for some time before the bankruptcy been employed in the works. He also contended that if he had a claim, both Robert Hunt and Anthony Hunt were contractors and not workmen.

It was ultimately agreed to withdraw the claim of Anthony Hunt.

HIS HONOUR, in giving his judgment, said this was an application under the 32nd section of the Bankruptcy Act 1869, which provides that certain debts shall be paid in priority to all other debts, and by the latter part of sub-section 2 there was provision made that the wages of any labourer or workman in the employment of a bankrupt at the date of the order of adjudication (provided that they do not exceed two months' wages), are to be included in these priority debts. The applicant said he came within the meaning of that sub-section, and he had filed an affidavit in which, amongst other things, he stated that he was bound to give his personal labour in the mine, that he was subject to all the rules of the mine the same as any other person employed there—that he was bound to stay there a certain number of hours per day, to be the first to come and the last to leave—and he made various other statements to show that he came within the words "labourer" and "workman." He also went on to add that he was the only person who received wages, that they were paid to him fortnightly at a particular place, and that he received the money as wages for himself and those he employed. This statement, however, was materially varied by the statement made by the proprietor, Mr. Disney, and there had been rather a complication of facts laid before him. But he thought he might take it for granted that all he had to deal with was that it was a claim by Robert Hunt, though it might not be unfair to call attention to the claim first made by Robert and Anthony Hunt, it being alleged that they were jointly entitled to wages in respect of their employment by the debtor. It would seem that Anthony Hunt, after he had been

engaged in this mine for some time, was discharged by the proprietor separately from Robert Hunt, that for several months Anthony Hunt had not worked in the mine, and had not been called upon to do so; therefore, it was clear there was no compulsory power on the part of the manager to make Anthony Hunt work and give his personal labour in the mine. That had a material bearing on the whole case, because if the engagement was a joint one with the two brothers, as one was not compelled to labour in the mine, how could it be said that the other was compelled to work in it unless some special arrangement was made. No such arrangement had been laid before him (the judge), or proved in evidence, consequently he gathered from the facts that neither Robert Hunt nor Anthony Hunt could be compelled to give their personal labour in the mine. But then it was said that supposing that to be the case with reference to their particular engagement, there were certain regulations binding upon them under the Mines Regulation Act, and by the Truck Act they were described as workmen. But then he should be prepared to hold that the Truck Act merely applied to the mode of paying the men, and that the Mines Regulation Act was passed and the rules were made to protect the men and all persons who were engaged in working in mines, and really they had no special application to the construction of those words in the Bankruptcy Act. This Act had no application to the Truck Act, or the Mines Regulation Act, and must be construed by itself. No doubt the cases which had been mentioned by Mr. Briggs indicated what the Legislature meant by artificers and workmen, and it had been held in two of the cases which he cited, that although the men were paid by the ton and the yard, and employed workmen under them, they were within the meaning of the Act artificers, but then those decisions must be looked at with reference to the facts of the case, from which it appeared that they were subject to the Truck Act, and the decision referred only to that particular Act of Parliament. Here the men also were to be paid at so much a ton, and it was argued that the remuneration they received was wages, not profit, not part of a contract, but merely wages as workmen. But to ascertain whether that contention was correct, he would refer to the observations made by Pattison, J., in a case cited by Mr. Briggs, *Weaver v. Floyd*, 21 L. J. Q. B. 151. If the agreement was that the plaintiff should work personally, though he might employ other men under him, he thought he was an artificer under the Truck Act, but if the plaintiff undertook a portion of the work without being bound to go to work himself, he should say the case came within the principle of *Riley v. Warden*, 2 Ex. 59. Therefore that had reduced the question to this: Was Robert Hunt bound personally to work, or had he undertaken to work a portion of the mine or to get coal by the hands of others, without being bound to work it himself. He concluded from the facts that he was not bound to work it himself, that if he had employed another person to do this work he could equally have carried out his engagement with the proprietor; that his brother and he made a joint engagement; that his brother was not compelled to work, and consequently the plaintiff was not obliged to work. As long as a certain portion was got out of the mine, that answered all the requirements of his engagement. But then as he was not bound personally to work, it amounted to a contract, in fact he had the exclusive working of this mine, and it was impossible to look upon him as a mere workman. The men provided for by the Act were those employed as ordinary workmen, and it could never have been contemplated to have included a person in the position of the plaintiff, who could have employed fifty or 100 labourers if he had chosen; there was no limit by his engagement, and therefore he (the judge) looked upon it that he was a contractor, and could not claim for wages under that sub-section of the Bankruptcy Act 1869. He therefore refused the claim as one of preference.

Re Cross.

Winding-up bankruptcy estates.

At the last sitting of the Bankruptcy Court, the judge ordered Mr. W. Holbrook, the sheriff's bailiff, to file, within seven days, a detailed statement of his account of receipts and disbursements as receiver in this case, in which the whole of the assets were purchased on condition of paying the creditors 8s. in the pound. It appeared that a sum of about £130 had been deducted by Mr. Holbrook, as his charges.

Briggs, on behalf of Mr. Dainton, the trustee, to-day said that as the receiver had filed a certain account, and the trustee had likewise filed his account together with a report on the state of the bankruptcy, it was deemed desirable that a meeting of the bankrupt's creditors should be held to consider the accounts and the report

before application was made to audit, and he therefore asked his Honour to direct the Registrar to call a meeting of the creditors to that end.

His HONOUR said he should decline to make any order whatever, until he was satisfied that the requirements of the comptroller had been fully met. If he were to allow the meeting to be held it was possible that the creditors might be induced in some way to sanction the account as presented without sifting the deduction made by the receiver, and to that he should not consent.

The Registrar intimated that if the meeting was not summoned affairs would be brought to a dead lock, but

His HONOUR said he could not help that, he should not order the meeting nor do anything which might stand in the way of the comptroller's questions being fully answered.

The hearing of the trustee's explanation was then adjourned till the next court.

DEWSBURY COUNTY COURT.

Thursday, Dec. 17, 1874.

(Before Mr. Serjt. H. TINDAL ATKINSON, Judge.)
Re JOSEPH BROOKE; *Es parte* LEWIS STEAD AND RAWDON STEAD.

Composition proceedings—Rejection of proof by trustee.

E. T. Atkinson, barrister (instructed by George Curry, Cleckheaton), appeared for the creditors. Joseph Watts for the trustee.

Before entering into the facts of the case, Atkinson said he had a formal objection to take—that the trustee had no *locus standi*. He said that although a trustee had power to come before the court and give notice to any creditor to reject or reduce any claim according to the 313th rule; yet that rule referred exclusively to liquidation, and not to a composition, which there had been in the present case. In the case of a composition it was a matter of private arrangement between the debtor and creditor. In support of this view he referred to the case of *Re Duffield, Es parte* Peacock.

Watts said the other side had come there to make a motion, and now they had come to oppose their own motion.

Atkinson said the trustee had taken the initiative by giving the creditors notice of rejection of their claim, and handed in such notice.

His HONOUR agreed with the learned counsel that the trustee had no *locus standi*, and dismissed the notice of rejection with costs against the trustee.

LIVERPOOL COUNTY COURT.

Friday, Dec. 18, 1874.

(Before J. F. COLLIER, Esq., Judge.)

Re SALINOS.

Bankruptcy Act 1869, sect. 103.—Right of a petitioning creditor against a firm, being a joint creditor, to rank with separate creditors of individual partner.

Held that the privilege to do so conferred by the 62nd section of Geo. 4, c. 16, no longer exists, the provision in that Act having been omitted from all subsequent Acts.

THIS was an appeal from the ruling of a trustee rejecting a proof of debt. A petition for adjudication had been filed against A. Salinos and his two brothers, but dismissed as to the latter, A. Salinos alone being declared bankrupt. The petitioning creditor, whose claim of £6000 was against the partnership, tendered a proof against the separate estate of the bankrupt which the trustee (Mr. Blease) rejected. The question hinged upon the point whether a provision in former Bankruptcy Acts, to the effect that where a joint creditor was petitioning creditor he could elect which estate he would rank upon, was repealed, the present Act containing no such provision.

Walton (instructed by Lockett) appeared for Mr. Blease, the trustee; and

Kennedy (instructed by Dixon) for the creditor.

His HONOUR in giving judgment said: In this case I do not think the joint creditor can prove upon the estate for the purpose of receiving a dividend. In my opinion the old rule (which was described by Lord Eldon in the case of *Es parte Akerman* (14 Ves. jun. 604), as very "dissatisfactory"), that if a joint creditor of a firm obtains a separate adjudication against one partner he will be allowed to prove for dividend among the separate creditors, has not been in existence since the Bankruptcy Act 1849 came into force. The omission in sect. 140 of that Act of the last few words of the 62nd section of 6 Geo. 4, c. 16, shows, I think, that the Legislature intended to abolish any privilege which such petitioning creditor previously had, and to leave him in the same position as the other joint creditors. Sect. 103 of the Act of 1869 is substantially the same as sect. 140 of the Act of 1849.

COUNTY COURTS.

MERTHYR COUNTY COURT

(Before T. FALCONER, Esq., Judge.)

JONES v. THOMAS AND MORGAN.

Illegal agreement—Trades unionism.

C. H. JAMES for the plaintiff; and

Simons for defendants.

His HONOUR.—This action was brought to recover the sum of £5. It was stated by Henry Mitchard, that he lived at Blackwood, and was agent to the Amalgamated Association of Miners; that the Durran Union District consisted of five lodges, and that within the district is Richael Colliery. No. 4 Lodge met at Watson's, and of this lodge John Jones the plaintiff was a member. The lodges collected calls for money and also levies of money, which were made in addition to the usual contributions demanded of members. The defendant, John Thomas, was the treasurer of the Durran District, and John Morgan was the secretary. The plaintiff says he is a collier, and was working in the Durran, at the Richael Colliery. He wished to put a boy, who is some relative of his wife, to work, and took him down into the pit. Finding no trams came to his work, he asked David Thomas the reason, who referred him to five or six men. He was told if he would send the boy out he should have trams, and that he must pay £5 for having the boy. He and the boy went out, and afterwards he paid £5 to George Watkins, who keeps a public house at the Durran, and who was treasurer of the lodge. Watkins handed this money over to the defendants who were district officers. The money was kept out of the lodge books, and was said to have been remitted to Lancashire. Some days afterwards a receipt in these words was given: "Amalgamated Association of Miners. The Durran District, 31st Oct. 1873. Received £5 from John Jones to learn a boy to cut coal, which this note will testify that he is free heretofore [hereafter?]. Signed, Rees Lewis, John Morgan. Received of John Jones, of Cambrian Row." The money was taken from John Jones, not in order that he should teach, but because he wanted to teach a boy. It was a fine for teaching the child, and not a reward paid to give instruction. After this payment the plaintiff and the boy went into the pit, and they got trams. But there had occurred what the following minute relates: "A general meeting, held at the Horse and Greyhound Inn, 22nd June, 1873. Chairman, Philip Matthews; vice-chairman, David James. Number of members, 200. Resolution passed and agreed to: Proposed by John Simpson, seconded by John Jones (the present plaintiff), 'That we, as union men, will not take a man nor a boy that is strange to coal work into our society unless such a member first pay the sum of £5 as an entrance fee, the same paid to the lodge or the society of which he is a member; secondly, that these resolutions are to be carried out in all the lodges belonging to the district—that is, the Durran district—of the Amalgamated Association of Miners of the above meeting. Jno. Morgan, secretary; David Phillips, assistant secretary.'" No. 4 lodge has now left the union, and five lodges have dissolved. There can be no question whatever of the illegality of the proceedings connected with the demand of the £5. The repayment was not required until after the lodge had dissolved, and the money had been remitted to Lancashire. First of all as regards the illegality of the proceedings, by the common law and various statutes affecting various trades, combinations of men and combinations of masters were in many instances misdemeanors. In the year 1824, chiefly through the exertions of Mr. Hume, the law was most materially changed, and no less than thirty-five statutes were repealed. A long list of these statutes is recited in the Act of 6 Geo. 4, c. 129, beginning with an Act of the 3 Henry 6, c. 1, relating to annual congregations and confederacies of masons. The object of the repeal of these Acts was to set labourers free in the making of contracts. The immediate effects of the repeal were organisations against masters and manufacturers in various trades, of the most oppressive and mischievous character, and against independent workmen. It became necessary to repeal the Act of the 5 Geo. 4, c. 95, but this was not done until after a Committee of the House of Commons had reported on its evil consequences. Then came the existing Act of 6 Geo. 4, c. 29. It was proposed by Mr. Huskisson, who was then President of the Board of Trade. He showed that meetings had been held and associations formed in different parts of the country, which, if persevered in, must ultimately have terminated in the destruction of the interests of those who were engaged in them. Among other things he said: "One regulation of these associations was that no man coming into a district should work without being fined £5, to be applied to the funds of the association; another was, that any child, even a workman's son, should be reckoned as a quarter of a man, and payment made accordingly."

"Without," said he, "desiring to restrict the right or choice of any person to the legal disposal of their money, he could not help asking whether this fine of £5 and the required subscription of a shilling a week to the funds of the association which members were called on to pay, would not have produced far more advantageous results if placed in a savings' bank? What could be the meaning of appointing presidents and committees of management? Was it not in human nature an invariable principle that in the contests for power the most artful seated themselves in places of authority?" The committee of the House of Commons reported that the most effectual security should be taken which legislative enactment could afford, that on becoming parties to any association, or subject to their authority, persons should be left to act under the impulse of their own free will alone; and that those who wish to abstain from such associations should be enabled to do so, and continue their service, or engage their industry on whatever terms, or to whatever master they choose, in perfect security from molestation, insult, or personal danger of what kind soever. The Act relieves from prosecution or punishment all persons meeting to consult on rates of wages or the hours of work. The Act also provides for the perfect freedom and personal liberty of every labourer. He cannot be forced to belong to any club or association, or to contribute to any fund, or to pay fines or penalties, if he does not belong to any club or association, or if he refuses to pay to any club or association. This law, be it observed, arose from the abuse of the freedom of action given by the former law, which had caused the persecution of, and tyranny over, those who pursued their own interests in their own way. Majorities do not necessarily know their own interests, but private laws made to rule minorities are generally tyrannical and are usually sought to be enforced by the most wicked violence. The care and prudence which age teaches, the cry and the wants of children, and the necessities of household demands are not regarded by popular tyrants. They disregard the security which causes labour to be productive, and they do not see how swift, and cruel, and lasting are those destructive measures which check or suspend the operations of labour, and the trade and commerce of even the most thriving districts. This, then, is a short note of the history of the law, and of the law itself, which forbids and punishes demands of money and fines imposed by workmen on other workmen as a condition for permitting them to work when they are directed or permitted by their employers to work. It is for the benefit of workmen that employers shall be safe and secure in what they do to procure employment for them. If, when they open a pit, labourers are allowed to rule it, every pit might be the source of ruin to those who may have expended upon it all that they possess. Then the question is, is this £5 recoverable? If it were the money of the child or the money of its parents or guardians, then, under those circumstances, the repayment of it could be compelled. But the plaintiff is in a singular position. He himself was the chief offender in causing the rule to be made; he submitted to his own law, and now seeks to obtain that money back from his wrong-doing colleagues, which he deliberately authorised them to demand. When money has been paid in pursuance of an illegal agreement it cannot be recovered back. Both parties are in fault: (Broom's Legal Maxims, p. 165). The plaintiff should have protected himself against his own rule by taking his friends into the police-court when the rule was enforced.

LEGAL NEWS.

MR. CHARLES AUSTIN, Q.C.

MR. CHARLES AUSTIN was the younger brother of Mr. John Austin, whose work on the province of jurisprudence has, since his death, obtained a degree of fame and influence which it never acquired in its author's lifetime. The two brothers had (as brothers usually have) much in common and many points of strong contrast. They were two of the very ablest men of the age in which they lived. The elder brother's book shows sufficiently the character of his intellect, and upon the few persons who knew him well his conversation made an even deeper impression than his book. In gravity, force, and accuracy of thought he equalled, if he did not exceed, the writers with whom it is natural to compare him, such as James and John Mill. The whole tone of his mind, his moral sympathies, and his religious feelings, were infinitely graver, deeper, and more manly than theirs. He was, however, languid, low-spirited, and constitutionally indolent, and the results of his thought and labour are in consequence not great, and are instructive to comparatively few. He led the simplest and quietest of lives in a small cottage at Weybridge. "I

ought to have been a schoolman. In these days no life would suit me so well as that of a German professor," was his account of himself to an old friend.

Mr. Charles Austin had probably as powerful a mind as his brother, and as much aptitude for abstract speculation; but he was of a totally different temperament. Accounts of his militant Radicalism and his brilliancy in discussion are to be found in the autobiography of Mr. John Mill and in Mr. Greville's memoirs. He was one of the eager band of reformers who, when George IV. was king, thought that they had discovered the great secret by which everything might be set right, and who declared war against all existing institutions, in a mild constitutional fashion. The war was never a very bitter one, and as time went on most of the soldiers took service in the camp which they were to have attacked. Charles Austin in particular might be described as the Demas of Benthamism, who forsook it, "having loved this present world." A somewhat cynical critic, who, however, was neither unfriendly nor quite unsympathising, observed upon him and his brother, "They were both very clever fellows. Charles was much the cleverest. John served God, and Charles served the devil and made much the best bargain of the two." "Serving the devil" was a more picturesque than exact manner of describing the fact that Charles Austin got into practice at the parliamentary bar when that singular profession was in its palmiest condition, and that his marvellous gifts as an advocate gave him a position there the like of which was never attained by any other man in any branch of the Profession. His income in the year 1847—the great railway year—was something fabulous, nor do we venture to state the sums which we have heard mentioned. His reputation was so great that he received many briefs merely in order to prevent his appearance on the other side, and this no doubt is the origin of the story (mythical or not) of his being met riding in Hyde Park on one of the busiest days in the session. "What in the world are you doing here, Austin?" "I am doing equal justice to all my clients." What Bentham in heaven can have thought of his distinguished disciple it is difficult to imagine. Probably he reflected that as such fees were going it was as well that they should go to a Benthamite.

In 1848, and in the forty-ninth year of his age, Mr. Austin retired from practice, having bought the estate in Suffolk where he died. He was in the full vigour of his life and in the very prime of his powers. He had a well-deserved reputation as the most successful advocate of his age with the doubtful exception of Follett. He was a man of most brilliant talents of all kinds, and of varied accomplishments, and from the day of his retirement to the day of his death, being twenty-six working years, his most important avocation, as far as the public knows, was presiding at the quarter sessions for East Suffolk.

VICE-ADMIRALTY COURTS.—Her Majesty the Queen has been pleased, by Order in Council, to extend the operation of the Naval Agency and Distribution Act of 1864, which has hitherto been confined to proceedings instituted in some Vice-Admiralty Court, to all courts having Admiralty jurisdiction, and to all proceedings instituted by, or on behalf of, any of Her Majesty's ships in any such courts.

THE EUROPEAN SOCIETY ARBITRATION.—We understand that it has been represented to the Lord Chancellor by some of the officials conducting this arbitration that it is absolutely necessary that there should be a new Act of Parliament to make some amendments in the mode of deciding the questions to be brought before the new arbitrator, or future arbitrators, so as to prevent a repetition of the serious complications arising and likely to arise from conflicting decisions, and from which the present Act gives no appeal. It is therefore thought probable that an arbitrator will be appointed to act temporarily, so that the administrative business may not be delayed.

RUFFIANISM.—At the recent Warwickshire Assizes Mr. Justice Denman observed that many of the cases, including three charges of murder, eight cases of assault, which nearly resulted in death, merited the lash—more so even than highway robbery with violence merited it; but he doubted the wisdom of adding this punishment, as, in his opinion, long periods of penal servitude might be proved to be more beneficial. He attributed the increase of violent crimes to lenient sentences by judges, and by the summary cases settled by magistrates. At the Liverpool Assizes a garrotter was sentenced to the lash, and the presiding judge (Mr. Justice Mellor) regretted that he could not inflict this punishment in a wife-beating case also. Mr. Justice Denman suggests that some legal restriction in the use of firearms would be desirable.

A JUSTICE of the peace at Red Wing, Minnesota, had to knock a culprit down with a chair to get him quiet enough to try him.

"Put your words closer together," was the advice of a judge to a prisoner who had said, "I am not, after all, so great a scoundrel as your lordship—takes me to be."

MR. METCALFE, Q.C., has been appointed recorder of Norwich, in the place of the late Mr. O'Malley, Q.C. Mr. Metcalfe was called to the bar in 1845, was appointed in 1865 to the recordership of Ipswich, and in 1873 was made one of Her Majesty's counsel. Mr. W. Cooper has been appointed to succeed Mr. Metcalfe as recorder of Ipswich. Mr. Cooper was called to the bar in 1831.

WITH reference to the right of Wesleyan Ministers to use the title of "Reverend," it is said that Dr. A. J. Stephens, Q.C., and Sir H. James, Q.C., have given an opinion in favour of Mr. Keet, and that the Vicar of Owston has been informed thereof, with a request that he will now permit the use of the inscription on the gravestone of Mr. Keet's child, to which he had objected, and so avoid the necessity of proceedings being taken in the Consistory Court of Lincoln.

THE qualification for a Chancery Taxing Master is twelve years' actual practice as a solicitor. The salary of six is £2000 each, of the seventh £1500. One master attends for all causes in vacation, but takes only those matters which cannot stand over. We are informed that no arrears are left over when the long vacation begins which parties are ready to go on with and complete. Each master has about 1100 bills a year. Of these "a vast majority are not heavy bills."

THE "intelligent gentleman of the jury," according to a Chicago paper, was discovered in that city recently by being brought before the court as a juror. "Would you convict a man on circumstantial evidence?" queried his honour. "I dunno wat dat is," answered the jurymen. "Well, what do you think it is?" interposed the judge. "Well, 'cordin' to my judgement, sarcumstanshill is 'bout dis: Ef one man shoots anudder, an' kills him, he order to be hung for it; ef he don't kill him, he order to go to de plenipotentiary."

NEW FACTORY ACT.—On Friday (Jan. 1) the Act passed in the late session came into operation to improve the health of women, young persons, and children employed in the manufactories, and the education of such children. The period of employment is to be from six to six or from seven to seven o'clock; the employment not to be continuously longer than four hours and a half without half an hour for a meal, except on Saturdays, when the employment is not to be beyond half past one o'clock. Two hours each day, save on Saturday, to be allowed for meals, and one hour before three o'clock. There are provisions in the new Act as to education and school attendance. Employment during meal time is strictly prohibited.

THE LICENSING ACT.—There is a belief entertained, says the *Leeds Mercury*, that Mr. Cross will have to revise his unfortunate Licensing Bill in one or more important particulars. The chief blunder—if such an expression is allowable in connection with a measure whose every word was a blunder, with the single exception of the "whereas" of the preamble—was the insufficient and ill-advised definition of the famous "populous place." That definition has given rise to more irritation, more annoyance, more perplexity than even Mr. Cross could have conceived. His own friends have resolved to make an onslaught upon it, and the probability is that he will introduce a short Act doing away with the definition altogether, and also more correctly defining who ought and who ought not to be considered a *bona fide* traveller.

THE CHANCERY AUDIT OFFICE.—The *Globe* states that the new branch of the Exchequer and Audit Office, in order to carry out the principles of the Chancery Audit as prescribed by the statute, has caused more than the usual heartburnings and dissatisfaction, and the *Globe* is not surprised at this result, for several reasons alleged, as the neglect of a sound rule of preference has produced discontent. The state of affairs at the Audit Office merits the attention of the Treasury, the *Globe* states, as it cannot be a matter of indifference that the servants of a public department consider themselves to be aggrieved; and if, as the *Globe* has been informed is the case, "Dr. Playfair's Commission of Inquiry has pronounced strongly against the danger of irresponsible selection, then, on purely public grounds, the facts detailed demand investigation."

THE IDEAL JUDGE AND THE IDEAL LAWYER.—Dudley Field, in his address before the New York Mercantile Library Association, said: "My ideal of a judge is of one who comes into his high office with a rich store of learning, with a conscience void of offence, with a patient judgment, without prejudice and without passion, with a love of the truth, whatever it may be, as he hears it from the lips of lawful witnesses, or reads it in the books of law, rejecting all other advice or influence as unlawful intrusion, and disdaining every attempt to intimidate or lead him in whatever

shape and from whatever quarter it comes, whether by private solicitations or public discussions, whether from the street or the market, the pulpit or the press; and my ideal of a lawyer, is of one who, rich in the same learning, feels the same disdain of intimidation, consults only his own conviction, and stands ready, at all times, to assert the rights of any man, according to the law of the land."

A JUDICIAL REBUKE.—On the judge (P. M. Leonard, Esq.), taking his seat at the County Court, he said he wished at once to remark upon a matter which he considered he ought to bring before the open court. He had received a letter in reference to a case heard there, and a more scandalous communication, having reference either to the parties attending the court or to the administration of justice, could not be conceived. He gave notice that he should take no heed of any such letters addressed to him, and that if anyone had any complaint to address to him it must be made in the open court. To send to him communications calculated to prejudice him in any way was most improper. The letter he had received was calculated to bring the parties to the case in question into fresh litigation, and he should suppress and destroy it, but he trusted that for the future if any persons had any complaint whatever to make they would come like men and like Englishmen, and make it in the open court. (Hear.)

PUNISHMENT OF THE LASH.—The impression is gaining ground, writes a correspondent, that Mr. Cross will, shortly after the meeting of Parliament, introduce a bill to extend very materially the punishment of the lash. Some time ago, it will be remembered, the right hon. gentleman issued a circular to the judges and magistrates, asking their opinion upon the point, and calling upon them to forward any suggestions they might have with respect to an alteration of the law. These answers are largely in favour of the lash being more frequently employed, and it is understood that the Home Secretary intends to act upon the advice. Such a determination will, it is anticipated, not only receive the support of Parliament, but also of the entire public. Sensibility has of late been outraged to an extraordinary degree by the brutalities that have been perpetrated, and the fact has been indignantly commented upon by almost every judge of assize. Such is the indignation aroused on the subject that there will be a danger of the Home Secretary being urged to err rather on the side of stringency than leniency.

SINGULAR CHARGE OF FELONY AGAINST A SOLICITOR.—At Bow-street police court on Monday, Joseph Edward Curteis, a solicitor, of Stonehouse, was charged with stealing a copy of Beeton's Annual, "Jon Duan," from Mrs. Rose Mason, of 3, Holywell-street, Strand. Mrs. Mason said that the prisoner came into the shop and asked for a copy of "Jon Duan." She said she had not one for sale, and the prisoner then left the shop. In a few minutes he came back, and seeing a copy of the book in the shop, he threw down one shilling and took the book. She again told him it was not for sale, but he refused to give it up, and she was obliged to give him in charge. The copy of "Jon Duan" he had taken was the only one she had left, and the price the trade was selling the book at was from 1s. 6d. to half-a-crown, although it was marked as "published at 1s." The reason the book was in the shop at all was that she had promised it to a gentleman who had bespoken it in the morning.—John Hindley, a bookseller in Holywell-street, proved that the trade price was 2s. 6d. for "Jon Duan."—Mr. Vaughan said he did not believe that the defendant had any felonious intention when he took the book; but he must know that if the shopkeeper did not wish to sell, she was not bound to do so. It was ultimately agreed that the book should be returned to Mrs. Mason, and the shilling to the prisoner.

THE LAW OF HUSBAND AND WIFE.—The Supreme Court of Illinois, in the case of *Martin v. Robson* (13 Am. Law Register 547)—in which it was held that the necessary operation of the statutes of Illinois giving a married woman the sole control of her property and earnings, free from any control or interference of the husband, was to discharge the latter from any liability for the wife's torts committed during coverture out of his presence and without his participation—conclude their judgment with the following highly wrought description of the position of husband and wife under the above-mentioned statutes: "They are not one as heretofore. They are one in name, and are bound by solemn contract, sanctioned by both divine and human law, to mutual respect; should be of the same household, and one in love and affection. But a line has been drawn between them, distinct and ineffaceable, except by legislative power. His legal supremacy is gone, and the sceptre has departed from him. She, on the contrary, can have her separate estate; can contract with reference to it; can sue and be sued at law upon the contracts thus made; can sue

in her own name for injury to her person and slander of her character; and can enjoy the fruits of her time and labour, free from the control or interference of her husband. The chains of the past have been broken by the progression of the present, and she may now enter upon the stern conflicts of life untrammelled. She no longer clings to and depends upon man, but has the legal right and aspires to battle with him in the contests of the forum; to outvie him in the healing art; to climb with him the steep of fame; and to share with him in every occupation. Her brain, and hands, and tongue are her own, and she should alone be responsible for slanders uttered by herself."

CAPITAL PUNISHMENT.—About 1807, a poor woman with two children, one at the breast, stole from inside a shop door a piece of linen worth some 7s. or 8s. She, however, had not proceeded far when she repented of her crime, and was returning to the shop with it when she was arrested. She was tried at the Old Bailey, convicted, and condemned to death. The jury and the prosecutor unanimously recommended the woman to mercy, on account of her husband having been pressed as a sailor, her starving condition at the time, and her previous unblemished character; but all in vain. The judge refused to indorse the application, and the woman was executed at Tyburn, the child being taken from her breast at the foot of the gallows. In the minds of a large majority of the public this execution created great indignation, and a bill was brought into Parliament to abolish the punishment of death for stealing in a shop to the value of 5s. This Bill was at first thrown out in the House of Peers, the judges being against it. The Bill subsequently passed into law. On the introduction into the House of Lords of a bill for the abolition of the punishment of death for stealing in a dwelling house to the value of 40s., the majority of the judges were against it. Lord Ellenborough was particularly energetic in his opposition, arguing as the law stood it worked well, and why then should it be altered? One of the peers was so struck with the validity of the learned lord's arguments that he said, "We shall not be able to place our heads with safety on our pillows if that bill passes into law!" In the thirty years from 1799 to 1829, for offences against the Bank Act alone, 629 men were capitally convicted, and 1261 were transported; yet, till public opinion became too strong to be disregarded, the judges offered little opposition to such atrocious cruelty.—*The Saturday Journal*.

PRISON DISCIPLINE.—Captain Wilson, the Governor of Maidstone (county of Kent) Gaol, who has had much experience as the Governor of Gloucester County Gaol, has issued "Some Notes on Prison Discipline," for the information of the Howard and kindred societies, and makes some suggestions regarding the treatment of the criminal classes—a subject which has attracted public attention for some years. With regard to the question of punishment, he holds the shot drill to be wholly valueless as a deterrent, while the wheel is not looked upon by him with favour, as, even where it is used for grinding corn or pumping water, it is comparatively unproductive. Labour on the loom, he says, is not only productive, but is deterrent in the effect it has on the prisoner, who enjoys other and associated labour. Of all the systems he says he has seen, "none can work in greater harmony and with more success than that adopted in the silent and separate prisons. The advantages are manifold—1. Prisoners are unable, as by association, to be made worse by their fellow prisoners—this is most important, for, strange as it may appear, it is well known that instances have been recorded where prisoners have, in gaol, plotted a burglary or some deep plan of future thieving expeditions—merely through the facilities they have had of talking or communication. 2. By separation the prisoner, if at all a handy man, may be made available for any kind of industrial work, and in his cell can contribute towards his maintenance by his own industry. 3. The mark system, which has been found to answer so well at Winchester, and some other gaols, can be carried out without any difficulty in a prison built on the separate principle. 4. The few case of reports for breaches of prison discipline compared with prisons where criminals are associated or partly so are a strong argument in favour of the separate gaols. In the latter it is unnecessary to keep so large a staff as where prisoners have to be constantly watched to prevent talking and other irregularities." In cases of repeated assaults and habitual drunkenness he recommends that cumulative sentences should be awarded, and light sentences in first offences for larceny are mistakes. Such sentences should only be given in very exceptional cases, and should not be repeated after one or two convictions. To show how this short sentence system operated he stated that "during last year in one of our county prisons 772 persons were in custody for periods not exceeding seven days, 598 not exceeding fourteen days, and 837

not exceeding one month; a total of 2207 short sentences out of 3168 commitments, or about 70 per cent., the seven days averaging 24 per cent.; under fourteen days, 19 per cent.; and under a month, about 27 per cent. The percentage of long sentenced prisoners—viz., over three months, was only about 10 per cent., and that was about the general average throughout the country." He gives the instances of the effect of this short sentence system upon re-committals in the cases of eight prisoners who were re-committed 223 times, 118 for fourteen days, sixty-five times to periods up to a month, twenty-eight times in periods up to three months, six times in periods up to six months, and six times in periods up to a year. He says:—"Industrial labour now so largely adopted in the majority of our best prisons, should consist of all the trades that can be possibly introduced, and a governor should endeavour in carrying out the sentence to make the punishment as severe as possible, but at the same time should not place the labour before the prisoner in a light that would make it distasteful to him hereafter." He urges that labour in a prison should not be made widely different to what it is outside, and better results would be obtained by enforcing recognised labour of a remunerative character. Moreover, the prisoner should not, by going to gaol, be incapacitated on his discharge from performing any skilled work that he may have followed in prison. "The ends of justice would be satisfactorily met by enabling the prisoner by his labour to defray the expenses incurred in supporting him while in gaol." As to the outcry respecting the competition of prison labour with the outside traders, he says that the ratepayers have as good a right to grumble at the idleness of the criminals, if they are not employed, as the people whose trades might be affected by prison labour. Regarding the class of men who should be chosen for warders he urges the necessity of care in this matter, and agrees with Mr. Tallack, of the Howard Society, that selections from the army, navy, or militia, are not always the best. He adds, "Some warders have a mistaken idea that the highest merit can only be gained by extreme severity. This should be checked—one of the surest ways to thin our jails is, not by brutalising the prisoner, but by exercising over him the sure control of firmness, patience, and justice, and by reforming his character by means of industrial employment, by education, and by the spiritual labours of a wise chaplain."

VENTILATION OF THE LAW COURTS.—As our knowledge of the laws of health increase we must expect our discoveries of flagrant violations of them to become more numerous daily. It is quite delightful to observe how these matters are forcing themselves on the public attention. One day it is smallpox, another scarlet fever that comes prominently forward; then we have letter after letter, mostly from people who know little or nothing about the matter, to prove that typhoid fever is or is not contagious. It is necessary that another hospital should be built to receive cases of infectious fevers, to separate them from the rest of the population, and so to prevent the spread of these diseases as much as possible; a site is chosen after much deliberation, airy, convenient, and with other advantages, and immediately all the neighbourhood is up in arms to prevent the erection of the hospital in that locality. A politician wants something to talk about. All he has to do is to take up strongly some view, right or wrong, about almost any sanitary question, and hammer away at it, and he is certain of notoriety at any rate; this is a sign of the times. The public is beginning to see that the prevention of disease is after all an important matter, and is beginning to be discontented with many things which previous generations have endured because they knew no better. All this is very encouraging to sanitary reformers, and every case in which the importance of these matters is forced upon the attention of "the powers that be" is worthy of notice. The following quotation from the *Times* discloses a pretty state of things:—"Complaints have been made of the coldness of the chamber provided at Guildhall for the Second Court of Common Pleas, and for the last two days all the gasburners have been kept alight for the purposes of warmth, but, of course, at the expense of the purity of the air. Mr. Justice Grove has been obliged to be absent for some days on account of indisposition, and to-day a juror in waiting, addressing the learned judge, suggested that it would be better for his lordship's health if the gas were put out. Mr. Justice Grove.—The other day, when they were not alight, I was seized with a shivering fit. We are in this predicament—we must either be frozen or stifled with carbonic acid gas; but we are accustomed to that in the city." Fancy keeping the gas-burners alight in a room crowded with people, not for the sake of the light but to warm the room! One single cubic foot of coal gas in being burnt removes the oxygen of about eight cubic feet of air,

and produces about two cubic feet of carbonic acid, to say nothing of the irritating sulphurous acid produced at the same time; so that if at each burner only three cubic feet of gas are consumed per hour, six cubic feet of carbonic acid gas are added to the air of the room, and 24 cubic feet of air are deprived of oxygen. What is the result when many burners are at work in a terribly overcrowded law court we might leave to our readers to imagine, were it not that the matter is of too great importance to be got rid of so easily. Dr. Angus Smith has given us, in his admirable treatise on "Air and Rain," the results of his analyses of the air of a law court, which was, he says, "badly, or rather in no way, ventilated," and was, we venture to believe, not far from a typical specimen; he found that the oxygen in the air, instead of being 20.96 parts in 10,000, only amounted to from 20.49 to 20.65 parts, and he remarks, "The Court was extremely warm and unpleasant at the moment of entering, and even after some minutes it was not to be voluntarily borne; I, therefore, did not attempt to penetrate the mass of people, but took specimens of air when perhaps 8ft. from the door. On coming out, the feeling of relief was remarkably pleasant." And this was not a court in which the gas was lighted to warm the air. The numbers given above may not seem sufficiently significant; and so it may be well to observe that air containing only 20.60 parts of oxygen in 10,000 is very bad air indeed, quite unfit to live in; and that the worst sample of air from the London sewers, mentioned in the report of the Sewage Committee of the British Association for 1870, although collected during the very hot weather in August that year, contained a greater proportion of oxygen than that just mentioned. But this is not all, nor is it the worst part of the matter. Experiments have shown that it is not the increase of carbonic acid, nor even the diminution of oxygen, that is the most important factor in the deleterious character of the air of overcrowded rooms, but the accumulation of foul, putrescent organic matter in the air, and it is this which gives the air of such places its sickly smell; and here we feel that no further argument is necessary, for when people once realize that in a badly-ventilated law court, church, or theatre, they are compelled to breathe air containing decomposing matter from the lungs and skin of others, they will begin to cry out, and more attention will be paid to that which at present seems to be nobody's business—the ventilation of our public buildings.—*Sanitary Record.*

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

AGENTS, &c., IN COUNTY COURTS.—You have done the Profession a great service by your report of the case of *Willett v. Gray*, tried at the Shrewsbury County Court lately. First of all the Profession will learn that Mr. Stratton is an agent; and, secondly, see how a County Court judge can twit attorneys on their right to appear as advocates in County Courts. It may, perhaps, interest your readers to learn that Mr. Stratton for a period was located at Leeds, and then came to Sheffield; whilst at the latter town he managed to appear before the stipendiary, and the County Court judge, and he argued the cases with some considerable ability, but as they were disputes of his own no objection was taken to his appearing. Leaving Sheffield he appears now located in London. Reading the report seems to suggest to one's mind that the only effective way of protecting the interests of the Profession would be not to object to agents appearing in the County Courts, but allow them to go on, and no doubt they would cross-examine the witnesses, and have a shorthand writer in court taking down what was said to ground proceedings against the agent for acting as an attorney without being qualified. Unauthorised agents of any sort are a positive nuisance, for the public have not only to pay them, but a regular practitioner as well. In the Superior Courts no one but an attorney is recognised, and when the case goes into court, the agent then introduces the client to our solicitor, who then initiates the steps which are of any real good to the parties. Some few years ago trade protection societies were formed with the ostensible object of glean information as to the status (that was the elegant dog Latin word used, "station" being far too plain), of traders, and the collecting of debts. There being so many dishonest traders, the commercial community were very glad to avail themselves of the services of these societies, and they became a great success, employing many clerks and energetic men as canvassers. After a time the clerks and canvassers got tired of working for others, and they then set up on their own

account, and there is now such a shoal of such like societies, some of them consisting of only one person, that would really astonish the public how they live.

LEX.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

70. MORTGAGE.—A. in the year 1888 executed a mortgage to B., C., and D., in which is contained the usual declaration that the money belonged to them on a joint account, and accordingly that the receipt of the survivors or survivor of them, or the executors or administrators of such survivors, their or his assigns, should be an effectual discharge for the principal, money, and interest. The mortgage was executed by B. only (one of the mortgagees), C. and D. are now dead. Is it necessary that their representatives should be made parties to the conveyance to a purchaser who pays off the principal and interest out of the purchase money? The mortgage money was advanced by the cheque signed by the three mortgagees, and the interest was always subsequently paid into a bank to their joint credit. Would not a declaration of these facts be sufficient?

QUID NEXC.

71. ATTORNEYS' ARTICLED CLERKS.—Regard being had to the provisions of the 37 & 38 Vict. c. 68, can an articulated clerk by the direction of his principal, and there being no objection raised by the magistrates, conduct cases as an advocate in the place of his master at Petty Sessions without incurring any penalties for so doing?

LEX.

72. FURNISHED APARTMENTS.—NOTICE TO QUIT.—I should like to obtain the opinion of some of your readers—especially of the articulated clerk class—upon the question, whether a person is required by law, to give notice or pay rent in lieu of notice when leaving lodgings; and if any custom exists affecting the point having regard especially to London? Mr. Pitt Taylor is reported to have decided (at Woolwich last August) that no notice is necessary, but that a person may leave furnished apartments, as he leaves an hotel, at a moment's notice.

BLOOMSBURY.

73. NATURALISATION.—I shall be glad if any of your readers will give me any information on this subject. A foreigner, after being in England more than five years, wishes to be naturalised and become a British subject. Is he, by being so naturalised, exempted from all military duties abroad? Does he require any certificate from his own country, previous to memorialising the Secretary of State for a certificate of naturalisation as a British subject? According to 33 & 34 Vict. c. 14, he can become a British subject after being in England five years, and will be entitled as such "to all political and other rights, powers, and privileges, and be subject to all obligations to which a natural born British subject is entitled or subject in the United Kingdom, with this qualification, that he shall not, when within the limits of the foreign state of which he was a subject, previously to obtaining his certificate of naturalisation, be deemed a British subject, unless he has ceased to be a subject of that state, in pursuance of the laws thereof, or of a treaty to that effect." I cannot see anything in the Act as to military duties being exempted.

LEX.

74. CONVEYANCING.—An owner of land sells a portion of it to a purchaser, and in the conveyance he covenants to produce the deeds, with a proviso that if he should deliver the deeds to any other person and obtain and hand to the purchaser a similar covenant, free of expense, the original covenant should become void. The vendor's solicitor afterwards sends a substituted covenant to the purchaser's solicitor, engrossed and executed. He does not, of course, ask for a return of the original covenant, because it is in the purchaser's conveyance. The purchaser's solicitor contends that he ought to have had the draught for perusal to satisfy himself that the substituted covenant was correct. The vendor's solicitor contends that he is not entitled to peruse the draft, because if the substituted covenant be wrongly drawn, the vendor would not be released, and the purchaser could sue on the original covenant. Which view is the correct one? And what is the usual practice as between solicitors in these cases?

H.

75. CONSTITUTIONAL LAW.—Will any of your readers be kind enough to enlighten me as to the comparative merits of Forsyth's and Broom's "Cases on Constitutional Law"? Which is the better book for a student?

NIGEL.

[Broom for examination purposes.—Ed.]

PROMOTIONS AND APPOINTMENTS.

MR. W. W. BRUNTON (of the firm of W. W. and T. P. Brunton, Solicitors, West Hartlepool), who is clerk to the Town Improvement Commissioners of West Hartlepool, and to the Hartlepool Port Sanitary Authority, has been appointed also to the clerkship to the magistrates of Castle Eden in the County of Durham.

CRYSTAL OIL.—Driver's is the best for the "Silver," "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

LAW SOCIETIES.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clements' Inn Hall on Wednesday, 23rd Dec. 1874. Mr. J. Rubinstein in the chair. Mr. Jerrold Joseph opened the subject for the evening's debate, viz.: "That Foreign Powers should intervene, if necessary by force of arms, to support the Spanish Republic." The motion was carried by a majority of one.

The meeting then adjourned until the 13th Jan. next.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE next meeting of the above society will be held on Tuesday evening, the 5th Jan. next, at the Law Library, Cross-street Chambers. The chair will be taken at six o'clock precisely, by William Ambrose, Esq., Q.C. The subject for discussion will be—"Is it desirable that capital punishment should be abolished?"

LEGAL EXTRACTS.

AMALGAMATION OF THE COURTS OF LAW AND EQUITY.

THE *N. Y. Daily Register*, published in a state possessing a code which has cost millions of dollars to settle the practice under it, in speaking of the recent law reforms in England, says:

"Since the passing of the Common Law Procedure Act of 1854 no more important Act has been passed in England than the Judicature Act of 1873. It was originally intended that it should come into operation on the first day of Michaelmas term of the present year, but shortly before the prorogation of Parliament last August it was found impossible to lay the new rules—drawn up in accordance with the Act—on the table of the House before the end of the session. A short Act, entitled the 'Judicature Act of 1873 Amendment Act,' was consequently passed, and the change will not take place until Michaelmas Term 1875.

It has long been an anomaly in the English legal system that a suitor could succeed at one side of Westminster Hall, while, if he had recourse to the courts at the other side, he would be unsuccessful. Thus, a court of law might give a judgment in favour of a person who would be restrained by a court of equity from putting it into effect; as, for instance, in the case of a mortgagee. This anomaly was to a certain extent remedied by the Common Law Procedure Act, which allowed equitable pleas to be pleaded in a court of law, and also interrogatories to be administered to the parties in the suit. But the general principle still remained until the introduction of the new Act. Under it the distinction of courts of law and equity is abolished, and a Supreme Court is established, in which the procedure is to be uniform. The divisions of this court are numerous, and will be named, as of old, thus: The Queen's Bench will be Supreme Court, Queen's Bench Division, and so on. The House of Lords is no longer to be the Court of final appeal, and in its stead a Court of Appeal is constituted, certain of the judges of which are to be members *ex officio*, and others elected to fill up the requisite number.

The proposed rules as drawn up under the supervision of the judges have already been published, and if adopted by Parliament—as they no doubt will be—will greatly simplify procedure in England. Many of the minor provisions of the Act are most important; thus, *chores in action* are to be assignable, a clause which will most likely lead to a considerable increase in litigation for some time to come. No doubt special pleaders will still find plenty of work; but it is to be hoped that the present Act will so simplify law that it will no longer be a luxury which only the rich can indulge in. If at some future time the energy of the English lawyers should show itself in the production of a code, a period may arrive when the laity of England can acquire a knowledge of their rights and obligations, which we fear is almost impossible at present. However, the present change is one of the greatest importance, and the benefit it will confer on suitors cannot be over-estimated.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

ERRATUM.—In our notice of the late Mr. Stephen Holman, we should have stated that he was admitted in Trinity Term 1830, not 1860.

LORD ROMILLY.

THE Right Hon. John Romilly, Lord Romilly, of Barry, in the county of Glamorgan, who died on the 23rd Dec., at his residence in London, in the seventy-third year of his age, was the second son of the late Sir Samuel Romilly, still well remembered as a distinguished Liberal politician, a philanthropist, and a law reformer. His mother was Anne, eldest daughter of Francis Garbett, Esq., of Knill Court, Herefordshire, and he was born in London in Jan. 1802. He was educated at Trinity College, Cambridge, where he took his Bachelor's degree in 1823, and proceeded M.A. in 1826. In the following year he was called to the Bar by the Honourable Society of Gray's Inn, and he subsequently became a Bencher of his inn, and obtained the honour of a silk gown. Having chosen the equity side of the Profession, he soon obtained a fair share of practice both as a junior and Queen's Counsel in the Court of Chancery. In 1832 he entered on a political career, having obtained a seat in the House of Commons, in the Whig interest, as member for the borough of Bridport, which he represented till the general election in 1835, when he lost his seat for that place. In March, 1846, on a chance vacancy occurring, he again offered himself as a candidate, but was unsuccessful; but he recovered the seat, however, after a petition in the following month. At the general election in 1847 he was returned for Devonport, which constituency he continued to represent until 1852. In 1848, during Lord John Russell's administration, he was appointed Solicitor-General, on which occasion he received the customary honour of knighthood, and in 1850, upon the elevation of Sir John Jervis to the Lord Chief Justiceship of the Common Pleas, he became Attorney-General. During the time that he was in Parliament, as a law officer of the Crown, Sir John Romilly was the author of the measure known as the Irish Encumbered Estate Act, which brought about a social revolution in Ireland, the system which it introduced having been perpetuated in that which is now the Landed Estates Court. The introduction and carriage of this Bill were in the hands of Sir John Romilly, and by him was successfully conducted to its result. In March, 1851, on the death of Lord Langdale, Sir John Romilly was nominated to the great judicial office of Master of the Rolls, which, by his lordship's death, had become vacant. This post, which Lord Romilly filled until within a little more than a year of his death, is one of the very few judicial offices which are compatible with a seat in the House of Commons. The very last speech made by Lord Macaulay, as a member of that House, was against a Bill to incapacitate the Master of the Rolls from sitting there; and it is memorable as one of the few instances in which a direct change of opinion in the House of Commons was effected by a single speech, and accordingly the Bill was thrown out. Sir John Romilly, to whom Lord Macaulay referred in the course of his speech, in terms of the highest respect, was unable, however, to enter by the door which his friend's eloquence had left open for him; for, after his elevation to the Mastership of the Rolls, Sir John Romilly offered himself for re-election at Devonport, but was unsuccessful. He never after sought to represent any place in the House of Commons, and, as his successor as Master of the Rolls, Sir George Jessel did not avail himself of his right to continue a member of the House, it is likely that it would never have been exercised again even if a provision in the Judicature Act had not taken it away. In 1865 Sir John Romilly, through being created a peer, did become a member of the Legislature. He took, however, no very great part in the discussions in the House of Lords, though he occasionally contributed to them. As a judge he was so quick in decision as sometimes to excite comment, and though his court was chosen for the carriage of cases of first instance, it also contributed largely to the courts of appeal. In April 1873, having sat on the bench far beyond the time which would have entitled him to his retiring pension, Lord Romilly resigned the Mastership of the Rolls. It seems, however, that neither his physical nor judicial strength was entirely exhausted, for, after the death of Lord Westbury, he undertook the duty of arbitrator in the winding-up of the affairs of the European Assurance Company. We may add that his Lordship was one of the last survivors of a debating society established in London among the more promising young men of his age, and of which the late John Stuart Mill was a member. Lord Romilly married, in 1833, Caroline, daughter of the late Right Rev. Dr. William Otter, Bishop of Chichester, by whom he had a family of four sons and four daughters. His eldest son, the Hon. William Romilly, who now succeeds to the title, was born in 1835, and is a barrister of Gray's Inn; he has been twice married, first, in 1865, to Emily Idonea Sophia, eldest daughter of the late Lieut-General Sir J. G. Le Marchant; and secondly, in 1872, to Helen eldest daughter of the late, Edward Hanson Denison, Esq.

G. DAWSON, ESQ.

THE late George Dawson, Esq., barrister-at-law, who died on the 3rd Nov., in South Australia, was the eldest son of the late George Pelsant Dawson, Esq., formerly of Arborfield Park, Berkshire, and Osgodby Hall, Selby, Yorkshire, barrister-at-law, of Lincoln's Inn; his mother was Susan Jane, daughter of Henry Dod, Esq., of Burnham. The family of the deceased gentleman descend from the ancient house of the Dawsons, of Greystock, in Cumberland, and, by intermarriage with the Lowthers, now Earls of Lonsdale, have, through the families of Clifford, Percy, and Mortimer, a direct royal descent from Lionel, third son of Edward III.

R. GRAVES, ESQ.

THE late Robert Graves, Esq., barrister-at-law, of Charlton House, Ludwell, near Salisbury, who died on the 15th Dec. in the seventy-fifth year of his age, was the eldest son of the late Robert Graves, Esq., M.D., of Delapré, Bridport, his mother was Maria Bishop, only surviving child of the late Robert Knight, Esq., of Chidcock, Dorset, and he was born in the year 1800. He was educated at the Grammar School at Tiverton, and at Trinity College, Cambridge, where he took his Bachelor's degree in 1821, and proceeded M.A. in 1824. He was called to the Bar by the Honourable Society of the Inner Temple in Trinity Term 1828; and he was a magistrate and deputy-lieutenant for Wiltshire, and a magistrate for the County of Dorset. Mr. Graves was twice married: first in 1837, to Mary, only daughter of the late Thomas Knyfton, Esq., of Wells, Somerset, and secondly in 1864, to Emily Josephine, eldest daughter of the Rev. William H. Turner, Vicar of Banwell, Somerset.

H. POOK, ESQ.

THE late Henry Pook, Esq., solicitor, of Greenwich, who died on the 22nd Nov., at his residence, Tudor House, Greenwich, after an illness of only three days, at the comparatively early age of forty-eight, was a man well known in the legal profession; and since he went to reside at Greenwich, he succeeded in obtaining a great amount of professional work. He was born in the year 1826, and was admitted on the roll of attorneys in Easter Term 1861. As an advocate in criminal proceedings, the forte of the deceased was rather in the defence than the prosecution of an accused. In the former no one could have a more fearless and astute representative. He was a member of the local district board of works, and in the various deputations that have waited upon the Government, railway companies, and other bodies, when local interests have been sought to be advanced, he always took a most prominent and straightforward part; and it should be stated to his credit that he was the first man on the vestry of Greenwich who originated discussion for the utilisation of Greenwich Hospital, which has resulted in that noble establishment not being permitted to fall into desuetude and decay. Mr. Pook, who was a staunch Conservative in politics, leaves a widow and two sons; the elder son, Mr. Henry W. J. Pook, who had been taken into partnership by his father about two years since, now succeeds to his practice. The remains of the deceased gentleman were interred in Nunhead Cemetery.

C. AUSTIN, ESQ.

THE late Charles Austin, Esq., Q.C., of Brandeston Hall, near Wickham Market, Suffolk, who died recently at the age of seventy-five, was the son of the late Mr. Jonathan Austin, formerly of Ipswich. He was born in the year 1799, and was educated at the Grammar School, at Bury St. Edmunds; he afterwards entered Jesus College, Cambridge, where he graduated B.A. in 1824, and proceeded M.A. in 1827. He was called to the Bar by the Honourable Society of the Middle Temple in Trinity Term 1827, and was appointed one of Her Majesty's Counsel in 1841. Mr. Austin was a Bencher of the Middle Temple, and had held for some years the High Stewardship of the borough of Ipswich. He was a magistrate for Suffolk, and Chairman of Quarter Sessions for the Eastern Division of that county. He married in 1856 Harriet Jane, daughter of the late Captain Ralph Mitford Preston Ingilby, and niece of the late Rev. Sir Henry J. Ingilby, Bart., of Ripley Castle, Yorkshire, by whom he has left a family. His eldest son, Charles, who now inherits the estate and manor of Brandeston, was born in 1858. We may add that the bell of the Temple Church was kept tolling for some hours on the day of the funeral as a mark of respect to the memory of the deceased.

THE COURT OF QUEEN'S BENCH.—The Court of Queen's Bench will commence its sittings at Nisi Prius for Hilary Term on Tuesday, Jan. 12.

THE COURTS AND COURT PAPERS.

FEES ON PRINTED COPIES OF ORDERS.

ORDER OF COURT, under the Courts of Justice (Salaries and Funds) Act 1869 (32 & 33 Vict. c. 91). The 22nd Dec. 1874:—

I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, by and with the advice and consent of the Right Honourable Sir George Jessel, Master of the Rolls, the Right Honourable the Lord Justice Sir William Milbourne James, the Right Honourable the Lord Justice Sir George Mellish, the Honourable the Vice-Chancellor Sir Richard Malins, the Honourable the Vice-Chancellor Sir James Bacon, and the Honourable the Vice-Chancellor Sir Charles Hall, and with the concurrence of the Commissioners of Her Majesty's Treasury, do hereby, in pursuance of the powers contained in "The Courts of Justice (Salaries and Funds) Act 1869" (32 & 33 Vict. c. 91), and of every other power enabling me in that behalf, order and direct that the fees to be paid, in the report office of the Court of Chancery, for printed copies of orders to be acted upon by the Chancery paymaster, and for printed office or certified copies thereof, shall be as set forth in the schedule hereto; but no fee shall be chargeable in respect of any office copy of an order, or of a report or certificate of a master in lunacy, or of a certificate of a chief clerk or taxing master, or of any affidavit or statutory declaration, which shall be transmitted from any of the offices of the court to the Chancery Audit Office, as provided by the said Chancery Funds Consolidated Rules 1874.

GENERAL ORDERS IN LUNACY.

Under the Court of Chancery (Funds) Act 1872, the Lunacy Regulation Act, 1853, and the Lunacy Regulation Act 1862. The 22nd day of December 1874:—

I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, intrusted by virtue of Her Majesty the Queen's sign manual with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind, do, with the advice and assistance of the Right Honourable the Lord Justice Sir William Milbourne James, and the Right Honourable the Lord Justice Sir George Mellish, the Lords Justices of the Court of Appeal in Chancery, being also intrusted as aforesaid, and by virtue and in exercise of the powers or authorities in this behalf vested in me by the Lunacy Regulation Acts 1853 and 1862, and the Court of Chancery (Funds) Act 1872, and of every other power or authority in anywise enabling me in this behalf, order as follows:—

1. The Chancery Funds Lunacy Orders 1872, are hereby revoked and rescinded and these orders are substituted in lieu thereof, and shall come into operation on the 11th Jan. 1875, and may be cited as the "Chancery Funds Amended Lunacy Orders 1874." (Substituted for original Order 1.)

2. Terms, words, and expressions in these orders shall be read and construed according to the interpretation thereof contained in the 2nd section of the Lunacy Regulation Act 1853, and the Court of Chancery (Funds) Act 1872, and the 3rd provision of the General Orders in Lunacy of the 7th Nov. 1853; and the word "court" shall mean the Court of Chancery; and the word "order" shall include a report of a master in lunacy confirmed by fiat. (Original Order 2.)

3. The 29th, 49th, 50th, and 51st of the General Orders in Lunacy of 7th Nov. 1853, are hereby abrogated. (Original Order 3 amended.)

4. An order or certificate of the masters containing directions for payment into or deposit in the Bank of England, with the privacy of the Accountant-General of the Court of Chancery, to the credit of the matter of a lunatic, of money, securities, or other effects, or for the transfer into the name and with the privacy of the Accountant-General in trust in the matter of a lunatic of stock or securities, and specifying the account, if any, to which the money, stock, securities, or other effects is or are to be placed, and which directions shall not at the coming into operation of these orders have been acted upon, shall be read and construed as if they directed such money, stock, securities, and other effects, respectively to be paid and transferred into, and deposited in court, to the credit of the matter of such lunatic and account, if any, respectively. (Original Order 4.)

5. After the coming into operation of these orders, every order and every certificate of the masters for the purpose of a payment or transfer into, or deposit in court of money, stock, securities, or other effects, shall direct such payment or transfer to be made into, and deposit to be made in court, to the credit of the matter of the lunatic, to the account, if any, to which:

intended that such money, stock, securities, or other effects should be placed. (Original Order 5 amended.)

6. No declaration of trust with respect to stock or securities transferred into court to the credit of the matter of a lunatic shall be required to be made. (Original Order 6 amended.)

CAIRNS, C.
W. M. JAMES, L.J.
GEORGE MELLISH, L.J.

CHANCERY FUNDS (AMENDED) ORDERS, 1874.

ORDERS OF COURT. under the Court of Chancery (Funds) Act 1872 (35 & 36 Vict. c. 44), and the Trustee Relief Act 1847 (10 & 11 Vict. c. 96). The 22nd Dec. 1874.

I the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable Sir George Jessel, Master of the Rolls, the Right Honourable the Lord Justice Sir William Milbourne James, the Right Honourable the Lord Justice Sir George Mellish, the Honourable the Vice-Chancellor Sir Richard Malins, the Honourable the Vice-Chancellor Sir James Bacon, and the Honourable the Vice-Chancellor Sir Charles Hall, do hereby, in pursuance of the powers contained in "The Court of Chancery (Funds) Act 1872," and of the Act of the 10 & 11 Vict. c. 96, entitled "An Act for the better securing trust funds and for the relief of Trustees," and of all other powers and authorities enabling me in that behalf, order and direct in manner following:

1. The Chancery Funds Orders 1872 are hereby revoked, and these amended orders are substituted in lieu thereof, and shall come into operation on the 11th Jan. 1875, and may be cited as the "Chancery Funds Amended Orders 1874."

2. In these orders, and in orders as herein defined, terms shall have the same meaning as the same terms are defined to have in the Court of Chancery (Funds) Act 1872, and as prescribed by the Chancery Funds Consolidated Rules, 1874, and the term "court" shall mean the Court of Chancery, and include a judge thereof, whether sitting in court or at chambers; and the term "order" shall include a decree; and the term "cause or matter" shall, in these orders, include a separate account in a cause or matter, and a matter intitled merely as an account; and words importing the singular number shall include the plural number, and words importing the plural number shall include the singular number; and words importing males shall include females. (Original Order 2.)

3. The following rules of the Consolidated Orders of the Court are hereby abrogated; viz., the 1st to the 16th rules, both inclusive, of the 1st of the said Consolidated Orders; the 5th rule of the 5th of the said Consolidated Orders; the 3rd to the 9th rules, both inclusive, of the 23rd of the said Consolidated Orders; the 1st to the 9th rules, both inclusive, of the 41st of the said Consolidated Orders; the General Orders of 10th Jan. 1870, as to legacy and succession duty; and the General Orders of 25th Feb. 1868, 17th Jan. 1870, 1st May 1871, and 28th Aug. 1823. (Original Order 3 amended.)

4. A person who shall make a transfer or payment of money or securities into court, or a deposit of securities in court, as provided by rule 27 of the Chancery Funds Consolidated Rules 1874, shall forthwith give notice thereof to the solicitors of the persons upon whose application the order directing such transfer, payment, or deposit was made, or to such persons if they have no solicitor; or if the order was made on the application of the person making such transfer or payment, to the solicitors of the other parties appearing on the application.

A person making a transfer, payment, or deposit upon request to the credit of a cause or matter, as provided by rule 25 of the said rules, shall forthwith give notice thereof to the solicitors on the record for the parties to the cause, or in case of a matter, to the persons interested, if known, or to their solicitors, if any, stating in such notice what the money or securities comprised in such transfer, payment, or deposit represent, and for what purpose such transfer, payment, or deposit has been made; and such notices may be sent by post. (Original Order 4 amended.)

5. A person having made a payment or transfer of money or securities into, or a deposit of securities in court under the above-mentioned Act of the 10 & 11 Vict. c. 96, shall forthwith give notice thereof to the several persons named in his affidavit to be made in pursuance of Rule 34 of the Chancery Funds Consolidated Rules 1874, and the said Act, as interested in or entitled to such money or securities. (Consolidated Order 41, Rule 4.)

6. The persons interested in or entitled to any money or securities so paid or transferred into, or deposited in court, in pursuance of the said Act of 10 & 11 Vict. c. 96, and named in the

affidavit, or any of such persons, or the person so paying or transferring into or depositing in court may apply by petition, or, in cases where the fund does not exceed £300 cash or £300 in securities, by summons, as occasion may require, respecting the investment, payment out, or distribution of the money or securities, or of the dividends or interest of such securities. (Consolidated Order 41, Rule 5.)

7. A person who has paid or transferred money or securities into, or deposited securities in court pursuant to the said Act of the 10 & 11 Vict. c. 96, shall be served with notice of any application made to the court, or a judge in chambers, respecting such money or securities, or the dividends thereof, by any person interested therein or entitled thereto. (Consolidated Orders 41, Rule 6.)

8. The persons interested in or entitled to such money or securities shall be served with notice of any application made by the trustee to the court, or judge, respecting such money or securities, or the dividends thereof. (Consolidated Orders 41, Rule 7.)

9. No petition relating to such money or securities as mentioned in the last four preceding orders shall be set down to be heard, and no summons relating thereto shall be sealed until the petitioner or applicant has first named in his petition or summons a place where he may be served with any petition or summons, or notice of any proceeding or order relating to such money or securities, or the dividends thereof. (Consolidated Order 41, Rule 8.)

10. Petitions presented and summonses issued under the said Act of 10 & 11 Vict. c. 96, shall be entitled in the matter of the said Act, and in the matter of the particular trust. (Consolidated Order 41, Rule 9.)

11. Every petition for dealing with money or securities in court, chargeable with duty payable to the revenue under the Acts relating to legacy or succession duty, or the dividends on such securities, shall contain a statement whether such duty or any part thereof has or has not been paid.

12. The registrars of the court shall not, without a special direction of a judge, be required to issue certificates for the sale, transfer, or delivery of securities in court during any vacation in their office. (Original Order 5.)

13. Applications under the Court of Chancery (Funds) Act 1872, for the conversion into cash of Government Securities in court of any of the three descriptions mentioned in Rule 44 of the Chancery Funds Consolidated Rules 1874, and for placing such cash on deposit, as provided by Rule 71 of the said rules, or for dealing with interest on money on deposit, may be made to the Master of the Rolls, and the Vice-Chancellors respectively, while sitting at chambers. (Original Order 6 amended.)

14. When a cause or matter has been inserted in the list mentioned in rule 91 of the Chancery Funds Consolidated Rules 1874, the fact shall be stated in every petition or summons affecting any money or securities to the credit of such cause or matter. In cases in which the money or securities affected by such petition shall together amount to or exceed in value £500, a copy of such petition, and notice of all proceedings in court or at chambers shall (unless the court otherwise directs), be served on the official solicitor of the court, who shall be at liberty to appear and attend thereon. (Original Order 7 amended.)

15. Applications under the Copyhold Acts respecting any securities or money in court, shall be made by summons at the chambers either of the Master of the Rolls or of one of the Vice-Chancellors; but notice of any such application is not to be given to the copyhold commissioners, except when the judge may so direct; and this order shall be deemed an additional article to the 35th of the Consolidated Orders, Rule 1. (Original Order 8.)

16. The clerks of records and writs shall not receive into their custody effects of the suitors consisting of jewels or plate, or other articles of a like nature, or negotiable securities. (Original Order 9.)

17. No order in a cause shall be passed or entered, and no certificate in a cause of a chief clerk, or of a taxing master of the court, shall be signed or filed, and no petition in a cause shall be answered, and no summons in a cause shall be issued, and no affidavit made in a cause shall be filed, until the same respectively be either marked with the reference to the record, as prescribed by the 1st of the Consolidated Orders, Rule 48, or be inscribed with a note indicating that the cause was commenced prior to 2nd Nov. 1852, and the correctness of such reference may be required to be authenticated by the official seal of the clerks of records and writs being impressed on every such document. (Original Order 10.)

18. The duplicate orders or records to be deposited with the clerks of entries pursuant to rule 18 of the Chancery Funds Consolidated Rules 1874, shall annually (or oftener if the senior regis-

trar shall direct), be bound up in volumes of convenient size, and indexed, and transmitted to the report office, in the same manner as written orders are now bound up, indexed, and transmitted, and written office copies or extracts may be made therefrom, subject to the existing regulations relating thereto.

19. Solicitors shall be entitled to charge and shall be allowed the same fees on proceedings under these orders, and under the Chancery Funds Consolidated Rules 1874, as they are, by the general orders and practice of the court, entitled to charge and to be allowed in respect to proceedings of a similar or analogous description; and shall be entitled to charge and shall be allowed the same fees for printed copies of orders as they are now entitled to charge and to be allowed for written copies thereof. (Original Order 11 amended.)

CAIRNS, C., G. JESSEL, M.R., W. M. JAMES, L.J., GEO. MELLISH, L.J., RICHD. MALINS, V.C., JAMES BACON, V.C., CHARLES HALL, V.C.

SITTINGS AND CAUSE LIST IN AND AFTER HILARY TERM.

Equity Courts.

Court of Appeal in Chancery.

At Lincoln's-inn.

Monday	Jan. 11	Appeal motions and appeals
Tuesday	12	Appeals
Wednesday	13	Ditto
Thursday	14	Ditto
Friday	15	Bankrupt appeals and appeals
Saturday	16	Petitions in lunacy and appeal petitions
Monday	18	Appeal motions and appeals
Tuesday	19	Appeals
Wednesday	20	Ditto
Thursday	21	Ditto
Friday	22	Bankrupt appeals and appeals
Saturday	23	Petitions in lunacy and appeal petitions
Monday	25	Appeal motions and appeals
Tuesday	26	Appeals
Wednesday	27	Ditto
Thursday	28	Ditto
Friday	29	Bankrupt appeals and appeals
Saturday	30	Petitions in lunacy and appeal petitions
Monday	Feb. 1	Appeal motions and appeals

Rolls Court.

At Chancery-lane.

Monday	Jan. 11	Motions and general paper
Tuesday	12	General paper
Wednesday	13	Ditto
Thursday	14	Motions and general paper
Friday	15	General paper
Saturday	16	Petitions, short causes, adjourned summonses, and general paper
Monday	18	General paper
Tuesday	19	Ditto
Wednesday	20	Ditto
Thursday	21	Motions and general paper
Friday	22	General paper
Saturday	23	Petitions, short causes, adjourned summonses, and general paper
Monday	25	General paper
Tuesday	26	Ditto
Wednesday	27	Ditto
Thursday	28	Motions and general paper
Friday	29	General paper
Saturday	30	Petitions, short causes, adjourned summonses, and general paper
Monday	Feb. 1	General paper

Unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

V.C. Malins' Court.

At Lincoln's-inn.

Monday	Jan. 11	Motions and general paper
Tuesday	12	General paper
Wednesday	13	Ditto
Thursday	14	Motions and general paper
Friday	15	Petitions and general paper
Saturday	16	Short causes, adjourned summonses and general paper
Monday	18	General paper
Tuesday	19	Ditto
Wednesday	20	Ditto
Thursday	21	Motions and general paper
Friday	22	Petitions and general paper
Saturday	23	Short causes, adjourned summonses, and general paper
Monday	25	County court appeals and general paper
Tuesday	26	General paper
Wednesday	27	Ditto
Thursday	28	Motions and general paper
Friday	29	Petitions and general paper
Saturday	30	Short causes, adjourned summonses, and general paper
Monday	Feb. 1	General paper

V.C. Bacon's Court.

At Lincoln's-inn.

Monday	Jan. 11	Motions, adjourned summonses and general paper
Tuesday	12	General paper
Wednesday	13	Ditto

Thursday	14	Motions, adjourned summonses, and general paper
Friday	15	General paper
Saturday	16	Petitions, short causes, and general paper
Monday	18	In Bankruptcy
Tuesday	19	General paper
Wednesday	20	Iditto
Thursday	21	Motions, adjourned summonses, and general paper
Friday	22	General paper
Saturday	23	Petitions, short causes, and general paper
Monday	25	In Bankruptcy
Tuesday	26	General paper
Wednesday	27	Iditto
Thursday	28	Motions, adjourned summonses and general paper
Friday	29	General paper
Saturday	30	Petitions, short causes, and general paper
Monday	Feb. 1	In Bankruptcy

V.C. Hall's Court.

At Lincoln's-in.

Monday	Jan. 11	Motions, adjourned summonses, and general paper
Tuesday	12	General paper
Wednesday	13	Iditto
Thursday	14	Motions, adjourned summonses, and general paper
Friday	15	Petitions and general paper
Saturday	16	Short causes and general paper
Monday	18	General paper
Tuesday	19	Iditto
Wednesday	20	Iditto
Thursday	21	Motions, adjourned summonses, and general paper
Friday	22	Petitions and general paper
Saturday	23	Short causes and general paper
Monday	25	General paper
Tuesday	26	Iditto
Wednesday	27	Iditto
Thursday	28	Motions, adjourned summonses and general paper
Friday	29	Petitions and general paper
Saturday	30	Short causes and general paper
Monday	Feb. 1	General paper

N.B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

Any causes intended to be heard as short causes [before the Master of the Rolls, or either of the Vice-Chancellors] must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers be left in court with the judge's officer the day before the cause comes into the paper.

Further considerations will be taken [before the Master of the Rolls and before each of the Vice-Chancellors] as part of the general paper, in priority to original causes, that will not take precedence of any cause or matter that has already appeared in the paper.

Common Law Courts.

Court of Queen's Bench.

Sittings at Nisi Prius—In Term.

Midweek.

Tuesday	Jan. 12	Monday	Jan. 25
Monday	18		

No London sittings this Term.

AFTER TERM.

London.

Tuesday	Feb. 2	Tuesday	Feb. 16
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Court of Common Pleas.

Sittings at Nisi Prius—In Term.

Midweek.

Tuesday	Jan. 12	Monday	Jan. 25
Monday	18		

No London sittings this Term.

AFTER TERM.

London.

Tuesday	Feb. 2	Tuesday	Feb. 16
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Court of Exchequer.

Sittings at Nisi Prius—In Term.

Midweek.

Tuesday	Jan. 12	Monday	Jan. 25
Monday	18		

No London sittings this Term.

AFTER TERM.

London.

Tuesday	Feb. 2	Monday	Feb. 1
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THE GAZETTES.

Bankruptcy.

Gazette, Dec. 25.

To surrender at the Bankruptcy Court, Basinghall-street.
FAIRBANKS, WILLIAM FAUNTULLERY, Gresham-house, Old Broad-st.
 Pet. Dec. 21. Reg. Brougham. Sur. Jan. 15

To surrender in the Country.
DEAN, WILLIAM, farmer, Newfield-with-Langhar. Pet. Dec. 21.
 Reg. Marshall. Sur. Jan. 8

OSTOBY, JAMES, book maker, East Stonehouse. Pet. Dec. 21.
 Reg. Edmunds. Sur. Jan. 8

REICHARD, JAMES, victualler, Birmingham. Pet. Dec. 21. Reg.
 Chantler. Sur. Jan. 7

TURNER, CHARLES, commission merchant, Liverpool. Pet.
 Dec. 21. Reg. Watson. Sur. Jan. 13

WILKINSON, JOHN, draper, Warrington. Pet. Dec. 18. Reg. Nichol-
 son. Sur. Jan. 14

WILLIAMS, RICHARD, coal pit stoker, Pontnewynydd. Pet.
 Dec. 21. Reg. Kay. Sur. Jan. 7

Gazette, Dec. 29.

To surrender in the Country.
CLAUSEN, PETER HENRY, merchant, Newcastle-upon-Tyne. Pet.
 Dec. 21. Reg. Mortimer. Sur. Jan. 12

HILL, JOHN TOWN, ironfounder, Colne. Pet. Dec. 21. Reg.
 Hartley. Sur. Jan. 15

SCOTT, GEORGE, innkeeper, Thirsk. Pet. Dec. 15. Reg. Jeff-
 son. Sur. Jan. 15

BANKRUPTCIES ANNULLED.

Gazette, Dec. 22.

CONSTABLE, GEORGE WALTER, traveller, Mornington-rd.,
 Regent's-pk. May 27, 1874

GATHEUR, CHARLES, brewer, Birkenhead. Jan. 3, 1871

KAY, LEWIS, farmer, Hildesheim. Nov. 13, 1873

OSBORN, JOHN SPENCER FOLLETT, Jermyn-st. July 4, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 26.

ALBUTT, JOSEPH, draper, Birmingham. Pet. Dec. 21. Jan. 8,
 at three, at 37, Waterloo-st., Birmingham. Sol. Rowlands,
 Birmingham

ANDERSON, CHARLES, baker, Gloucester. Pet. Dec. 22. Jan. 12,
 at twelve, at offices of Sol. Cooke, Gloucester

ASH, JOHN JEMPRON, toy dealer, King's-rd., Chelsea. Pet. Dec.
 21. Jan. 14, at eleven, at office of Sol. Nutt, Brabant-off, Philip-
 lane

BARBER, WILLIAM TEASDEL, and **BUSTIN, BENJAMIN BISHOP**,
 opticians, Liverpool. Pet. Dec. 21. Jan. 7, at three, at offices of
 Gibson and Bolland, accountants, 10, South John-st., Liverpool.
 Sol. Smith, Liverpool

BARR, JOHN EWEN, brewer's traveller, Castle-villas, Muswell
 Hill. Pet. Dec. 21. Jan. 7, at two, at office of J. Dyte,
 accountant, 65, Fleet-st. Sol. Woodcock

BARTLEY, WILLIAM THROSWELL, innkeeper, Newport. Pet.
 Dec. 21. Jan. 8, at ten, at office of Sol. Moran, Newport

BEAUFY, WILLIAM, grocer, Wolverhampton. Pet. Dec. 21.
 Jan. 8, at eleven, at office of Sol. Barrow, Wolverhampton

BLAKINGTON, GEORGE FREDERICK, clerk in the dockyard, Sheer-
 ness. Pet. Dec. 21. Jan. 7, at eleven, at offices of Remnant and
 Penley, 12, Lincoln's-in-fields. Sol. Mole Sheerness

BRUTON, CHARLES, victualler, Hanham. Pet. Dec. 21. Jan. 8,
 at eleven, at office of W. Bowman, accountant, Gresham-
 chambers, Nicholas-st. Bristol. Sol. Roper, Bristol

BURTON, JAMES, beer retailer, Lane, at the Lecture Hall,
 Jan. 8, at three, at office of W. Edmunds, accountant, 46, Saint
 James's-st. Portsea. Sol. Blake, Portsea

CLARK, JOHN, draper, Sheffield. Pet. Dec. 21. Jan. 8, at two,
 at office of Sol. Turner, Sheffield

COLLINS, LIONEL, commission agent, Waterla. Pet. Dec. 22.
 Jan. 21, at half-past ten, at Mason's hall tavern, Masons'-avenue,
 Basinghall-st. Sol. Cottmann, Buckingham-st. Strand

CONNEY, JAMES FREEMAN, boot and shoe dealer, Garston, and
 Prescott. Pet. Dec. 21. Jan. 21, at three, at office of P. Vine,
 accountant, Imperial-chambers, 22, Dale-st., Liverpool. Sol.
 Lumb, Liverpool

COOK, SAMUEL RICHARD, sponge dealer, Princess-st., Leicester-
 sq. Pet. Dec. 21. Jan. 8, at two, at the Guildhall tavern,
 Great-st. Dec. 21. Jan. 8, at two, at office of Sol. Moran, Newport

CUNLIFFE, JAMES, commission merchant, Gracechurch-st. Pet.
 Dec. 21. Jan. 21, at two, at office of Sol. Lewis and Lewis, Ely-
 pi, Holborn

CURSON, WILLIAM HENRY, grocer, Stoke-on-Trent. Pet. Dec. 15.
 Dec. 21. Jan. 8, at three, at office of Sol. Moran, Newport

DANZIGER, EMANUEL, commission agent, Gulliford-st., Russell-
 sq. and Leeds. Pet. Dec. 21. Jan. 8, at two, at office of Sol.
 Messrs. Gresham, Basinghall-st.

DENNY, JOHN THOMAS HERVEY, assistant engineer in the
 Royal Arsenal, Woolwich. Pet. Dec. 19. Jan. 8, at three, at
 Greenwith. Sol. Marsden, Old Cavendish-st., Cavendish-sq.

ELLIOTT, WILLIAM HUGH, corn dealer, King-st., Borough. Pet.
 Dec. 18. Jan. 8, at two, at office of Sol. Kennedy, Warwick-st.

FERGUSON, CHARLES AUGUSTUS, riding school manager, Edith-
 villas, North End-rd., Fulham, and Holland Park-rd., Kenning-
 ton. Pet. Dec. 10. Jan. 4, at eleven, at office of Sol. Pigeon
 and Masters, 12, George-st., Westminster

GODFREY, WILLIAM, wine keeper, Liverpool. Pet. Dec. 23. Jan.
 8, at three, at office of Sol. Rifson, Liverpool

GODLEY, HENRY, greengrocer, Brighton. Pet. Dec. 23. Jan. 12,
 at three, at office of Sol. Goodman, Brighton

GREEN, HENRY LYNN, grocer, 18, Albert-rd., North
 Woolwich. Pet. Dec. 21. Jan. 7, at three, at offices of Nicholls
 and Leatherdale, accountants, 14, Old Jewry-chambers. Sol.
 Messrs. Plesse, Old Jewry-chambers

HALL, SAMUEL JAMES, merchant's clerk, Birmingham. Pet.
 Dec. 21. Jan. 13, at three, at office of Sol. Brougham, Birming-
 ham

HAY, JOHN, jun., trimming manufacturer, Groombridge-rd.,
 South Hackney. Pet. Dec. 21. Jan. 11, at eleven, at office of
 Sol. Bryant, Winchester-house, Old Broad-st.

HENDERSON, JAMES, crystal merchant, Brighton. Pet. Dec. 19.
 Jan. 18, at eleven, at 17, Great James-st., Bedford-row. Sol. Good-
 man, Brighton

HENSHALL, GEORGE UNWIN, grocer, Salford. Pet. Dec. 17. Jan.
 8, at three, at offices of Sol. Allen, Prestage, and Halkyard, Man-
 chester

HITCH, GEORGE, bargemaker, Ware. Pet. Dec. 23. Jan. 11, at
 twelve, at office of Sol. Foster, Ware

HOLLEDGE, AARON, publican, South Norwood. Pet. Dec. 19.
 Jan. 12, at eleven, at office of Sol. Watson, Southampton-bldg.,
 Chancery-lane

HOOK, ROBERT, spoke manufacturer, Monmouth. Pet. Dec. 15.
 Jan. 8, at two, at office of Sol. Williams, Monmouth

HUGHSON, GEORGE LEWIS, dressing case maker, Fenchurch-st.,
 and Fenchurch-st., Kenting-st. High Dec. 21. Jan. 12, at two,
 at office of Sol. Newson and Co., 1, Wardrobe-pi., Doctors'-com-
 mons

HUMPHREY, ANNIE, innkeeper, Bala. Pet. Dec. 17. Jan. 11, at
 three, at office of Sol. James, Corwen

JACOBS, JOSEPH, broker, 18, King-st., Deptford. Pet. Dec.
 12. Jan. 4, at two, at office of Barton and Drew, 55, Fore-st.
 Sol. Barton, Fore-st

JAMES, BENJAMIN ROBERT, wine merchant, Duke-st., St. James's
 and Fulham-rd., Brighton. Pet. Dec. 16. Jan. 7, at three, at
 office of Sol. Seale, Lincoln's-in-fields

JOHNSON, JOHN ST. JOHN STURLEY, Newlyn. Pet. Dec. 21. Jan.
 7, at eleven, at office of Sol. Trythall, Penzance

KELLITT, AMOS, collier, Wibsey. Pet. Dec. 21. Jan. 5, at eleven,
 at office of Sol. Dawson and Greaves, Bradford

KEYSON, JOHN, grocer, Barborough. Pet. Dec. 21. Jan. 8, at
 four, at office of Sol. Gee, Chesterfield

LAWES, ROBERT CURRIE, seed merchant, Helgham, in Norwich.
 Pet. Dec. 14. Jan. 5, at twelve, at Registrar of the County Court,
 Norwich

MORGAN, MORGAN, common brewer, Merthyr Tydfil. Pet. Dec.
 23. Jan. 8, at one, at office of Sol. Beddoe, Merthyr Tydfil

NORRIS, THOMAS, cabinet maker, Robert-st., Bethnal-green. Pet.
 Dec. 21. Jan. 8, at a quarter-past ten, at office of J. Rowland,
 accountant, 12, Globe-rd., Mile-end. Sol. Hicks, Globe-rd., Mile-
 end

OSBURN, EDWARD, brewer, Sheerness. Pet. Dec. 21. Jan. 6, at
 eleven, at office of Sol. Mole, Sheerness

PEGLAR, GEORGE, farmer, Howley. Pet. Dec. 23. Jan. 3, at one,
 at office of Sol. Smith, Gloucester

PRIESTMAN, THOMAS, publican, South Stockton. Pet. Dec. 23.
 Jan. 8, at three, at office of Sol. Draper, Stockton

PROSSER, WILLIAM JAMES, wine merchant, Mark-la, and
 Mincingla. Pet. Dec. 18. Jan. 12, at three, at office of Sol.
 Lawrence, Plews, Boyer, and Baker, Old Jewry-chambers

PURVEY, WILLIAM, engine driver, Northampton. Pet. Dec. 19.
 Jan. 4, at eleven, at office of Sol. Jeffrey, Northampton

QUILL, JAMES BURNING, best dealer, Brixton-rd., and Den-
 mark-hill, Camberwell. Pet. Dec. 23. Jan. 12, at three, at the
 Guildhall tavern, Gresham-st. Sol. Newman and Nicholson

RANKIN, HENRY POLEFLEX, and **DIXON, REGINALD BARNBROG**,
 merchants, Liverpool. Pet. Dec. 23. Jan. 11, at two, at offices
 of Sol. Dawson and Greaves, Bradford

RATCLIFFE, JOHN, architect and surveyor, Stafford. Pet. Dec.
 17. Jan. 4, at three, at the Dolphin hotel, Gae-gate-st., Stafford

REID, EDWARD WILLIAM, fancy box manufacturer, Cherry Tree
 ct., Aldersgate-st. Pet. Dec. 12. Jan. 5, at three, at office of
 Sol. Cooper, 5, Charing-cross

RIDLEY, HENRY JOHN, jeweller, Manchester. Pet. Dec. 21. Jan.
 8, at three, at offices of Messrs. Taylor and Bateson, 24, North
 John-st., Liverpool. Sol. Messrs. Bateson Liverpool

RITCHIE, THOMAS, quarryman, Coed-y-nant, Merioneth. Pet. Dec.
 7, at twelve, at office of Sol. Wilks, Cocker-mouth

SAYER, JOHN THOMAS, confectioner, Portsea. Pet. Dec. 23. Jan.
 8, at eleven, at offices of J. Waincoat, accountant, 5, Union-
 st., Portsea. Sol. Walker, Landport

SCANAVI, ALEXANDER LAURENCE, merchant, Liverpool. Pet.
 Dec. 22. Jan. 6, at two, at office of Messrs. Stead, Taylor, and
 Bateson, Liverpool

SIMPSON, WILLIAM, commercial traveller, King's-rd., Chelsea.
 Pet. Dec. 23. Jan. 14, at twelve, at office of Sol. Presswell, 4,
 Old Jewry

SISMON, JOHN, farmer, Pocklington. Pet. Dec. 19. Jan. 6,
 at half-past eleven, at office of Sol. Burland and Son, Market,
 Weighton

SKINNER, HENRY, printer, Warwick-la, and Ivy-cottage, Nursery-
 rd., Brixton. Pet. Dec. 21. Jan. 11, at two, at the Law Institution,
 Chancery-lane, Sol. Greatorex

SULLY, CHARLES, merchant, Manchester. Pet. Dec. 21. Jan.
 13, at eleven, at the Clarence hotel, Spring-gardens, Manchester.
 Sol. Rylance, Manchester

SUTCLIFFE, RICHARD, waste dealer, Halifax. Pet. Dec. 22. Jan.
 9, at three, at office of Sol. Rhodes, Halifax

TAYLOR, DAVID BERTENSHAW, woollen draper, Saddleworth.
 Pet. Dec. 21. Jan. 5, at three, at offices of Messrs. Leary and
 Leary, Buxton-rd., Huddersfield. Sol. Blackburn, Oldham

THOMAS, WILLIAM, jun., carpenter, Treherbert. Pet. Dec. 19. Jan.
 7, at twelve, at the New Inn hotel, Pontypridd. Sol. Thomas,
 Pontypridd

TILLOTSON, SAMUEL WILLIAM, Birmingham. Pet. Dec. 22. Jan.
 21, at three, at office of Sol. Messrs. Rowlands and Bagnall, Bir-
 mingham

TOWERS, THOMAS, grocer and draper, Navenby. Pet. Dec. 21.
 Jan. 8, at three, at office of Sol. Hughes and Son, Lincoln

WHITAKER, THOMAS, tailor, Bradford. Pet. Dec. 23. Jan. 9, at
 ten, at office of Sol. Messrs. Terry and Robinson, Bradford

WHITFIELD, WILLIAM, plumber, Bideston. Pet. Dec. 22. Jan.
 8, at eleven, at office of Sol. Watts, Ipswich

WILLIAMSON, JOHN, and **WILLIAMSON, JOSEPH**, shoe dealers,
 Barrow-in-Furness. Pet. Dec. 22. Jan. 11, at eleven, at the
 Ship hotel, Barrow-in-Furness. Sol. Thompson

Gazette, Dec. 24.

ABBOTT, JOHN, boot manufacturer, Lillingston-st., Pimlico. Pet.
 Dec. 21. Jan. 14, at two, at office of Sol. Norris, Great James-st.
 Bedford-row

ADAMS, JEREMIAH, insurance broker, Manchester. Pet. Dec. 23. Jan. 15, at three, at office of Sol.
 Rowley, Faze, and Rowley, Manchester

ATKINSON, THOMAS, greengrocer, Barrow-in-Furness. Pet. Dec.
 24. Jan. 13, at eleven, at Sharp's hotel, Strand, Barrow-in-
 Furness

BEATHAM, HENRY, bookseller, Kingston-upon-Hull. Pet. Dec.
 22. Jan. 11, at half-past four, at the Turk's Head Inn, Grey-st.,
 Newcastle-upon-Tyne. Sol. Summers, Hull

BROWN, MATTHEW HENRY, auctioneer, Kenilworth. Pet. Dec.
 23. Jan. 8, at eleven, at the Castle hotel, Coventry. Sol. Buller,
 Birmingham

CARRUTHERS, ANDREW, and **GIBSON, JOSIAH**, drapers, Liver-
 pool. Pet. Dec. 24. Jan. 12, at twelve, at office of Sol. Car-
 ruther, Liverpool

COULTON, WILKINSON, stuff manufacturer, Harden, nr. Bingley.
 Pet. Dec. 21. Jan. 11, at eleven, at office of Sol. Burnley

CROWTHER, GEORGE, blanket manufacturer, Heckmondwike, in
 par. of Birstal, York. Pet. Dec. 24. Jan. 11, at half-past two,
 at the Birstal Hotel, Refreshment Rooms, Birstal. Sol.
 Ibberson, Heckmondwike

CULLEN, EDWARD, builder, Saint Lawrence, Isle of Thanet. Pet.
 Dec. 18. Jan. 5, at three, at the Bull and George Hotel, High-
 st., Ramsgate. Sol. Messrs. Sankey, Ramsgate

ELSTON, T. EDWARD, hotelier, Bury. Pet. Dec. 23. Jan. 16,
 at eleven, at office of Sol. Harrison, Lincoln

EMBLEIN, ROBERT, grocer, Saint Leonard-st., Bromley. Pet.
 Dec. 24. Jan. 15, at two, at office of Sol. May, Princes-st.,
 Spital-sq.

FAREBROTHER, FERDINAND WILLIAM, cornfactor, Great Tow-
 er-st. Pet. Dec. 23. Jan. 23, at eleven, at office of Sol. Crook and
 Smith, Fenchurch-st.

FAULKNER, ISAIAH, contractor, Ferry Hill Station. Pet. Dec.
 23. Jan. 8, at two, at office of Sol. Birtall, jun., Durham

FIRTH, JOSIAH, and **FIRTH, JOB**, contractors, Rawden, nr.
 Leeds. Pet. Dec. 24. Jan. 14, at four, at the Stansfield Arms
 hotel, Apperley-bridge, nr. Leeds. Sol. Hartley, Otley

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 at eleven, at office of Sol. Shawcross, Oldham

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 at three, at office of Sol. Taylor, Scarborough

GIBSON, NINIAN, shipbuilder, North and South Hylton. Pet.
 Dec. 24. Jan. 12, at three, at office of Sol. Moore, Sunderland

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 8, at eleven, at office of Sol. Addenbrooke, Middlesbrough

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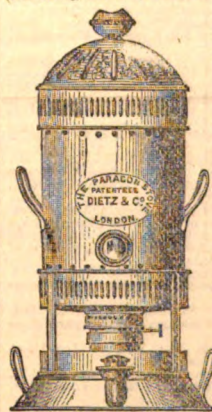
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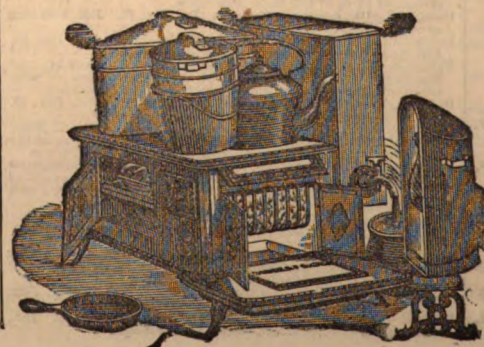
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given. There are certain well known rules adopted by the court on applications to administer interrogatories. There must be no fishing questions; there must be no attempt to discover what exclusively constitutes the defence. The present application certainly violated none of these rules. "The matters," says Lord COLERIDGE, "upon which the plaintiffs seek to interrogate the defendants, are so essential to the maintenance of their case, and so exclusively within the knowledge of defendants, that the interrogatories ought to be allowed." The justice of this decision is apparent. The interrogatories were absolutely necessary to enable the plaintiffs to meet the defence set up by the defendants.

We had supposed that the advisability of transferring the business of the County of Surrey to London was a settled matter, beyond the sphere of argument. The RECORDER of GUILDFORD, however, would foster the agitation in favour of retaining things as they are. We were congratulating the public on the advantages which would result generally from a removal of the business to London; but we are now told that all this is a mistake. Mr. NORTON suggested that the interests and convenience of the Bar have been alone consulted in the matter. Surely this is very absurd in the face of the statements of Baron BRAMWELL, who is far above any suspicion of sacrificing public to private interests. Let anyone consider for a moment the state of the business at the last assizes held at Brighton. There were fourteen prisoners, all told; yet to try these prisoners, the majority of whom might well have been tried at quarter sessions, a Judge goes down from London, a number of jurymen are summoned, more than a score of counsel attend, and there is an unnecessary expenditure of time and money. We have so often referred to this question that we content ourselves with remarking that its ultimate settlement will depend no more upon the convenience of the Bar than upon the wishes of county magnates, but will be rather the result of a consideration of the wants and requirements of the public.

The near approach of Hilary Term brings with it the usual lists of causes *in banco*, and the list of "new trials" is, we believe, unusually long. We understand that much inconvenience has been caused from time to time by the manner in which the "new trial paper" is disposed of. From the table of the business ordinarily transacted in the respective courts (for which see Chitty's Archbold's Practice, vol. i., p. 177), it appears that the new trial paper is in all the courts taken after motions, never having a whole day allotted to it, as is the case with the special paper in the Common Pleas and Exchequer, and with the special paper and crown paper in the Queen's Bench. The result is often painful to all concerned. Motions are from their nature quite uncertain both in number and length, so that parties expecting the argument of a "new trial" will often be kept waiting fruitlessly many whole days. And it must be borne in mind that every single case which appears in the new trial paper is technically liable to be called on upon each of the days set down for "motions and new trial paper;" that is, upon four days of the week in the courts of Common Pleas and Exchequer. Finally, a new trial argument will perhaps be twice part heard, or disposed of before two judges in "sittings after term" in an upper chamber destitute of all books of reference, the greater portion of the days upon which the new trial argument had been expected to come on having been occupied by the discussion before a full court of motions of little consequence, necessitating no books of reference at all. We believe the cause of the evil to be that the present table of business was originally settled at a period when new trial arguments were far more rare than is now the case. However that may be, we hope that something may be done, even before the eventful 2nd Nov. 1875, to remedy the serious inconveniences to which we refer. "It need hardly be added," observes the learned editor of Archbold's Practice, after giving an accurate statement of routine business *in banco*, "that the order in which business shall be disposed of is under the control of the court." Why should not one day in the week be devoted wholly to the new trial paper?

The Law and the Lawyers.

We have more than once lately called attention to the decisions of the Courts of Law upon the admissibility of interrogatories, and we now wish to make a few remarks about the decision in *Hills v. Watts* (31 L. T. Rep. N. S. 407; L. Rep. 9 C. P. 688). Certain executors having brought an action against the makers of a promissory note which was given to the testator, the defendants pleaded as to part of the claim payment to the testator during his lifetime, and the question was raised whether the plaintiffs might interrogate the defendants as to the time and place at which, and the circumstances under which the alleged payment took place. The requisite permission was

VOL. LVIII.—No. 1658.

It might be expected that in our day the question as to what portions of a testator's estate are liable primarily to the payment of his debts, and in what order different kinds of property are applicable for this purpose, is one settled once and for ever, so as to render further judicial decision unnecessary. The questions which may arise in the construction of particular wills on this point, as well as on others, are of course inexhaustible. But the latter class of difficulties is distinct from the former, and it does not appear, to judge from the decision of Vice-Chancellor MALINS in the recent case of *Gowan v. Broughton* (W. N. Nov. 21), that the general question is as yet perfectly clear. The point was raised in this case whether the residuary bequest of personal estate which had lapsed by the death of the legatee, and had therefore become undisposed of, was liable to pay testamentary expenses and debts to the exoneration of personal estate specially bequeathed. In the VICE-CHANCELLOR'S view of the

struction of this will the point did not actually arise. His remarks, therefore, must be considered *obiter dicta*. They are fortunately, however, unquestionably sound. He had recently decided that undisposed of real estate must be applied to pay the costs of an administration suit in preference to personal estate effectually disposed of. The old rule was that a descended real estate exonerated a specifically devised estate, and if that was the rule with regard to real estate he could see no reason why it should not apply equally to personal estate. He was of opinion, therefore, that a similar rule held good as between lapsed personal estate and specific bequests actually received. There can be no doubt of the correctness of the learned Judge's statements. But we scarcely see the point of his concluding remark that any cases in which a contrary decision had been come to would be found to have proceeded on the principle that, in the first instance, there was a charge of debts upon the whole property. No doubt a different rule would prevail if a testator expressly charged specific devises and bequests equally with the residue. But a mere general charge on all a testator's estate would certainly not produce that effect. "The true rule," said Lord CRANWORTH, "deducible from *Spong v. Spong* (1 You. & J. 300) is that a mere charge of legacies on the real and personal estate (and 'on all the real and personal estate;' must mean exactly the same thing) does not of itself create a charge on any specific devise or bequest." Upon this Mr. Jarman (2 Wills 576) remarks that since the statute 1 Vict. c. 26 the same result would follow *à fortiori*.

WE are glad to find that the views which we expressed some months ago (LAW TIMES, July 25, 1874) upon the decision of Vice-Chancellor BACON in the case of *Lancefield v. Iggulden* (30 L. T. Rep. N. S. 156) have been confirmed by the LORD CHANCELLOR and the LORDS JUSTICES (Weekly Notes, Dec. 26). We may now regard a long agitated question as set at rest, the question namely whether a residuary devise is still specific. The VICE-CHANCELLOR decided that in the administration of a testator's estate, the specific devisees were not liable to contribute to the payment of debts until the real estates comprised in the residuary devise are exhausted, in other words, that a residuary devise was not specific. As the LORD CHANCELLOR observed there is a conflict of authority: Vice-Chancellors STUART and HALL and LORD HATHERLEY, when he was a Vice-Chancellor, having decided in favour of the specific character of a residuary devise; and Vice-Chancellor KINDERSLEY and LORD ROMILLY, M.R., against it. Vice-Chancellor BACON, however, quoted neither of the two latter authorities, but quoted a case which, as we showed, had no bearing upon the question at issue, the case of *Tombs v. Rich* (2 Coll. 490). As we remarked, that case does not affect the position of the residuary devisee, but is based on the distinction since abolished between simple contract and specialty creditors. We are the more astonished at the VICE-CHANCELLOR's quoting that case, inasmuch as Vice-Chancellor KNIGHT BRUCE, in his judgment, expressly disclaims any intention of touching the question before us. "Without intimating," he says, "... whether for any purpose now under consideration, there is a difference between a residuary devise of real estate and a devise of real estate not residuary, I may say that in my judgment not any portion of the real estate in the present case ought to be treated as otherwise than particularly devised." The present LORD CHANCELLOR, following the decision of Lord CHELMSFORD in *Hensman v. Fryer* (L. Rep. 3 Ch. 420), of which he speaks in terms very different from the contemptuous language of Vice-Chancellor MALINS (*Dugdale v. Dugdale*, L. Rep. 14 Eq.), decided in accordance with the opinion which we expressed, and based his judgment on the principle which we cited, that a statute cannot be interpreted to make a greater change in the law than is absolutely required by its terms. "The only effect," he said, "of the Wills Act was to give a will a continuing operation as if repeated immediately before death, and that there was nothing to alter the effect of the residuary devise in any other respect."

LANDLORDS and tenants will be equally interested in the case of *Kelly v. Paterson* (30 L. T. Rep. N. S. 342). An action of ejectment was brought by the plaintiff under the following circumstances: Certain premises were let by the owner in fee on a lease expiring at Midsummer 1866. During his tenancy, the intermediate lessee underlet to the defendant on a lease from year to year commencing at Michaelmas. At Michaelmas 1866, the defendant was in possession, at that time the lease of his immediate lessor, and consequently his own lease, came to an end. The owner in fee then let the premises on a new lease to the present plaintiff, who, instead of entering, left them in the occupation of the defendant. The latter paid the plaintiff a sum equal to a quarter's rent on the terms on which he had held the premises, as rent from Midsummer to Michaelmas 1866, when the plaintiff insisted upon an increase of £5 per annum on the rent. This increased rent was paid by the defendant. In Dec. 1873, the plaintiff gave the defendant a six months' notice to quit at Midsummer. The defendant refused to quit on the expiration of the time, and this action was brought. The question at issue was put by Mr. Justice BRETT thus:—"Is it a true proposition of law to

say that wherever one is in possession of land or premises as tenant, and his tenancy comes to an end either by efflux of time or by the death or end of title of his lessor, so that either his own lessor, or the representative of his lessor, or any independent owner of property can without notice eject him, and the person entitled to eject him does not do so, but receives rent from him without explanation or stipulation, the person so receiving rent is to be assumed to have adopted the person so in possession as his tenant upon the terms on which that man held in the demise originally made to him?" This question was decided in the affirmative. As remarked by his Lordship, the difficulty involved in a negative is that the owner does adopt the person in possession as his tenant, and if it is not to be assumed that he adopts him as tenant on the terms on which he held, there seems to be no other terms on which he can have adopted him. Besides there are cases which distinctly support the affirmative: (*Doe d. Jordan v. Ward*, 1 H. Bl. 98; *Berrey v. Lindley*, 7 T. R. 478.) Certainly it is very satisfactory to have another of the many perplexing questions in the law of landlord and tenant settled.

How far must the words in a will by which a legacy is bequeathed be an exact technical description of the thing intended to be bequeathed? This question, which with many others of a like nature, frequently arises out of the conflict between rigid rules and the benevolent feelings of the Court of Chancery in interpreting the words of wills, has lately been decided by the MASTER of the ROLLS in one way and by the LORD CHANCELLOR and LORDS JUSTICES in another: (*Morrice v. Aylmer*, W. N. 28th Nov. and 26th Dec.) By his will G. W. AYLMEER bequeathed "all such stock in the public funds and shares in any railway company of which I may die possessed." At the date of this will, and also at his death, the testator was the registered proprietor of 6300l. ordinary stock and sixty-three "new" shares of 12l. 10s. each in the London and North-Western Railway Company. The question was whether the 6300l. passed by the bequest. The MASTER of the ROLLS held, following *Oakes v. Oakes* (9 Hare 666), that the stock did not pass. The decision of Sir G. J. TURNER, then Vice-Chancellor, in that case, though held to be binding by the MASTER of the ROLLS, was not, as a decision of a Judge of first instance, held finally authoritative by the LORD CHANCELLOR, who, basing his judgment on popular language, by which holders of stock in railway and other "joint-stock" companies are properly enough termed "shareholders," held that the 6300l. did pass by the bequest of shares. We are inclined to agree in the judgment of the Court of Appeal, although the testator had both "shares" and "stock" at his decease, because a man for the purpose of estimating his property would naturally regard under one head, and describe by a single term, all money invested in the same concern. We are not, however, quite sure whether the LORD CHANCELLOR's judgment in the present case is absolutely irreconcilable with *Oakes v. Oakes*, though the distinction between them, if any, is rather minute. In that case a testator bequeathed all his Great Western Railway shares, and all other the railway shares of which he should be possessed at the time of his decease. At his death he had a considerable number of "shares," but no "stock;" in the present case there were both "shares" and "stock." Between the date of the will and the testator's death, some of the "shares" were converted into "stock," and other "stock" was purchased. This is another point of difference from the present case, in which there was no change. And in *Oakes v. Oakes*, the Vice-Chancellor decided that the "shares" converted into "stock" did pass by the bequest of "shares" therein agreeing with the present Lord Chancellor, but that the subsequently acquired "stock" did not pass. Although a will now speaks from the death, and although such words be used as "all the shares of which I may die possessed," a testator can only have present in his mind the property of which he is possessed at the time of making his will; and there are good grounds for requiring that subsequently acquired property shall more exactly answer to the designations employed by a testator, than what he possesses at the time of framing the instrument, especially when the unavoidable haste with which wills are made is taken into consideration. It is quite possible, therefore, that in future cases exactly analogous, *Oakes v. Oakes* may be followed in preference to *Morrice v. Aylmer*, though the latter in its general principle is unquestionably the sounder decision.

THE Privy Council has recently given a decision of great practical importance in all cases where damage has been caused to neighbouring property by the bursting of a tank or reservoir. The decision to which we allude will be found in the case of *The Madras Railway Company (apps.) v. The Zemindar of Carvatenagarum* (resp.) (L. Rep. 1, Ind. App. 364). It appears from the evidence that some portion of the Madras railway ran through the above zemindary. At different times in 1865 and 1866 certain tanks belonging to the zemindar burst, the water escaped, and the appellants suffered great damage, by the destruction of a bridge, by the consequent suspension of traffic, and in other ways. There seemed to be no doubt that the tanks were absolutely necessary

for the cultivation of the land, which is hilly, requiring also a supply of water to be kept for the purpose of irrigation. For three or four days before the bursting of the tanks there had been heavy rains, which at times amounted to a tempest more severe than had been known for many years. These rains were the proximate cause of the bursting of the tanks. For the appellants it was urged that if all the tanks had had properly constructed outlets they would not have burst, to which the respondent replied that as he had taken every reasonable and proper precaution to prevent the occurrence of ordinary accidents, he was not liable for an extraordinary accident. The CHIEF JUDGE of the High Court of Madras, in affirming the decision of the court below, which was adverse to the present appellants, summed up the conclusions of that court, and agreed in distinguishing *Fletcher v. Rylands* (11 H. of L. Cas. 642). The judgment of the Privy Council was delivered by Sir R. COLLIER. His Lordship stated the issues to be, first, whether the injuries complained of were the result of *vis major*, or the act of God, or other influences beyond the defendant's control; secondly, whether defendant is liable for any, and if so what, damages sustained by the plaintiffs. The *ratio decidendi* in *Fletcher v. Rylands* was given in the House of Lords, by Lord CRANWORTH, in the following terms: "If a person brings and accumulates on his land anything which, if it should escape, may cause damage to his neighbour, he does so at his peril. If it does escape and cause damage, he is responsible, however careful he may have been, and whatever precautions he may have taken to prevent the damage. . . . For when one person, in managing his own affairs, causes, however innocently, damage to another, it is obviously only just that he should be the party to suffer. He is bound *sic uti suo ut non ledat alienum*." But, as his Lordship pointed out, this principle does not govern the present case. The tanks are ancient; the zemindars have no power to do away with them; whilst the duty of maintaining them is imposed by reason of the tenure of the land. In conclusion, their Lordships held that the duty of the defendant to maintain the tanks was a duty of very much the same description as that of the railway company to maintain their railway; and that if the banks of his tank are washed away by an extraordinary flood, without negligence on his part, he is not liable. It will be observed how much importance was attached to the fact that the respondent was not free to do as he liked with the tanks. He was bound to maintain them; the very existence of the ryots demanded this. Under such circumstances it would be a very hard law which made him liable not only for his negligence, but also for the consequences of extraordinary circumstances which he could not in any way foresee, and which if foreseen could not be prevented.

DIGEST OF THE BANKRUPTCY DECISIONS OF 1874.

We purpose giving in a series of articles an alphabetical digest of the decisions on the law of bankruptcy that have been reported in the past year. We begin with the subject of Adjudication.

ADJUDICATION.

When a creditor presents a petition for adjudication of bankruptcy against his debtor, and obtains the appointment of a receiver under sect. 13 of the Bankruptcy Act 1869, such appointment is made with a view to the benefit of all the creditors, and an arrangement by which the debtor, with the consent of the receiver, pays the debt of the petitioning creditor, and the latter withdraws his petition, will not be allowed to stand as against the other creditors, but the petitioning creditor will be ordered to refund the amount paid to him under the arrangement with interest: (*Ex parte Jay, re Powis*, 27 L. T. Rep. N. S. 854; L. Rep. 9 Ch. 133.)

Where a debtor knows that the necessary consequence of his going abroad will be to defeat or delay certain creditors, he will be held to have gone abroad with intent to defeat or delay his creditors, and will be adjudicated a bankrupt accordingly: (*Ex parte Banner, re Keyworth*, 30 L. T. Rep. N. S. 620; L. Rep. 9 Ch. 379.)

After an adjudication in bankruptcy the creditors at an adjourned first meeting held under a petition for liquidation which had been filed by the bankrupt pending the hearing of the bankruptcy petition, resolved on liquidation by arrangement, and that an application should be made to the court to annul the adjudication; and it was held that the court had jurisdiction under the 266th Bankruptcy Rules 1870, to annul the adjudication: (*Ex parte Ashworth; Re Hoare*, 30 L. T. Rep. N. S. 906.)

A creditor who presents a petition for adjudication against his debtor, and proves all the necessary requisites under sect. 8 of the Bankruptcy Act 1869, is entitled, *ex debito justitiæ*, to an order of adjudication, and is not bound to accept any offer of payment which the debtor may then make: (*Ex parte Boss; Re Whalley*, 30 L. T. Rep. N. S. 477; L. Rep. 18 Eq. 375). In sect. 87 of the Bankruptcy Act 1869, the words "bankruptcy petition" include a petition for liquidation, and under proceedings for a liquidation, the appointment of a trustee is for the purposes of that section, equivalent to an adjudication of bankruptcy under a bankruptcy petition: (*Ex parte James; Re Condon*, 30 L. T. Rep. N. S. 773.)

When the sheriff has levied execution by seizure and sale of a trader's goods for a debt exceeding £50, and notice has

been served upon him within the period of fourteen days from the sale, that a petition for liquidation has been presented by the trader, but the creditors hold meetings and separate without passing any resolution, then the sheriff may, on the expiration of the fourteen days, without any further notice of a bankruptcy petition, pay over the proceeds of sale to the execution creditor, who is entitled thereto, although the debtor is subsequently adjudicated a bankrupt on a bankruptcy petition founded on the declaration of insolvency contained in the liquidation petition: (*Ibid.*) When the passing of a resolution in favour of a composition has been obtained by the vote of a creditor who has purchased the debt, in respect of which he votes, in order to vote in favour of the composition, such a fraud taints the whole of the proceedings for a composition, and the court will make an order of adjudication in bankruptcy against the debtor on the petition of a duly qualified creditor, in spite of the pendency of the proceedings for a composition: (*Ex parte The Fore-street Warehouse Company (Limited); Re Burrs and Company*, 30 L. T. Rep. N. S. 624.)

A married woman who has no property belonging to her for her separate use is not liable under the 12th section of the Married Woman's Property Act 1870, to be made bankrupt; but *quære*, whether a married woman who has property belonging to her for her separate use is so liable: (*Ex parte Holland; Re Heneage*, 30 L. T. Rep. N. S. 106.)

Where an order of adjudication of bankruptcy has been made against a debtor, with a stay of proceedings until after the first meeting of the creditors summoned by the debtor who has filed a petition for liquidation, and the creditors have at such meeting duly resolved to accept a composition, and have confirmed that resolution at a second meeting, the court has power, under the 266th of the Bankruptcy Rules 1870, to annul the order of adjudication. But *quære* whether the court can do so in the case of a simple order of adjudication, without any reference to the proceedings under the petition for liquidation: (*Ex parte Sir Wm. Foster; Re Pooley*, 30 L. T. Rep. N. S. 397.)

After a petition in bankruptcy had been presented against him, but before any order had been made upon it, a debtor filed a petition for liquidation of his affairs by arrangement. Subsequently, with the consent of the petitioning creditor, an order of adjudication was made with a stay of proceedings until after the first meeting of the creditors. At that meeting resolutions to accept a composition were duly passed, and were confirmed at a second meeting, and afterwards registered, the proceedings under the adjudication having meanwhile been stayed by further orders on the application of the debtor, it was ordered that the adjudication be annulled. (*Ibid.*)

A debtor having given notice to dispute the petitioning creditor's debt, under a petition filed against him, did not attend at the time appointed for the hearing, but a few minutes afterwards the registrar received a telegram stating that counsel was on his way to the court, and would shortly arrive to appear for the debtor. The registrar waited ten minutes, and then no one being present on behalf of the debtor, adjudicated him a bankrupt. Ten minutes afterwards the debtor, attended by his solicitor and counsel, arrived, but the registrar refused to re-open the matter. Held, on appeal, that there had been undue haste in the proceedings, and that the petition must be remitted to the court below to be heard on its merits: (*Ex parte Phillips, re Phillips*, 31 L. T. Rep. N. S. 416.)

Where a petition contained a general allegation that the debtor had made a fraudulent conveyance of his property, and that allegation was unsupported except by the simple affidavit in the form given in the schedule to the rules "that the statements in the petition are true," it was held on appeal that the proceedings were irregular, notwithstanding that the debtor had given no notice to dispute, and did not appear at the hearing of the petition, and that the formal affidavit, though sufficient to support the filing, had nothing to do with the hearing of the petition, and the proofs and the requisites to support an adjudication: (*Ex parte Lindsay; re Lindsay*, 31 L. T. Rep. N. S. 415.)

The 12th section of the Bankruptcy Act 1869, which limits the remedy against the property or person of an adjudicated bankrupt, in respect of a provable debt, to the manner directed by the Act, does not prevent an action being brought for such debt. Plaintiff contracted to repair a boiler belonging to the defendant. During the performance of the contract the defendant was adjudicated bankrupt. Plaintiff, without knowledge of the adjudication, obtained a bill of exchange as security for the amount due for his labour. Defendant did not obtain his discharge. Held that the adjudication in bankruptcy, without an order of discharge, was no answer to an action on the bill: (*Marshall v. King*, 31 L. T. Rep. N. S. 571.)

THE BUILDING SOCIETIES ACT (37 & 38 VICT. c. 42).

DURING last session the Royal Assent was given to several Acts designed to make amendments in, or to consolidate parts of the *corpus juris* which fall within the province of legal practitioners: *es. gr.*, for the contracts of infants, the limitation of claims to real property, vendors and purchasers, the leases and sales of settled

estates, the property of married women, and the constitution and privileges of building societies.

One of the most useful measures, though not the most ambitious, is the 37 & 38 Vict. c. 42, intitled an Act to consolidate and amend the Laws relating to Building Societies.

To the Earl of Selkirk is attributed by some the promotion, in 1815, of the first building society. Our Scotch friends seem to have been the first to appreciate the benefits of the co-operative principle, which introduced amongst prosperous classes the system of clubbing together periodical savings, with the purpose of assisting one another in the purchase of small allotments of land, and in purchasing or erecting houses suited to their means. They were thus enabled to divide amongst themselves the profits which otherwise would have gone into the pockets of the landlord or of the land and house agent.

In 1836 these societies had become so numerous in England, Scotland, and Ireland, that the Legislature sanctioned a public measure to confer upon them certain privileges, and to regulate their proceedings. The Act, though short, was wanting in logical clearness; it was complicated by incorporating, by reference, the Friendly Society Acts; and it consequently called forth some very severe strictures from the Judges. Lord Cranworth said of the language defining what a building society is, that "it is so excessively confused that looking at it grammatically, it is unintelligible."

Nevertheless the societies increased among the working classes. By degrees the wealthy made large investments in, or deposits with them. Financiers changed the character of some. In most it became customary to pay up certain shares in full at once, instead of by weekly dribblets. And at the present time the assets of particular societies are reckoned by hundreds of thousands, or even by millions of pounds sterling.

The Companies Act 1862 conferred on joint-stock companies the right of incorporation; 30 & 31 Vict., c. 117, gave a similar and other rights to industrial and provident societies. The building society world soon made their voices heard in Parliament, claiming that they should not be neglected amid the distribution of legal rights and privileges. An association was formed to promote a Bill in Parliament. Several times it was introduced, but it always failed to pass, though Mr. Gourlay, Sir Roundell Palmer, and Mr. Stevenson advocated its merits. Sir Roundell Palmer has since been made a peer and Lord Chancellor, and the measure (though doubtless much altered) in which he felt great interest has become law.

As far as societies hereafter to be established are concerned, the remedies provided, and the rights and privileges granted, are undeniably important and beneficial. Respecting existing societies an anxious complaint has arisen, that contrary to what was intended, the adoption of the Act in their case is made compulsory and not permissive; in violation of the maxim, *Nova constitutio futuris formam imponere debet non præteritis* (2 Inst. 292). Whether on the construction of the whole Act this be so, we will not in this article stay to inquire, but certain it is that in one section a mistake has been made in the office of the draftsman, or in the committee, or in the Houses of Legislation, which seriously threatens the constitution of every existing society in the United Kingdom.

Besides this obnoxious section (sect. 8), there are forty-three others, which, with a schedule of forms, make up the Building Societies Act 1874. Having praised the policy of the measure, we may be excused for criticising somewhat unfavourably some of its clauses.

Pre-eminent stands the 9th: "Every society now subsisting, or hereafter established, shall, upon receiving a certificate of incorporation under this Act become a body corporate by its registered name, having perpetual succession until terminated or dissolved in manner herein provided, and a common seal." Any person acquainted with the business of building societies, which necessitates the use of a large number of mortgage deeds, will understand the delay, the difficulties, and expense in obtaining the signatures of two or three trustees, possibly residing far apart, as well as their natural reluctance to allow their names to be used in contentious proceedings. The greater the evil was, the more will the advantage be appreciated of making each society a legal person capable of taking, receiving, and conveying; of suing, and being sued; and generally of acting by its corporate name under its common seal. Of course, the use of the common seal must be guarded by the strictest regulations. By virtue of a subsequent section (sect. 27), existing property except "stocks and securities in the public funds, and estates in copyhold, or customary hereditaments, the title to which cannot be transferred without admittance, is to vest in a society on incorporation." This exception, we think, is uncalled for. We are aware that some parliamentary agents consider that they have yet to learn that a corporation can hold consolidated bank annuities in any way but through the medium of a trustee. Obviously, this is an error. That it may be prudent for a corporation to have trustees for special holdings of stock is one thing; that Parliament should intimate that it is generally necessary, throws a doubt upon one of the most valuable incidents of incorporation. Sects. 10 and 11 provide that the certified copies of the rules shall in future be

deposited with the registrars of friendly societies in England, Scotland, and Ireland, respectively. Formerly there was reasonable cause for doubt whether the place of proper custody was the office of the clerk of the peace, or that of the registrar.

By section 13 the "purpose" of future societies is defined to be a "raising by the subscriptions of the members a stock or fund for making advances to members out of the funds." The phrases employed are not felicitous. The section, including a proviso, contains more than one hundred and seventy words, and naturally forms but one sentence. Tacked on to the definition is a rule for the investment of capital, and a licence to hold land in mortmain; appended to this is a power to raise fresh capital under certain forms, and then comes a proviso limiting the mortmain licence. If pen, ink, and paper are so valuable that so many conceptions must be condensed into one section, still the reading public might be indulged with a few full stops, or with a series of numerals or letters arranged in proper subordination.

The next topic in numerical order is the limitation of liability. We cannot help thinking that the framers of the Act were not sufficiently impressed with the rules of the common law, that the property of a corporation, and not the private property of its members, is liable for the debt of the *ficta persona*. Section 14 says that the liability of particular shareholders is to be limited to certain amounts. In the case of an incorporated society, "increased" would be the word rather than "limited." It is laid down that "the liability of any member of any society under this Act, in respect of any share upon which no advance has been made, shall be limited to the amount actually paid or in arrear on such share." When one alternative of the rule is to govern, and when the other is not stated, the common sense of a judge may, no doubt, supply the defects of the language; but English lawyers certainly want that beautiful precision and logical elegance of expression which distinguish the French codes.

The consideration of the useful borrowing powers, of the means for determining dispute, and of other practical improvements contained in this important Act, we must defer for the present.

THE VENDORS' AND PURCHASERS' ACT 1874, AND ITS INTERPRETERS.

THE proper construction of this statute is a matter of considerable importance, and we therefore give prominence to discussions of its provisions. A contributor writes:—

Will you allow me space for a few remarks on some recent "interpretations" of this Act? As your readers are aware, the five "rules" contained in the 2nd section are made applicable to every contract for sale of land entered into after to-day, subject to any stipulations in the contract to the contrary. A correspondent of yours some time ago (LAW TIMES, 5th Sept. 1874) spoke of the desirability of having a "form" of conditions of sale "adapted to the new Act." I notice that Mr. Charley, in his work (*The Real Property Acts of 1874*, p. 82) refers to your correspondent's letter, and expresses an opinion that such a form is "wholly needless." Now, although he expresses himself thus absolutely, I can hardly suppose that Mr. Charley is of opinion that conditions of sale will be wholly needless in all cases under the new Act, and, if not, surely a form of conditions of sale adapted to the new Act may be useful at least in some cases. Mr. Charley further tells us, in reply to your correspondent, that conditions of sale are generally prepared in the interest of the vendor, and that the five rules provided by the Act are "common form" in our present conditions of sale. This is quite true; but even common forms have frequently to be modified to meet the facts of the particular case, and every draftsman is bound to see that the "common forms" he inserts are really applicable. All that can be said with certainty on the point is that the common forms hitherto in use, so far as they are identical with the rules supplied by the Act will for the future be omitted from conditions of sale. All the "adaptation" at present necessary therefore is to strike out such "common forms." In setting your correspondent right, however, Mr. Charley suggests doubts and difficulties, which are so extremely curious that they deserve to be noticed. Mr. Charley observes (p. 83), "The common forms, embodying the five rules" (most people would say it was the five rules that embodied the common forms, as the former existed before the latter) "will in future, it may be presumed, be omitted from conditions of sale and agreements for sale of land, which will be proportionably shortened. The law which the rules (query, the common form) were intended to supersede and guard against is itself repealed by the section, and the rules substituted for it (i.e., I suppose, for the old law). "Is it probable," Mr. Charley then proceeds to ask, "that any vendor will seek to restore the old law in the purchaser's favour?" This is certainly an odd question to raise in a book which professes "to elucidate the meaning and set forth the objects" of the Act. Certainly, no sane vendor would dream of "restoring the old law in the purchaser's favour" by deliberately excluding the application of the rules (if that is Mr. Charley's meaning), and thereby shutting himself out from the benefits conferred on him by the Legislature. The question for a vendor in every contract under the new Act will be not whether the rules are too stringent against the purchaser, but whether they go far enough in the vendor's own favour so as to render it unnecessary to insert more stringent rules against the purchaser, either in addition to or in place of those supplied by the Act. In the analogous case of mortgages it has been found advisable in practice to substitute powers of sale more advantageous to mortgagees (in whose interest mortgage deeds are generally prepared) than those supplied by statute. So under the new Act I have no doubt it may sometimes be necessary to substitute other rules for those supplied by the Act. It may be necessary, for example, in place of Rule 2 to stipulate that recitals in deeds of more recent date than twenty years shall be accepted as evidence. But even if the vendor were to restore the old law by excluding the application of the rules, and thus exposing himself to all the requisitions and objections which under the old law, and but for the common forms or rules could be brought against his title conditions of sale would even in that case be shorter (not longer, as Mr. Charley seems to imply) than they are at present, for the common forms hitherto employed to "guard against the old law," would of course be

omitted, and in their place a short declaration excluding the rules would be inserted. Can it be possible, however, that Mr. Charley means that vendors as a class may possibly agitate for the repeal of this section on the ground that it is not favourable enough to purchasers? A question of much graver importance than any I have yet noticed is raised in respect of the 7th section. That section, as your readers are aware, has been in force since the 7th August. It enacts as follows: "After the commencement of this Act no priority or protection shall be given or allowed to any estate right or interest being protected by or tacked to any legal or other estate, or interest in such land, and full effect shall be given in every court to this provision, although the persons claiming such priority as aforesaid shall claim as a purchaser for valuable consideration and without notice." Mr. Charley (quoting in support of his view the *Solicitors' Journal*, vol. 18, p. 963) gives the following as the effect of this section: "Thus if A. has the first mortgage created after the 7th Aug. 1874, and B. the second mortgage, created after the same date" (How could it be created before?) "A. will take precedence of B., although A.'s mortgage is equitable only, and B. as the legal estate." I submit this is an entirely erroneous interpretation of the Act. In the case put it is clear B. has no notice of A.'s prior equitable mortgage, because even under the old law, if B. had notice of A.'s mortgage, then A.'s mortgage, though only equitable, would take precedence of B.'s. It is also clear that A.'s mortgage cannot be a mortgage by deposit of deeds, because the absence of the deeds would be notice to B. Mr. Charley therefore asserts that an equitable mortgagor without deposit of deeds (and such a mortgage can be made by a mere memorandum) takes precedence of a subsequent mortgagee who has the legal estate and deeds, and no notice of the prior mortgage. This seems to me directly contrary to the principle

on which the maxim, "*que prior est tempore potior est jure*" has always been applied by courts of equity. It has always been held that mere priority in point of time is the last preference to be resorted to, that is to say, that mere priority in point of time should only give a preference when when all the other equities between the parties are equal (*Smith's Manual*, 8th edit., p. 28); and in the case put by Mr. Charley, I submit all the equities (except mere priority in point of time) are in favour of the second and against the first mortgagee. The latter has allowed the mortgagor to retain the deeds, the usual indications and evidences of ownership, and thereby to deceive the second mortgagee. I venture to say that if Mr. Charley's construction is correct this section of the Act has a direct tendency to facilitate fraud. To my mind, however, it is perfectly clear that this construction is founded on an entire misapprehension of the meaning of the words "protected by." It seems perfectly clear to me that the section applies only to cases where two estates, one of which (under the old law) could be "protected by or tacked to" the other, have become vested in the same person. In the case put by Mr. Charley the estate of B. could not be said to be "protected by" the legal estate, because the estate of B. is the legal estate. A sound illustration of the meaning of the words "protected by," as distinguished from "tacked to," is given by a correspondent of yours signing himself "A Solicitor." (See *LAW TIMES*, 5th Dec. 1874.) He points out that this section will apply to the case of a first mortgagee making a further advance, which is secured by a further charge without notice of an intermediate incumbrance. I entirely agree with your correspondent in his remarks on the hardship of postponing the first mortgagee *quoad* the further advance to an intermediate incumbrancer who chooses to remain concealed, but it seems to me that such a case is within the section.

SCUTATOR.

LEGISLATION AND JURISPRUDENCE.

LAND TITLES AND TRANSFER.

THE following paper on land titles and transfer, by Mr. Clabon, was read at the Leeds meeting of the Incorporated Law Society:

A Bill for the registration of titles will probably appear again in the next session of Parliament. It is desirable, therefore, that we should take the earliest opportunity of discussing the question, in order that we may approach the authorities with our suggestions, and endeavour to influence Parliament to pass a measure really beneficial to the public.

Let us clear the ground with reference to ourselves by the assertion, in which we shall all concur, that we have always looked at the question with unselfish views; that we have considered it as one affecting the interests of our clients. It may be that we shall be losers in a pecuniary point of view. We must be content, if the public are clearly and certainly benefited. I think the general impression among us is, that our profits will not be lessened; that if the purchaser will pay less to his lawyer, the costs of the vendor will be proportionably more; that if the Bill succeeds, transactions will become more frequent, and so we shall be gainers; that if it does not succeed, the charges of registration will make an addition to existing profit, and we shall hardly be losers.

Let us then see how the proposed Bill will affect the client, and we will begin by considering the evils under which he is supposed to labour.

First. It is said that his title is now sometimes insecure. In my own experience—one of more than forty years—I never knew a title attacked but once, and that was on an alleged defect which occurred in the reign of Edward VI. (the operation of a disavailing statute of that reign), and the attack miserably failed. I have often asked the question of friends in good practice, and the answer has always been, "I never knew an alleged defect in title result in any practical danger; I never knew of an eviction on the ground of defect in title." I venture to conclude, then, that the titles of the present day are not insecure.

Secondly. It is said that land transfer is now too dear—that it must be cheapened; and

Thirdly. That there is undue delay, and that land transfers must be hastened.

As to cheapness, I have already expressed the opinion that we shall not be losers by the Bill. Moreover, a scale must soon supersede the present system. It has long been recognised that solicitors ought not to be paid by the length of deeds and abstracts, giving the temptation of keeping up the old long forms. We, of the Incorporated Law Society, with the aid of our friends in the provinces, have already put forth a tentative scale, which, whether perfect or no, must soon lead to the adoption of a good working scale. Certainty is the thing required. A client now sometimes doubts about buying, because he does not know what his lawyer's bill will be. If it were fixed by scale, he would be aware of this beforehand, and regulate his bidding accordingly. The evil under which he suffers is not dearth, but uncertainty.

The delays of the present system form the real evil. They undoubtedly exist to some extent. The evil is met in towns and suburban districts in a very simple way. The client says to the solicitor, "If I buy such a house, what will your charge be?" The solicitor says, "If you will accept the title as it is, without any responsibility on me, I will charge you so much besides the stamp." If one solicitor won't say so, another will. Soon it becomes the practice to accept titles as they are, and houses and building lots are conveyed from one to another, at small cost, and with no delay. The Lord Chancellor has recognised the sufficiency and safety of this practice by providing that registration is not to be compulsory as to transactions under £300. He says, in other words, that no evil exists with reference to small matters, and that his Bill, as to them, is unnecessary.

Nor is it necessary in great matters. The large estates seldom come to the hammer. When the principle of primogeniture remains in force (and long may it continue, for the benefit of all), there must be land settlements. The present system operates well, and, whether there be registration or no, will continue. Registration is not necessary for these titles. It will be but an added form, and added expense. While entails remain there must be complication. Registration will not put an end to it.

It is in the intermediate transactions that the evil exists. A purchase is made, and in a few years the estate is again sold. Yet the solicitor of the second purchaser often has to investigate the title, and to travel over the same ground which was trodden by the solicitor of the first purchaser. Where this is done it is no doubt an evil, causing delay and expense. But it is not done so often as is supposed. The man who has purchased and paid for an investigation of the title has bought experience, and can save himself from cost by providing that the purchaser shall make no objection on such and such points—shall accept the investigation already made. The purchaser will derive advantage from this, and will save in cost and time. But still some evil remains, and this will be met by the scale. The solicitor paid by scale will naturally, and may legitimately, say to his client, "I find the vendor bought five ago, and had the title looked into; I advise you to accept that as sufficient." He will not care to keep up the long ancient form of deed. There will be a tendency to shortness and simplicity in everything. Whether or no a form be provided, he will soon find his way to this one: "I, A. B., of &c., for £100 this day paid me by C. D., of &c., grant to him and his heirs a field, in the parish of E., county F., numbered 1 on the title map."

It appears then that there is no existing evil as to the insecurity of title; that there is no evil in the present system of land transfer as to small transactions; that the system as to large estates does not require change; but that as to intermediate transactions, evil does sometimes exist in the delay and consequent expense of the re-investigation of titles already sufficiently looked into, though this is met, to some extent, by special agreements and conditions of sale. It has been suggested that the adoption by authority of a proper scale for costs will completely meet this. But let us assume that after all some evil will

remain, and ought to be remedied; and the question for us to consider is whether registration is the proper remedy.

It will be well to deal first with the observation which is often made that land and houses ought to be as easily transferred as stock. We will leave out of view the large entailed estates; for while entails continue there cannot be entire simplicity; and also the small properties, for as we have seen, these are already conveyed with great simplicity, despatch, and economy. Considering that as to stock, the transferees must either come to London and be identified, or give power of attorney; and that difficulties often arise as to identity; and that wills have to be proved and administrations taken out, is it too much to say that small landed properties are as easily transferred as stock, and that, leaving out of view the Government stamp, the cost is much the same as to both? It is to the properties of intermediate size that we again come.

Now, in comparing land transfer to stock transfer, the final transaction as to stock is alone thought of. But in winding-up an estate consisting of stock there are accounts to be prepared, pedigrees to be verified, identity proved, duty paid, receipts or releases given. Then there are often difficulties as to the stock. It was invested, let us take it, on a marriage, in the name of the trustees. There have been appointments of new trustees, and sometimes the stock not transferred. Difficulties constantly arise as to proof of death and identity. On a recent occasion, and for a small sum of stock, I had the greatest difficulty to prove the deaths and survivorship of the trustees. One had removed and died. Another died on a journey, and was buried in a remote country churchyard. The inquiries, advertisements, and letters were without number. The advocate of land registration would tell you how, when the attorney of the last surviving trustee made his appearance at the bank with his broker, the transfer was effected in a minute. But I, behind the scenes, could tell him of the months of difficulty which had preceded the transfer. So that, in comparing land transfer with stock transfer, those only can form an opinion who have both constantly in hand, as we all have.

Before we come to registration, let me state the provisions of the two acts which have been passed in the last session as to titles, and for which let us give our sincere thanks to the Lord Chancellor.

The first is the 37 & 38 Vict. c. 57, for the further limitation of actions and suits relating to real property, which is to come into operation on the 1st Jan. 1879. Under this Act no land or rent is to be recovered but within twelve years after the right of action accrued, or in case the previous tenant was not in possession, twelve years after he became entitled, or six years after the estate became vested in possession. In cases of infancy, coverture, or lunacy when the action accrued, six years are allowed from the termination of the disability or previous death of the person disabled. No time is allowed for absence beyond seas. Thirty years is the utmost allowance for disabilities. In case of possession under an assurance by a tenant in tail, not barring the remainders, they are to be barred at the end of twelve years after the period at which the assurance, if then executed, would have barred them. A mortgage is to be barred at the end of twelve years

possession taken by the mortgagee, or last written acknowledgment. Money charged on land and legacies are to be deemed satisfied at the end of twelve years after the present right to them accrued, or from the last payment of interest or written acknowledgment.

The Act, in fact, substitutes twelve years for the old period of twenty years, and thirty years for the old ultimate period of forty years.

The period of sixty years for title is said by some to have been fixed with reference to the old period of limitation under the statute of Henry VIII., repealed in the time of the first James. The opinion of others is that it was fixed with reference to the duration of life. For a tenant for life, coming into possession at twenty-one, might destroy or conceal the deeds, and exercise acts of ownership affording evidence of title; and at eighty-one he might give a sixty years' title to the fee. This is an extreme case, and was thought to be well provided against by the sixty years rule, with the power to call for an earlier title, which existed where any suspicion arose that there was an entail, or where the root of title was a conveyance from an heir-at-law. A statutable recognition of a period for title is now for the first time made, as we shall see by the second of Lord Cairns' Acts, to which I now come.

It is the 37 & 38 Vict., c. 70. This expressly substitutes forty for sixty years as the period of commencement of title which a purchaser may require, reserving his right to an earlier title in cases similar to those in which earlier titles than sixty years might before have been required. The following rules are established for regulating the obligations and rights of vendors and purchasers:

1. The purchaser of a leasehold is not to call for the title to the freehold.
2. Recitals in documents twenty years old are, unless disproved, to be good evidence.
3. The want of a legal covenant to produce documents is not to be an objection, if the purchaser on completion will have an equitable right.
4. Covenants for production are to be at the purchaser's expense, the vendor paying the expense of perusal and execution by parties other than the purchaser.
5. The vendor retaining any part of the estate is to retain the documents.

The Act enables the personal representative of a mortgagee to convey the mortgaged estate; and on the death of a bare trustee, vests the estate in his personal representative as a chattel real. A married woman being a bare trustee is enabled to convey as a *feme sole*. Protection and priority by legal estates and tacking are no longer to be allowed. The assurance to a purchaser by a devisee under a will in Middlesex, not registered in due time, is to take precedence of subsequently registered assurances by the heir-at-law. A vendor or purchaser may, in a summary way, obtain the decision of a judge in chambers as to requisitions or objections on title, or claims for compensations, or any other question connected with a contract for sale, not affecting its existence or validity.

These Acts will limit the length of titles to forty years, shorten agreements for and conditions of sale, and do away with questions as to the devise of mortgaged or trust estates. They are very useful, and will have much effect in simplifying land transfers. But registration is to be the great agent, and we will deal with it according to the Chancellor's Bill of 1874. This Bill proposed three modes of getting property on the registrar: firstly, with an absolute title; secondly, with a limited title; thirdly, as proprietor only.

Registration with absolute title can already be effected under Lord Westbury's Act. Most of us know what a long and expensive thing it is to obtain such registration. The registrar, before giving his certificate must conduct the closest and most minute investigation into the title. Of course, no landowner with a flaw in his title will approach the registrar. And what inducement will there be for a vendor with a good title to go there? If he does not want to sell or mortgage he will not care to go. If he does want to sell or mortgage, it will be cheaper and more expeditious to sell with proper conditions, or to take the chance of what the mortgagee will ask for, than to go to the registrar first. The purchaser or mortgagee will be satisfied more easily than the registrar. So registration with an absolute title will remain a dead letter, as it is now.

A provision for registration with a limited title has not appeared before in any Bill. It is difficult to understand why anyone should register a title for twenty years instead of for the full period, unless to hide some defect existing in the earlier period. For the economy would not be great, and the existence of such defect might for some time be suspected. The vendor, again, would hardly register unless he wanted to sell or mortgage, and would rather trust to what the purchaser or mortgagee would require than commit himself to the registrar. Moreover, the purchaser or mortgagee

receiving a limited certificate would of course require the earlier title.

The third method provided is a registration as proprietor only, in which case the registrar has only to see that the applicant has a *prima facie* title. But even to obtain this class of certificate, a variety of information has to be furnished to the registrar, and some expense therefore incurred. It cannot be expected that during the twenty or thirty years after such registration a purchaser will accept the certificate as sufficient evidence of title; and it follows that no present gain will accrue either to vendor or purchaser; for the latter will require some sort of title beyond the *prima facie* title of the proprietorship registration, and conditions may be imposed by the vendor, whether he has or has not registered as proprietor. The only object of the vendor for such registration would be to obtain, as it were, a beginning of title, which would in time, with subsequent registrations, come at last to a complete title. I doubt much whether any landowner would care voluntarily to go to the expense of registration, with such a distant object only in view.

Does it not then now appear that it can scarcely ever be worth a landowner's while to incur the expense of registration, unless he wants to sell or mortgage; and that it will be a more economical thing to sell with conditions, or to trust to what a mortgagee will ask for, than to register, and then to sell or mortgage? In fact, the only case in which it would appear to be to the interest of a vendor to register is where he proposes to sell in many lots. But this is just the case where a purchaser will accept almost any title—a printed abstract, which he is prohibited from verifying or making objection to—where he will purchase without any title at all.

And with reference to purchasers, may it not be said that a man who has just purchased an unregistered estate, and paid for an investigation of title, will not think of registering till he wants to sell or mortgage? When this time comes we put him with the class of vendors or mortgagors, who, as we have seen, will best consult their interests by selling with conditions, or trusting to the mortgagee, without registering.

And now let us go into the operation of registration more minutely. We will assume that the third head of registration is to be that resorted to—the *prima facie* registration as proprietor. A landowner registers his estate accordingly. He marries, and creates an entail with jointures and portions. He is not likely to put all this on the register. He will do as has been done with copyholds. The name of a trustee will be put on the register. The beneficial ownership and all its ramifications will remain as charges in equity, protected by the registration of the trustee and by caveats, like the distringases on stock. Now let a sale be necessary and be made. This, no doubt, will be simplified to the purchaser by means of the registration. For a few lines of conveyance from the trustee will suffice for him when he has accepted the title. But before the trustee will join there will be a great deal to be done. The caveats must be removed. Everything of form necessary to a sale must be seen to. Every equitable interest must be protected. Then, and then only, will the trustee execute the conveyance.

It will be said, no doubt, that the vendor will gain in this way; that matters being simplified to the purchaser, the latter will give more purchase money. Even if this should be so, the costs of the arrangements in order to a sale will be increased to the vendor, and he will hardly be a gainer. It will simply be a little shifting of liability to costs.

I now come to the crux of the Bill—the compulsory clause. I have been dealing with the matter in argument as if registration were to be voluntary. The question considered has been whether registration was for the benefit of landowners, and what it would be to their interest to do. My conclusion is that registration is not a beneficial thing—that the true remedy has in fact been given by the two Acts which Lord Cairns has passed, and will be completed by others of the same class, and by giving a scale for costs. If this has been proved, it follows that registration ought not to be made compulsory.

To justify a compulsory clause, it should be made to appear that registration will be of all but universal benefit. But even then one fails to see why landowners should not be left to judge for themselves. The argument for compulsion must be that registration will be so beneficial, and landowners so little able to judge of what is good for themselves, that it ought to be forced on them. If I have succeeded in proving that it will not, speaking generally, be beneficial, the argument is at an end. But if there is some benefit in registration, it by no means follows that it is to be made compulsory. If it be once granted that it will not benefit all, why are those whom it will not benefit to be forced in, and how will their coming in be of service to those who are to be benefited?

And will not the general sweep of all titles into registration make a dead lock of all transfer business, and create great delays, and injure every one?

And this may bring us to the question of central or district registry.

The Bill provides for a central registry, with authority to establish district registries, if need be. This provision would be comprehensible if the whole scheme were voluntary. If the Bill remains a compulsory bill, and district registries are not formed, a building of enormous size must be provided, and an army of assistant registrars and clerks must be appointed. Let me refer to the estimates which have been made on the subject.

At a meeting of the Associated Provincial Law Societies, held on 27th May, 1874, debate was had, and in the paper published as the result, it was estimated that the number of daily transactions which will require registration under the Bill cannot be put at less than 500 (or about 150,000 a year), and will probably be more. "No one," they say, "can say exactly the number of transactions requiring registration which will daily take place in England and Wales; it may be 500 only, but it may be 800 or 1000; we believe it will certainly prove not less than 500. What kind of office is contemplated in which to transact this enormous business—where will it be built—how many dozen of assistant registrars will it take, and how many hundred clerks?" The Birmingham Law Society obtained returns from the several solicitors practising there, and found that the transactions of that town which would require to be registered annually, if registration were made compulsory, were 5000. At this rate, and taking it according to population, the transactions of the whole country would come to 250,000 a year. Making a deduction for conveyances under £300, we may perhaps estimate the quantity at 500 a day, or 150,000 a year.

It seems then clear that if there is compulsory registration, there must be district registries.

I have so far called registration compulsory, as if it would be an absolute necessity to register. And this, logically, ought to be so. But the penalty does not go so far as this. The transaction is not avoided by non-registration. The Bill simply declares that an unregistered conveyance shall operate in equity only. The result may possibly be that all the landed world, disgusted with the expense and delays arising out of the Bill, will be content with equitable titles rather than register. And perhaps it may be found that equitable titles, under existing legislation, are as safe as legal ones. And it may become the fashion to insert conditions in sales that an equitable title shall be accepted. In this point of view—by no means an improbable one—it would no doubt be premature to erect an enormous building, and engage hundreds of officials beforehand.

Would it not be wise to try the measure as a voluntary one? Why should it ever be made compulsory? If half the world resort to it, and that is considered a success, I cannot understand why the other half, who prefer not to resort to it, are to be compelled to register. But let us deal with the question when it arises. Drop compulsion out of the Bill now; and reconsider that part of the matter with the experience which a voluntary scheme will give. The failure of a voluntary Bill will be of no importance to any one.

OBSERVATIONS ON PROVIDING MEANS FOR PRESERVING RESULTS OF EXAMINATION OF LAND TITLES.

READ by Mr. E. W. Eyles at the same meeting:—

While the Land Titles and Transfer Bill of 1874 is before the country, the present seems the proper time for consideration of matters relating to the transfer of land.

In considering any matter relating to this subject, a distinction should be made between an alteration of the law itself and an alteration in matters of practice. These two principles are well illustrated by two Acts relating to real property passed in the last session. The Real Property Limitation Act alters the law itself from the 1st Jan. 1879, by further limiting the right of recovery; the other Act, namely, the Vendors' and Purchasers' Act, while containing several alterations of law, also alters the practice usual between vendor and purchaser; but at the same time enables the parties by agreement to dispense with its operation, so far as concerns what may be termed matters of practice.

In the same spirit, namely, to suggest an amendment of practice, not an alteration of law, these observations are offered.

A main defect of the present system of the transfer of land consists in the absence of a means for recording, in an authoritative manner, the results of examination, and the consequent necessity for repetition of the same examination on every transfer.

Examination by a purchaser both of the title and possession of the vendor is in itself neces-

sary; but objection is made to the frequent re-examination of the same title which now takes place, and the object of this paper is to suggest a plan with the view to render this re-examination less frequent.

Under the present system the results of an examination are not perpetuated; they are well known to the parties who made the examination, and it is sometimes the case that the documents and papers are left in such excellent order that the examination that has been made can be fairly assumed to have been accurate. But very frequently, owing sometimes to the separation made between documents of title and other papers, the completeness of the examination cannot be known in the absence of the person by whom it was superintended. If, however, such person had been enabled to perpetuate the result of his examination, it would have been available for future reference.

At the present time a liberal confidence is reposed by the public in solicitors and counsel. The majority of persons have not a knowledge of the law of real property sufficient to enable them to judge whether or not a title has been properly examined, or whether or not the real property which they acquire is duly transferred to them. The public rely on solicitors, and they to a proper extent on counsel: thus then the legal profession at present bears a considerable responsibility, and as far as solicitors are concerned are personally liable to the public in the event of mistake. The result is that it is a very unusual circumstance for a title to be called in question which has been examined in due course on behalf of a purchaser on a transaction of sale and purchase. The question then occurs why, if a purchaser of real estate places such confidence in his professional advisers, other persons should not be invited to do the same at a future time, especially when the fact of possession since the former examination has to some extent operated in confirmation and corroboration.

But as matters now stand this cannot well be done; for, first, there is no means of placing on record the fact that a title has been duly examined; and, secondly, where an examination does appear to have been made, it is difficult for a solicitor to obtain from his client a consent to dispense with re-examination. The cause of this difficulty, however, lies not so much in the client's desire for re-investigation, as in the difficulty of making him clearly see its relative probable utility. He naturally admits his own incompetence to form an opinion and leaves himself wholly in the hands of his adviser, who, having no guide, is thus almost bound to investigate *de novo*.

The present proposal is that means be provided for recording the result of an examination, and that at a future time, in the absence of stipulation to the contrary between parties, such record be allowed to be accepted as a commencement of title.

Inasmuch as the most critical examinations of title which take place are usually upon occasion of purchase, on which occasion the person purchasing testifies his reliance on his advisers by paying money on the faith of their advice, the right to record a certificate of examination might be limited to purchasers; and to insure a due sense of responsibility it might also be provided that the conveyancing counsel advising in the matter should undertake to act as public examiner in the matter.

The plan may be thus stated; it being premised that its adoption, if authorised, is proposed to be voluntary only.

Upon occasion of purchase the solicitor of the purchaser may be allowed, before commencing examination of title, to file, first, a copy of the conditions of sale; secondly, a consent by him to act as solicitor in the matter; thirdly, in cases above a certain value a consent by a conveyancing counsel to act in the matter as public examiner; in cases of less value a similar consent by the solicitor.

The above documents might be filed with the clerk of the peace for the county, city, or borough, or in Middlesex and Yorkshire with the deputy registrar.

The examination of title and conveyance would then be completed in the ordinary way.

Within a short time, to be prescribed, after completion of the purchase, if the title have been examined, fourthly, a certificate of examination might be filed, in addition to the papers previously filed; such certificate to be signed in cases above a certain value by the conveyancing counsel as public examiner. The certificate would be accompanied by, fifthly, a copy of the deed of conveyance, omitting the price paid, and would certify: that an abstract of the title had been perused, and that the deed of conveyance had been settled and approved, by conveyancing counsel, and that a good title in accordance with the conditions of sale had been shown in the parties named as conveying parties in that deed; and further that the solicitor employed had

certified to the conveyancing counsel that the originals of all the documents mentioned in the abstract, or such other evidence of their contents as counsel was satisfied with, and all other evidence necessary in the opinion of counsel to verify the abstract, had been produced to such solicitor, and that the abstract correctly stated all their material contents, and that all such requisitions, inquiries, and searches as counsel had advised, had been duly made.

In cases of purchase under a certain value a certificate to a similar effect might be allowed to be filed by the solicitor instead of by the conveyancing counsel.

This would complete the recording of the examination; and it is obvious that the process would add very little to the expense of purchase, while it would probably diminish the cost of a subsequent sale and at the same time facilitate it.

The papers to be thus lodged would be private, and open only to the inspection of the owner and persons authorised by him.

Moreover, by this means secondary evidence would be provided of the contents of the conveyance, which, in case of loss of the original, would be found convenient.

It might, in order to give proper weight to a recorded examination, be provided that unless the contrary is stipulated in any subsequent agreement of purchase, a subsequent purchaser should bear the reasonable costs of any re-examination which he might undertake of the title prior to the certificate; and trustees who are either vendors or purchasers might be authorised to buy without examination of the anterior title, and to sell without permitting such an examination to be undertaken; and it might be provided that no solicitor for a purchaser should be responsible to his client for not examining the vendor's title previous to such a certificate, unless expressly required by his client to undertake such examination. This is the only alteration in the law which the proposed plan would render necessary; and even this alteration would be capable of being dispensed with by act of the parties.

There is in fact no compulsion in the plan. Reliance is invited on a recorded examination of title, by providing for its being made under a sense of responsibility to the public as well as to the client who pays money on its faith; but if a purchaser do not rely upon it the only consequence is that certain additional costs of examination, and this only in the absence of stipulation to the contrary, are to be borne by him.

There is some analogy between the proposal to act on a recorded examination and the present practice as regards proof of wills; for, although much depends upon the proof of a will, the existing mode of probate is to take only the executor's oath of his belief that it is the last will, and to take for granted the accuracy of the statements contained in the attestation clause; so that, in the case of personal property, formal proof is not usually required except at the instance of an objecting party; indeed, the principle stated in the maxim, *Omnia præsumuntur rite esse acta*, seems the rule which ought to guide, subject to due limitations.

The proposed plan might be open to the objection of affording somewhat less security than at present exists; but it is to be observed that the security attained in ordinary transactions of life is not absolute, and indeed the most careful examination at the present time may be vitiated by an unsuspected flaw. The present proposal may be shortly stated as the establishment of a right of recording examinations. Its adoption would be voluntary; but the additional expense would be so slight that purchasers might be expected to avail of its provisions, and thus perpetuate the result of the examination for which they pay; while if such a recorded examination as above proposed be authorised to be accepted in the absence of agreement to the contrary, it may be presumed that subsequent purchasers will in general have confidence, and not require an examination to be repeated except at their own expense.

Thus, then, the above suggested alteration in practice is respectfully submitted for consideration.

SOLICITORS' JOURNAL.

THE President of the Council of the Incorporated Law Society (Mr. F. T. Bircham), in his address to the meeting at Leeds in October last, stated that in 1873, the council could only find two representatives of other law societies qualified to serve as extraordinary members of the council. We pointed out at the time when those two elections were made, as regards one of them, namely, the President of the Hampshire Law Society, that the Society was and had for a long time previously been defunct. In truth there was no excuse for making such an appointment,

which is altogether irregular, and entirely opposed to the spirit of the new charter, which permits such appointments being made. Mr. C. B. Hellard to whom we refer as being unqualified to serve as an extraordinary member of the council, is personally a decided acquisition to the governing body, but if one unqualified member of the society is elected to such an office, another may be. It is questionable whether the election is not altogether void, and in the interests of the proper management of the society, members should have the explanation of the council on the point. It is satisfactory to know that Mr. E. Bond, the President of the Leeds Law Society, has been elected an extraordinary member of the council, especially because, as president, Mr. Bond represents a law society which has rendered much good service to the Profession, and several of whose members are especially energetic in promoting the interests of solicitors. When, however, we consider the many country law societies existing throughout England and Wales, we feel there must be something radically wrong somewhere, that so few appointments as extraordinary members of the council should have been made. Then again, as to the dissolution of the Metropolitan and Provincial Law Society, it was expected, we believe, that its members would join the Incorporated Law Society, while experience has shown that the great majority have not done so. This is, indeed, difficult to account for, but must create serious misgivings in the minds of impartial judges, as to whether the aim and objects of the society and its management, as reflected by the work of the council, [are what they might and ought to be. "It is," said the President at Leeds "to the provinces themselves we must look for that further activity and sympathy which alone can make the society represent exhaustively the mind of the country as well as of the London solicitors." We must dissent from this view. There is plenty of "activity" among solicitors in the provinces which the council ought to utilise and direct; instead of which, this "activity" being disregarded or overlooked by the council, finds its development in the formation of societies which ignore the chief society altogether.

A CORRESPONDENT writing to us on the subject of persons who have been struck off the rolls continuing, to act as, or conduct the business usually devolving upon solicitors, observes as follows:—"Re *Mathew, a Bankrupt*.—In your issue of 26th Dec. (p. 141) is a report of an application in the above matter in the Lewes County Court. The Mr. Barrow who appeared for the bankrupt on his public examination is the 'Samuel Howship Barrow' who was struck off the rolls in April last, as reported in your journal of the 2nd May 1874, and we have written to the Incorporated Law Society with a view to his 'contempt' being brought before the Superior Courts. His name was also mentioned in your paper of the 19th ult. (p. 121) in *Re Elliott*, a London liquidation case, in which the petition was first filed in the Lewes Court. It is within our knowledge that he filed in the Lewes Court another London liquidation case, *Re Jeremiah Clifford*, who has since been made a bankrupt, and in that case there was not a creditor residing in or near Lewes, yet a certificate is required in Form 107 'that it will be most convenient to the creditors to meet at Lewes.' The officials of the courts seem in some instance to wink at these irregularities, and the sooner they are exposed the better for the Profession and the proper working of the Bankruptcy Act. It will be observed that in liquidation the statements of the petitioner have not to be sworn to, but in bankruptcy they have." Any amendment of the existing Act should deal with this inconsistency. It is difficult to believe that County Court officials deliberately receive papers for filing, prepared and handed in by persons whom they know have been struck off the rolls. We expect to hear of immediate action on the part of the council of the Incorporated Law Society in the matter here referred to; and it is painful to notice that the proceeding of striking names off the rolls is by no means efficacious in preventing such persons from continuing to practise in the field of their former labours. Several cases of the kind have recently been reported in our columns.

A CORRESPONDENT calls our attention to the fact that from the time of Edward II. to as late a period as the reign of Queen Anne, the number of persons permitted to practice as solicitors had been limited by numerous enactments; and we are asked to compare that state of things with that which now obtains. "The number of gentlemen who are every Term admitted on the rolls has for some years past steadily increased," observes our correspondent, "and if this is to continue in the face of the tendency of recent and impending legislation to curtail the work and emoluments of the Profession, the council of the Incorporated

Law Society must, ere long, betake itself to a consideration of whether or no it will not have to ask Parliament to provide some limitation to the number of future admissions on the rolls. To admit gentlemen who must afterwards look for a means of livelihood to some other field of labour, is, our correspondent considers, highly objectionable. While we cannot admit all the premises of our correspondent, we confess that the matter threatens to force itself upon the consideration of the Profession at no distant date.

In our present issue we publish two additional papers read at the meeting of the Incorporated Law Society at Leeds in October last. It would be useful if copies of these papers, as also others we have published, were sent to every member of the Legislature belonging to the Profession. They have all an important bearing on the many vexed questions connected with the subject of "Land Titles and Transfer," and a perusal of them would open the eyes of many, enlightening them on a question very difficult of solution, and as to which some have, at the best, a most imperfect knowledge. If the mode of transferring land is to be altered, there is yet no necessity for rushing into legislation upon the subject like a bull at a gate. Suffice it to say, that the Land Titles and Transfer Bill of last session and previous Bills on the same subject ignore many means for simplifying the transfer of land. For instance, the preservation of results of examination of land titles otherwise than as proposed by such Bills. Again, registration of titles not transfers. In the meantime, solicitors may console themselves with the knowledge that Acts of Parliament will not affect human nature, and consequently that the very natural taste on the part of individuals to be separately represented will still involve their seeking the services of Professional men when dealing in the sale or purchase of land. A sure indication of the anxiety on the part of solicitors to assist in judicious reforms in connection with the transfer of land is furnished in the papers which we publish.

It is gratifying to observe that Mr. R. T. Wragg, solicitor, of Great St. Helen's, in the City of London (the Conservative agent for South Essex), has recently received a handsome testimonial from that constituency. The parchment scroll, containing the dedication of the plate, &c., is in these terms:—

We do not hesitate to say that success was in a great measure brought about by the Registration Association, for which, both as secretary and legal adviser, you have during the past seven years so willingly and zealously acted.

Relying on the motto "That it is by attention to registration that political victories are achieved," you have been indefatigable in increasing the voting power of the Conservatives, while you have closely scanned the register and eliminated the names of those electors whose qualifications were either doubtful or no longer exist.

So accurate were your calculations and so precise was your knowledge of the political feeling in South Essex that you had no hesitation in predicting that this division, although then represented by two Liberal members, would triumphantly return two Conservatives.

There were some who, while they thought that there might not be much difficulty in returning one member, would yet have hesitated in proposing two, but relying on your judgment the committee were convinced of the advisability of recommending the placing of two candidates before the constituency, and we have to congratulate you on the realisation of your well-grounded expectations.

It was considered by most of the party, even by those well informed in such matters, that the want of strength in the Stratford district, which was then thought to be so radical, would prevent our obtaining such a victory as we have now achieved, but your suavity of manner and your talent for organisation were invaluable aids in overcoming the difficulty which was once regarded as insuperable.

It is therefore in a great measure due to your success in South Essex that the county can now boast of ten members.

We congratulate Mr. Wragg on the undoubted success which attended his labours, and their recognition will no doubt prove an additional incentive to their continuation. Solicitors are, especially fitted for the office of political agents as the signal services which many have rendered to both parties sufficiently prove.

The systems, which prevail in London and Dublin in regard to the issue of the annual certificates to solicitors, differ in many respects. The Council of the Irish Incorporated Law Society show a greater concern for the due observance by the Profession of the statutory provisions on the subject than is manifested by the English society. Among other things the former body give an annual notice by advertisement in the following form:—"The members of this Profession are requested to take notice, that all certificates to practise, issued to them under the above Act, for the year 187, will continue in force until the 5th Jan. 187, inclusive, and no longer. Forms of the declaration to be filled up (in duplicate), and

to be signed by each attorney or solicitor, or by his partner, or in case such attorney or solicitor shall reside more than twenty miles from Dublin, then by his Dublin agent, being an attorney or solicitor (meaning a practising solicitor), on his behalf, are to be had at the office of the Registrar of Attorneys and Solicitors. Forms of declaration will be issued on and after the 2nd Jan. 187, from eleven o'clock a.m. to three o'clock p.m., each day, and upon their being returned correctly filled and signed as hereinbefore mentioned, certificates will be issued, between same hours, to parties entitled to receive same, to be taken by them to the stamp office to be stamped. Every certificate stamped on and after 6th Feb. 187, must be produced to the registrar within a month after payment of the duty, to be entered by him, until which payment of duty and subsequent entry no attorney or solicitor is duly qualified to practise. Certificates must be entered as heretofore in the various courts. As a number of gentlemen have not complied with memorandum as above, for the year 187, and as the registrar's certificate does not operate as a licence to practise until duly stamped, as required by law, such parties will be required to prove payment of stamp duty on their certificates for 187, before certificates for 187 can be issued to them." We are of opinion that this course might with advantage be adopted by the English society. But there are other objections to the present system, one of which we will point out. Suppose the 15th Dec. is allowed to pass by without the payment of duty, although the necessary declarations have been made, and the certificate obtained in time for stamping before that date, a solicitor can pay the duty as late as the 31st Dec. without the fact that he has been uncertificated from the 15th Nov. to the 31st Dec. coming officially under the notice of the Incorporated Law Society. If the duty is paid on or after the 1st Jan. the certificate must afterwards be taken to the registrar of attorneys and solicitors. It seems to us that completely to effect the object aimed at by this requirement, all certificates should be so produced on which the duty is paid on or after the 16th Dec. in each year. So long as the payment of this duty continues to be required, so long is it desirable that irregularities in connection therewith should be avoided as much as possible.

BEYOND all question the number of plaints issued in many County Courts is decreasing, as is also the general business undertaken by many of such courts. This is easily accounted for, principally owing to the fact that County Court judges evince a marked unwillingness to commit debtors to prison on judgment summonses. The result is that credit is given to a much smaller extent than was formerly the case. There are now many classes of debts in which creditors are to all intents and purposes without any remedy for enforcing payment, and so long as this state of things exists the common law business of County Courts will continue to decrease, whether with beneficial results or not remains to be seen.

THE public and the Profession have lately had some miserable spectacles to look upon in regard to the behaviour of those presiding over inferior courts of record. A County Court judge, as we reported in our last issue, has advised a suitor to read the newspapers, and see what members of Parliament say about County Court judges. More than one County Court judge has lately treated judgment creditors in a manner which, if persisted in, will drag these courts into much, generally undeserved, disfavour and disrepute. The County Courts exist for suitors. Most certainly some of the judges forget this. The following is reported to have taken place before Mr. Whigham, in the Barnet County Court, on the hearing of a judgment summons for £6 6s. 10d.:—

Defendant did not appear.

Plaintiff asked that an order might be made for payment forthwith. He produced a letter from the defendant offering to pay £1 a month. Plaintiff said he was a poor man, and the defendant lived in a large house. He thought an order should be made for payment forthwith; if the defendant did not pay he should be looked up.

HIS HONOUR.—I decline to be the instrument of locking any man up. I will make an order for the payment of £1 per month, and if he fails to pay the warrant will issue.

The plaintiff thought the order should be for payment forthwith.

HIS HONOUR.—You decline to take the order I am ready to give you, so I decline to make any order at all. This is surely a very summary way of dealing with an unfortunate creditor. The present will be a fitting occasion to offer one or two observations on another case heard before the magistrates of Sheffield, and reported in our last issue. A solicitor, acting on instructions, applied that the case might be taken before the stipendiary magistrate, and objected to its being heard before the magistrates present—an application no doubt requiring to be delicately handled. Imagine any

judge of a Superior Court being called upon to deal with a similar objection, he would confine himself to the nature of the objection, and surely not fly into such an unmanagable state of mind as that which from the report seems to have characterised the presiding magistrate on the occasion in question. In our opinion the action of the magistrate was most undignified, and his strictures on the solicitor for making the application, not warranted. Requiring a solicitor to "sit down" while urging such an application, under circumstances rendered doubly difficult in consequence of the department of the magistrate, is to carry authority to such a length as to render what took place almost ludicrous. It is indeed a miserable spectacle, and must operate to keep those practitioners from such courts, whose appearance before them the magistrates should encourage. It may be the case may well have been sent before the stipendiary, but we put the merits of the case, and the propriety of the application, out of the question; solicitors have often unpleasant duties to perform, and they have a right to look to those before whom they are called upon to appear to assist them in their office, and certainly not render their duties unnecessarily onerous by indulging in a species of tyranny repulsive to a liberal mind, and not to be tolerated in these days.

THE hon. secretary of the Legal Practitioners' Society (Mr. Charles Ford) has received the following letter from a country solicitor:—"At a recent meeting of some of the solicitors in this town it was resolved, if possible, to form a local association similar to the Legal Practitioners' Society in London. This step has become necessary on the part of the solicitors in the town in consequence of the number of 'touters' and persons calling themselves 'accountants' who take upon themselves, although sometimes under the cover of a solicitor's name, to do work which in reality ought only to be done by qualified practitioners. I shall therefore feel obliged if you would kindly forward me a copy of the rules of your association, together with any information you can in regard to the forming of a Legal Practitioners' Society here. I may further add that if a society is formed in this town I am sure that the members would only be too glad to join with and help in any way your society in London." Movements similar to that indicated by the above letter are taking place in numerous large towns, and it really seems as if the Profession is about to take the important subject of "encroachments" in hand in a vigorous manner, not less in the interests of the public than their own body.

THE lectures and classes in connection with the Incorporated Law Society, which were suspended during the Christmas vacation, were resumed on Thursday last. The following are appointed for the ensuing week. Monday, class, Common Law, 4.30 to 6; Tuesday, class, Common Law, 4.30 to 6; Wednesday, class, Common Law, 4.30 to 6; Thursday, lecture, Conveyancing, 6 to 7 o'clock. To prevent interruption at the lecture, gentlemen are not admitted after the lecture has commenced.

NOTES OF NEW DECISIONS.

TWO WILLS—SECOND WILL EXECUTED WHEN TESTATOR WAS OF UNSOUND MIND—NEXT OF KIN ORDERED TO BE CITED.—Testator left two wills disposing of his property in different ways. The second will was executed the day before his death, when he was supposed to be of unsound mind. The universal legatee appointed by it renounced probate, but the court declined to grant probate of the first will until the next of kin, who were interested in the first will being established, had been cited: (*In the goods of Thomas, 31 L. T. Rep. N. S. 553. Prob.*)

ADMINISTRATION IN INDIA—RECOVERY BY ADMINISTRATOR OF JUDGMENT IN INDIA—ADMINISTRATION OF DEFENDANT'S ESTATE IN ENGLAND.—O., as administrator of C. in India, recovered judgment against M. in an action in Calcutta, M. died, and his estate was being administered in England. Held, that it was not necessary for O. to take out administration in England to C's estate. (*Re Nicol Maicol's estate; Maicol v. Maicol, 31 L. T. Rep. N. S. 566. V. C. M.*)

AFFIDAVIT OF DOCUMENTS—ADMISSION—PROOF.—During the hearing of a motion for decree, the defendant called for production of a letter described in plaintiff's affidavit of documents as a copy of a letter written by plaintiff herself, proposing to read it as an admission without accounting for the original. Plaintiff objected, as the original had not been proved. An order of course was obtained to prove the letter *in voce*. The court declined to allow the proof or to permit the document to be read: (*Wilson v. Thornbury, 31 L. T. Rep. N. S. 567. V. C. M.*)

PARTICULARS—PLEA OF EXONERATION AND DISCHARGE—PRACTICE.—It is the practice with a plea of exoneration and discharge to order the defendant to give particulars: (*Coombe v. Stephen-son*, 81 L. T. Rep. N. S. 585. Bail.)

WARWICK COUNTY COURT.

(Before W. H. COOKE, Q.C., Judge.)

NEALE AND BOOT V. PARKER.

Threat to commit a solicitor for contempt of court. Pearce, solicitor, appeared for the plaintiffs, who are farmers at Mollington and Cropredy.

Hesp was for the defendant, a fruiterer carrying on business in the Saltford.

The action was brought to recover £17 12s. 6d., for damages sold and delivered. The defendant paid £7 into court, and pleaded not indebted as to the balance. At the outset of the hearing, an altercation took place between the solicitor for the plaintiffs and his Honeur, because the witnesses were not ready to step into the box.

Pearce said that his clients had come from Cropredy that morning, and the train was an hour late.

His HONOUR replied that he travelled by the same train, and therefore they ought to have been in time.

Mr. Neale was then called in the court, but there was no answer, and his Honour announced his intention to strike out the case.

Mr. R. S. Lowe, goods agent at the Warwick station of the Great Western Railway, produced the agents' delivery book, with four entries of goods delivered during the month of September. It appeared, however, that he did not make these entries; consequently, his evidence was inadmissible. After the witness had given some evidence, he called the attention of his Honour to the fact that he was not on his oath.

His HONOUR replied that that did not matter, as he was a respectable man, and was making only a preliminary statement to see what his evidence amounted to. He complained that the time of the case was being wasted in the case.

Pearce ventured to think that this was not so; upon which

His HONOUR exclaimed, "Go on sir, go on; and don't be ridiculous."

Pearce.—There is nothing ridiculous, your Honour in what I have done.—He then asked that the name of Mr. Neale might be called; and as Mr. Smith, the assistant high bailiff, was going towards the door to do so, Pearce added, "Let him be called in the usual manner, outside."

His HONOUR ordered Mr. Pearce not to interfere with the business of the court.

Pearce denied that he was interfering, or intended to do so.

His HONOUR reiterated that he was interfering, and directed Mr. Smith not to pay any attention to Mr. Pearce or answer him. Addressing Mr. Pearce, he informed him that if he did not behave himself he would exercise the powers of the court on him in a way which would not be very agreeable. He was a gentleman by Act of Parliament, and he should expect him to conduct himself as such.

Pearce said he was doing so.

His HONOUR ordered the case to be struck out.

Pearce asked that the name of Jonah Boot, the other plaintiff, might be called, but the request was not complied with.

In reply to *Hesp*, his Honour allowed the defendant costs.

At a later period Pearce asked that the case might be adjourned.

His HONOUR said he had no objection to hear the case then, if the parties were ready and Mr. Pearce would conduct himself like other respectable practitioners. He had behaved in a flippant and disrespectful manner.

Pearce assured his Honour that he had no intention of behaving in the way described.

His HONOUR replied that when he came to the court to dispose of a heavy day's business, he did not expect to be so treated. His manner was certainly very offensive.

Hesp said that his client had left the court. On the repeated application of Pearce for an adjournment, his Honour consented thereto.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

(Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.)

GOODGER (Samuel) Elford, Northampton, gentleman. £54 1s. 6d. Three per Cent. Annuities. Claimant, Robert Wills, the surviving executor of Samuel Goodger, deceased.

GOODSON (Chas.), Wiscombe-park, Honiton, Esq. £296 7s. 7d. New Three per Cent. Annuities. Claimant, said Chas. Goodson.

MACLEAN (Henry Dundas), a major in H.M.'s army. £22 12s. 4d. Three per Cent. Annuities. Claimant, John Nanson, the surviving executor of Henry D. Maclean, deceased.

WACKETT (Jonathan), Old Kent-road, gentleman, and **LEWIS** (Rev. Geo. Bridges) Northw., Hert. £24 8s. 6d. Three per Cent. Annuities. Claimants, said Jonathan Wackett and Rev. Geo. Bridges Lewis.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CORRY TRAMWAY COMPANY (LIMITED).—Creditors to send in by Jan. 15 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to S. P. Daniels, 7, Poultry, London, the official liquidator of the said company. Feb. 8; at the chambers of the M. R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims. **OWE BYRON SILVER LEAD MINING COMPANY (LIMITED).**—Petition for winding-up to be heard Jan. 15, before the M. R.

FOREIGN AND COLONIAL GAS COMPANY (LIMITED).—Creditors to send in by Feb. 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to R. Fletcher, 2, Moorgate-street, London, the official liquidator of the said company. Feb. 18, at the chambers of V. O. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LION ASSURANCE COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 15 before V. O. H.

MOORWOOD MOOR COAL, IRONWORKS AND FIRECLAY COMPANY (LIMITED).—Creditors to send in by Feb. 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to John Thornton, Northampton, the official liquidator of the said company. Feb. 15, at the chambers of V. O. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

NEW BUXTON LIME COMPANY (LIMITED).—Creditors to send in by Jan. 27 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to William Brooks, the official liquidator of the said company. Feb. 15, at the chambers of the M. R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

NEW NANT Y BLAIND SILVER LEAD MINE (LIMITED).—Creditors to send in by Jan. 29 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to J. A. Cooper, 3, Coleman-street-buildings, London. Feb. 11; at the chambers of the M. R., at 12 o'clock, is the time appointed for hearing and adjudicating upon such claims.

SHERWOOD COBBLERY COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 15, before V. O. M.

THOMAS SILVER LEAD MINING COMPANY (LIMITED).—Petitions for winding-up to be heard Jan. 15 before V. O. H.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ACHESON (Henry Wm.), Blackfriars-street, Manchester, merchant. March 15; Wm. Cobbett, solicitor, 61, Brown-street, Manchester. March 22; V. O. M., at twelve o'clock.

BUTLER (Thos.), Metropolitan Meat Market, London, meat salesman. Jan. 14; E. J. Layton, solicitor, 29, Budget-row, Cannon-street, London. Jan. 25; V. O. M., at twelve o'clock.

DAVIES (David), Swansea, Glamorgan, timber merchant. Feb. 1; Davies and Hartland, solicitors, Swansea. Feb. 15; V. O. H., at twelve o'clock.

EARLY (Richard), Wood Green, Wilney, woollen manufacturer. Feb. 5; Wm. Holmes, solicitor, 29, Threadneedle-street, London. Feb. 22; V. O. H., at twelve o'clock.

EVANS (Jas. W.), Newcastle-under-Lyne, cotton spinner. Jan. 24; J. S. Knight, solicitor, Newcastle-under-Lyne. Feb. 10; M. R., at twelve o'clock.

MACDONALD (Jas. L.), Rudding Park, near Wetherby, York. Esq. Jan. 23; Charles T. Robins, solicitor, Shaftesbury, 24, Abchurch-lane, London. Feb. 12; V. O. M., at twelve o'clock.

MARKLAND (Ellen), 18, Lanscombe-road, Notting-hill, Middlesex, spinster. Feb. 1; Wm. H. Oliv. r., solicitor, 61, Carey-street, Lincoln's Inn, Middlesex. Feb. 15; V. O. M., at twelve o'clock.

PEARSON (Wm. K.), Prospect, Kirby Ireleth, Lancaster, gentleman. Jan. 30; H. N. C. Cline, solicitor, White-hall, Feb. 15; V. O. H., at twelve o'clock.

POLLARD (Geo.), Huddersfield, builder. Feb. 1; Samuel Lestry, solicitor, Huddersfield. Feb. 17; V. O. H., at twelve o'clock.

WARD (Sarah), Longton, Stoke-upon-Trent. Jan. 33; Geo. F. Padcock, solicitor, Hanley. Feb. 5; V. O. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

ADAMS (Samuel), Sherwood-rise, Lenton, Notts, gentleman. Feb. 27; Burton and Co., solicitors, St. James's-street, Nottingham.

ALIAS (John), 5, Elizabeth Villas, Bickley, Kent, Esq. March 1; Wm. Willmott and Stokes, solicitors, 101, Borough High-street, Southwark.

ALLAN (Wm.), 90, Blackfriars-road, Surrey, gentleman, secretary to the Amalgamated Society of Engineers. Jan. 31; Warty, Robins, and Burgess, solicitors, 70, Lincoln's-inn fields, London.

AUDLEY (Wm.), East End, Finchley, Middlesex, baker. Jan. 1; Wm. J. M. solicitor, 3 and 2, Abchurch-lane, London-street, London.

BREWER (Thos. L.), formerly of Willey Court, late of Brook House, Stapleton, Hereford, Esq. Feb. 4; Thompson and Groom, solicitors, 3, Raymond Buildings, Gray's-inn, Middlesex.

BENJAMIN (Benjamin), 22 and 24, Glasshouse-street, Middlesex, curio dealer. Jan. 18; Loxley and Lumley, solicitors, 15, Old Jewry Chambers, Old Jewry, London.

BERRY (Right Hon. Henrietta C., Lady), Keyth-rpe Hall, Leicester, widow. Jan. 31; Freer and Co., solicitors, New-street, Leicester.

BREKLEY (Robert), Spetchley Park, Worcester, Esq. Jan. 15; Ward and Co., solicitors, 1, Gray's-inn-square, London.

BLAIR (Ella J.), Grove House, Hampden, Middlesex, widow. March 1; Freshfield and Williams, solicitors, 5, Bank-buildings, London.

BICKFORD (Wm.), Paradise, Brewood, Stafford, farmer. Jan. 11; J. W. Stirk, solicitor, Queen's Chambers, North-street, Wolverhampton.

BIRD (Henry), formerly of Kensington, Middlesex, late of Bable Farm, Epsom, Surrey, Esq. Feb. 6; Mackeson, Taylor and Co., solicitors, 59, Lincoln's-inn-fields, London.

BRADSHAW (Wm. P.), Burnage Lodge, Levenshulme, Lancashire, Esq. March 1; Hall and Janion, solicitors, 6, Essex-street, Manchester.

BRUFF (Harriet), Clifton-place, Clifton-road, Balisall Heath, Worcester, widow. March 1; Best and Horton, solicitors, 28, Abchurch-lane, Birmingham.

CAREY (Jas.), Rose and Crown Tavern, Church-street, Edmonton, Middlesex, and 8, Dobbin street, Armagh, Ulster, Ireland, gentleman. March 1; John W. Proudfoot, solicitor, 14, John-street, Bedford-row, London.

CHALKER (Elliot), Mutford, Suffolk, gentleman. Jan. 21; F. S. Rix, solicitor, Beccles.

DRAHNS (William), Chesham, gentleman. Feb. 28; Moore Parkers, solicitors, 17, Bedford-row, London.

DRESDALE (Hon. Lucinda Baroness), formerly of Camfield place, Epsom, Surrey, late of Somerset Lodge, Wimbledon Park, Surrey, widow. April 1; Benshaw and Rolph, solicitors, 2, Suffolk-lane, Cannon-street, London.

FARRER (Mary B.), 24, Montpelier-terrace, Cheltenham, widow. Feb. 15; A. D. G. Palmer, solicitor, Essex House, Cheltenham.

GOODMAN (Thos.), Frederick-road, Edgbaston, near Birmingham, gentleman. Feb. 1; Saunders and Bradbury, solicitors, 20, Temple-row, Birmingham.

GRANT (Thos. S.), Canal Steam Flour Mills, Gravesend, Kent, miller and brewer, and factor. Jan. 30; A. Tolhurst, solicitor, 77, New-road, Grave end.

HACKETT (Maria), 77, Amburst-road, Hackney, spinster. Feb. 5; Maria M. Capper, 77, Amburst-road, Hackney, Middlesex.

HOPWOOD (Wm. H.), Sunnyside, Kenley, Surrey, and 42, New Bond-street, Middlesex, music publisher. Feb. 20; Burroughs, Miles and Co., solicitors, 160, Oxford-street, London.

HOWES (James), Wymondham, Norfolk, farmer. March 1; White and Co., solicitors, Wymondham.

IRVING (Mary Ann), Stourfield Lodge, Epsom-road, Brighton, Surrey, widow. Jan. 25; J. R. Cover, solicitor, 22, Great Winchester-street, London.

JACKSON (Lake), 114, London-road, Liverpool, tobacco-nist. Feb. 1; E. W. and A. Ascroft, solicitors, 4, Cannon-street, Preston.

JORDAN (Jos.), Withy Grove, and 43, Elizabeth-street, Chesham hill, Manchester, eating-house keeper. Feb. 2; T. A. and J. Murray and Co., solicitors, 164, King-street, Manchester.

KEMP (Sir Wm. R.), Bart. Gladys Hall, Norfolk. May 31; J. B. Wood, solicitor, 44, Lincoln's-inn-fields, London.

LAKE (Robert), Milton Chap-1, near Canterbury, Kent, Esq. Jan. 31; Cheesman and Lake, solicitors, Gravesend.

LEGGETT (Jas.), formerly of Gray's-inn-road, Middlesex, cab proprietor, late of Barnet, Herts. Feb. 13; Taylor and Jaquet, solicitors, 15, South-street, Finsbury-square, London.

LONG (Jas.), Darrington, York, farmer. Feb. 1; Jansons, Banks, and Hick, solicitors, Barstow-square, Wakefield.

MACFARLANE (John), formerly of Monte Video, merchant, late of Manchester. Feb. 1; Hinde, Milne, and Lidlow, solicitors, 7, Moorgate-street, Finsbury-square, Manchester.

MAWELL (Henry), late of 51, Mark-lane, B-road-street, Middlesex, and formerly of 18, Regent-street, Middlesex, Esq. Feb. 6; Denton and Co., solicitors, 15, Gray's-inn-square, Middlesex.

MARTIN (Sir Jas. R.), C.B., 27, Upper Beecroft-street, Grosvenor-square, Middlesex. March 31; Chantrell and Co., solicitors, 1, Lincoln's-inn-square, London.

MAXWELL (Robert), Barnaby, Alburgh, and 54, Brunswick-street, Liverpool, merchant. Jan. 30; Thomas Maxwell, 28, Brunswick-street, Liverpool.

PARKER (Thos.), late of Ingersoll, Oxford, formerly of Ferryville, Carmarthen, gentleman. March 31; Nicholson, Nicol, and Son, solicitors, 43, Lime-street, London.

PETTS (Hon. Frederick), Sydney, New South Wales. Feb. 1; Leman and Co., solicitors, 51, Lincoln's-inn-fields, London.

PHIBBS (Richard), Lenter-street, Moorfields, London, and Tollington, Hornsey-road, Middlesex, packer, candle-maker, and clothworker. March 1; G. H. Cole, solicitor, 1, Church-court, Clements-lane, London.

PORTER (Frederick Wm.), late of the Buckingham Restaurant, Buckingham Palace-road, Piccadilly, Middlesex, restaurant keeper, formerly of the White Hart, Aylesbury-street, Clerkenwell, Middlesex, licensed victualler, formerly of the Adam and Eve, Euston-road, Middlesex, licensed victualler. Feb. 10; A. S. Godfrey, solicitor, 2, Gresham-buildings, Guildhall, London.

PRATT (Henry), formerly of Sherwood, Basford, Notts, late of Nottingham, gentleman. Jan. 1; Percy and Co., solicitors, Wheeler Gate, Nottingham.

RAVENS (John), 9, King-street, Covent Garden, and Covent Garden Market, Middlesex, florist and fruiterer. Jan. 31; A. B. Copp, solicitor, 37, Essex-street, Strand, London.

RAINFORD (Edw.), Belle Vue, New Hinchey, near Oxford, gentleman. Feb. 27; G. Beewick, solicitor, 10, Bedford-row, London.

RICHARDSON (John), late of 47, Talford-road, Peckham, Surrey, formerly of 30, Bishopsgate-street Without, London, soap maker. Feb. 1; W. J. Foster, solicitor, 44, Chancery-lane, Middlesex.

ROGERS (Jonathan), Bristol, coachbuilder. Feb. 27; J. Wintle, jun., 22, Clare-street, Bristol.

SCHOLFIELD (John), Strand, Langfold, Todmorden, chemist and druggist. Feb. 20; A. G. and T. W. Eastwood, solicitors, Masonic Hall, Todmorden.

SPENCER (John), The Queen, Ebury, Oxford, gentleman. Feb. 6; F. E. Welchman, solicitor, Southam, Warwickshire.

TODD (Wm.), Canal Steam Flour Mills, and 50, Milton-road, Milton-next-Gravesend, Kent, miller and corn and flour factor. Jan. 30; A. Tolhurst, solicitor, 77, New-road, Gravesend.

TOPHAM (Jos.), Nottingham, gentleman. Feb. 18; Burton and Co., solicitors, St. James's-street, Nottingham.

TURPIN (Frederick), formerly of Nizala, near Tonbridge, Kent, late of 8, Royal-avenue, Chelsea, Middlesex, Esq. Feb. 9; Morris and Co., solicitors, 5, Finsbury-circus, London.

WATTS (Emma B.), formerly of 22, Carlisle-terrace, Kensington, Middlesex, afterwards of 80, Abingdon-road, Kensington, Middlesex. Feb. 1; Kitch and Co., solicitors, 11, Wellington-street, Strand, Middlesex.

WILLIAMS (Wm. V.), Redhill, Wingham, Somerset, mining engineer. Jan. 31; Barker and Lane, solicitors, 'The Guildhall, Bristol, and 43, Bedford-row, London.

WILLS (Leah Ann), 22, Castle-street, Holborn, London, widow. Jan. 31; A. E. Copp, solicitor, 37, Essex-street, Strand, Middlesex.

MAGISTRATE'S LAW.

HAULSHAM PETTY SESSIONS.

Wednesday, Dec. 30, 1874.

Resignation of the magistrates' clerk.

THE CHAIRMAN, at the conclusion of the ordinary business, said before the reporters left he wished to announce that in consequence of Mr. Gell having tendered his resignation, which he very much regretted, it became necessary to appoint another clerk.

Mr. GRAHAM said it was with the greatest reluctance they had accepted the resignation. Mr. Gell had not only been clerk himself for twenty-five years, but the office had been in his family fifty-five years. They all regretted his severance from them after a connection of so many years.

The CHAIRMAN said it remained for them to appoint a successor, and they would probably have a meeting to consider the best course to adopt. At the same time they wished it to go forth that they were prepared to consider the question.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Abingdon	Tuesday, Jan. 19	Thomas Bros, Esq.	14 days	Daniel Godfrey.
Andover	Saturday, Jan. 9	W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Bideford	Monday, Jan. 11	Charles Jerom Murch, Esq.	14 days	James Rooker.
Birmingham	Monday, Jan. 11	A. R. Adams, Esq., Q.C.	Statutory	T. R. T. Hodgson.
Chester	Saturday, Jan. 9	Horatio Lloyd, Esq.	10 days	John Walker.
Devonport	Tuesday, Jan. 12	H. T. Cole, Esq., Q.C.	7 days	G. H. E. Rundle.
Gloucester	Friday, Jan. 15	C. S. Whitmore, Esq., Q.C.	Statutory	Francis W. Jones.
Hastings	Thursday, Jan. 14	Robert Henry Hurst, Esq.	8 days	George Meadows.
King's Lynn	Thursday, Jan. 14	D. Brown, Esq., Q.C.	10 days	T. G. Archer.
Lichfield	Monday, Jan. 18	H. Wm. Cripps, Esq., Q.C.	10 days	Chas. Simpson.
New Windsor	Wednesday, Jan. 13	A. M. Skinner, Esq., Q.C.	8 days	Henry Darvall.
Northampton	Monday, Jan. 11	John H. Brewer, Esq.	10 days	C. Hughes.
Poole	Thursday, Jan. 14	Arthur J. H. Collins, Esq.	14 days	G. B. Aldridge.
Southampton	Saturday, Jan. 23	Thomas Gunner, Esq.	10 days	Edward Coxwell.
Stamford	Wednesday, Jan. 27	The Hon. E. C. Leigh	14 days	John Torkington.
Sudbury	Wednesday, Jan. 13	Thomas H. Naylor, Esq.	14 days	Robert Ransom.
Tenterden	Wednesday, Jan. 27	Francis Russell, Esq.		Stephen Weller.
Wigan	Wednesday, Jan. 27	Joseph Catterall, Esq.		Thomas Heald.

COUNTY COURTS.

SUNDERLAND COUNTY COURT.

(Before E. J. MEYNELL, Esq., Judge.)

WINN v. HILL AND OTHERS.

Wrongful and excessive execution.
*Ritson for plaintiff.**Botterell for defendants.*

This was an action for causing a wrongful and excessive execution to be issued against the plaintiff's goods. The facts were, that plaintiff was indebted to the defendants in a sum of money, and after several applications for same, sent the defendants a sum somewhat less than was due, by a post office order, enclosed in an envelope, which did not contain any intimation of who the sender was. The post office order was cashed through defendant's bankers, and they, not knowing whom to credit, carried the amount to a suspense account. They subsequently issued a County Court summons (under sect. 2); and as plaintiff did not send notice of defence they obtained judgment by default. The plaintiff then informed them that he had paid the amount due by post office order. Some correspondence ensued as to the payment of the costs of summons and judgment, which plaintiff would not pay; and the defendants thereupon issued execution for the full amount for which they had obtained judgment and costs, and then refunded the plaintiff the amount he had sent them by the post office order.

The plaintiff deposed to the facts, and upon completion of his case, *Botterell*, on behalf of the defendants, contended that until the judgment was set aside the action for wrongful execution would not lie, and, inasmuch as the amount for which the execution was issued was not larger than the judgment, it could not be excessive.

Ritson, on behalf of plaintiff, replied.
His HONOUR delivered judgment in the following terms: This was an action for wrongfully causing a seizure to be made of plaintiff's goods, and for wrongfully seizing for more than due. Mr. Botterell, at close of plaintiff's case, submitted that the action would not lie. I think he was right, and there must be a nonsuit. Judgment is an estoppel, and plaintiff must show it has been set aside before he brings an action: (*Blanchmay v. Burt*, 12 L. J. 291, Q.B.; *Hopper v. Allen*, 36 L. J. 17, Ex.) If, however, after the judgment part of the debt has been paid, and the creditor maliciously causes execution to be issued for a greater amount than is due, an action will lie without the judgment being set aside, because the amount then due on the judgment is merely a question of fact: (*Gilding v. Eyre*, 31 L. J. 174, Ch.) In all these actions, however, it is necessary to allege and prove express malice, and to negative want of reasonable and probable cause, and it is not enough to allege the defendants issued the writ wrongfully and injuriously, see *Nudwin v. Grove* (15 L. J. 84, Q. B. and 17 L. J. 321, Q. B.); *Churchill v. Siggins* (23 L. J. 308 Q. B.), which are express authorities that an action in the form in which this is brought will not lie.

SHREWSBURY COUNTY COURT.

Tuesday, Dec. 22, 1874.

(Before J. W. SMITH, Q.C., Judge.)

JONES v. SMITH.

Market tolls—Jurisdiction—Market Clauses Act.
H. Morris appeared for the plaintiff, who is an auctioneer, and resides in Shrewsbury, and

Cresswell Peele (town clerk), for the defendant, who is the lessee of the Smithfield.

The claim was for £6 6s. 6d., which had been paid in tolls under protest.

Morris observed that the facts were very simple. They had a Smithfield in Shrewsbury, and it was governed under the Shrewsbury Improvement Act 1855.

Peele.—And the Cattle Market Act of 1848.

Morris said Mr. Jones occupied extensive premises at the back of the Lion, and which were called the

Lion Repository. These premises Mr. Jones held under a lease. He thought it would be admitted that Mr. Jones was the proprietor of the premises he referred to. There were certain tolls which Mr. Smith claimed precisely the same as if Mr. Jones sold in the Smithfield. Some time ago Mr. Jones contested the point before the borough magistrates of Shrewsbury. He did not wish to speak disparagingly of the magistrates, but that was about the last tribunal he should go to with a point of law. A fine was inflicted, and Mr. Jones, without his (Mr. Morris's) knowledge, paid the money. He advised that, having paid the fine, he had condoned the offence, and that his right of appeal was gone. The clause in the Improvement Act which was relied upon was as follows:—"So long as the corporation shall provide sufficient market places for the accommodation of the inhabitants of the borough, no person other than a licensed hawk shall sell or expose for sale in any street or place within the borough, except in some market place opened under the authority of this Act, or of the Shrewsbury Cattle Market Act 1847, or his own dwelling house, shop, yard, building, field, or premises, or such other places as shall be established by the corporation for the purpose, any provisions, articles or things specified in the schedules to this Act annexed, or any cattle, and for which such accommodation shall be provided; and if any person shall offend in any or either of the several cases aforesaid, such offender shall, for each offence, forfeit and pay any sum not exceeding forty shillings; provided always that the corporation may, if they think fit, permit any such provisions, articles, or things, or any cattle, to be sold by public auction on any day not being a market or fair day, within the limits elsewhere than within such market places as aforesaid, on payment of the tolls authorised to be taken in such markets respectively." He wished to call his Honour's attention to the words—"So long as the corporation shall provide sufficient accommodation." Mr. Jones did not sell upon fair days. He sold upon Saturdays, and he contended that the accommodation provided in the Smithfield was not such as was required for the class of animals he sold, and that if he did not keep them at his own repository the horses would not be sent to Shrewsbury for sale at all. Mr. Morris then went on to say that in the Smithfield there were no stables for horses. The horses which Mr. Jones sold, being of a very superior class, required warmth and attention which they could not find in the Smithfield. When he went before the borough justices he thought he was being improperly treated, and that the magistrates were not the parties to construe an Act of Parliament; and he intended to take it elsewhere. He thought that a judge of his Honour's legal experience would be best able to do justice in the matter. He did not want to speak disparagingly of the magistrates. Mr. Jones paid the fine, and then Mr. Smith came and demanded the sum of £6 6s. 6d. for horses, &c., which he had offered for sale at the premises he held under a lease. Mr. Jones at first refused, and then paid the amount under protest. He has paid other sums, but he wished to test the question upon the amount he had named. These were the simple matters at issue. He did not know whether Mr. Peele would rely upon any case which had been decided. The cases which had been decided went to support Mr. Jones's theory—that the place where he sold being his own yard or premises he could sell free of toll.

Peele said his Honour was asked to sit as a court of appeal upon the justices. This, he respectfully submitted the court was not competent to do. Mr. Jones was summoned before the justices, and he paid the fine. If he was not satisfied he could have appealed. He could have refused to pay the toll the next week. He would then have been summoned again, and he would have had an opportunity of appealing to the Superior Court. It was out of all reason to suppose that Mr. Jones was to be allowed to keep

the corporation out of their tolls, then pay them in a lump sum, and afterwards come to that court to recover that which he had been obliged to pay by the order of another court. The Markets and Fairs Clauses provided (518) as follows:—"If any dispute arise concerning any such stallage, rent, or toll, such dispute shall be determined by a justice on application made to him to determine the same, and make such order thereon, and award such costs to either party as to him shall seem proper; and in default of payment, on demand of the money which shall be so awarded and of the costs, the same shall be levied by distress."

Morris.—I think our magistrates have a leaning somewhat in favour of the "stronger party."

Peele contended that the jurisdiction was vested in the justices.

His HONOUR decided that he had no jurisdiction. Was it not a proper case to refer to arbitration?

Morris.—I hope we shall soon have free markets and a stipendiary magistrate.

Verdict for the defendant with costs.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

DEBTOR AND CREDITOR—COMPOSITION.—A. being entitled to a life income, and being pressed by his creditors, agreed to pay his debts in full by instalments, the creditors to insure his life, and A. to be entitled, on payment of his debts and repayment of the premiums, to have an assignment to himself of the policy. Before the payment of the last instalment the creditors offered to assign the policy to A. on payment of the premiums they had already paid, but A. declined to take it. Shortly after the payment of the last instalment the creditors sold the policy. Held, that the creditors were bound to offer again to assign the policy to A. after he had paid the last instalment: (*Lewis v. King*, 31 L. T. Rep. N. S. 571. V.C.M.)

PRINCIPAL AND SURETY—DISCHARGE OF PRINCIPAL IN LIQUIDATION—EFFECT OF ON LIABILITY OF SURETY—EFFECT OF ON HIS RIGHTS.—A discharge of a debtor in liquidation, under sect. 125 of the B. A. 1869, is in all respects equivalent to and identical with a discharge in bankruptcy under sect. 48 of the same statute, and therefore the unconditional discharge of a debtor in liquidation, obtained by means of a resolution of the statutory majority of creditors, under sect. 125, does not release the debtor's sureties, although they did not assent to, but protested against the resolution of discharge, and the right of the creditors to sue the sureties remains untouched and unaffected by such discharge. So held by the Court of Exchequer (*Kelly, C.B., and Cleasby and Amphlett, B.B.*), approving and following the principle of the decision of the Court of Common Pleas in *Browne v. Carr and others* (7 Bing. 508; 9 L. J. 144, C.P.) Per *Cleasby, B.*—The act of a creditor in voting under sect. 125, in favour of the resolution for proceedings in liquidation, and of the resolution for the debtor's discharge, is not to be regarded in any manner as a voluntary act, so as to compromise any rights belonging to such creditor. *Per curiam*.—Where, prior to the commencement of an action against a surety whose liability is limited to a portion only of the principal debt, the plaintiffs receive dividends from the estate of the principal debtor, under proceedings in liquidation, amounting to 9s. 2d. in the pound on their entire debts, they are not entitled to recover in such action the whole amount of the surety's liability, but only the balance or difference, after deducting the amount of a dividend of 9s. 2d. in the pound thereon: (*Ellis and others v. Wilmot*, 31 L. T. Rep., N. S., 574. Ex.)

THE LEGAL DEPARTMENTS COMMISSION.

THE COURT OF BANKRUPTCY.

THE Commission in their second report say:—Before reporting upon the administrative departments of this court, we will briefly trace the process whereby the Chancery offices more especially connected with the jurisdiction of the Lord Chancellor in matters of bankruptcy, were transferred to a distinct court, and will notice the chief statutes which gradually united that court with one for the relief of insolvent debtors, and finally determined the constitution of the existing Court of Bankruptcy.

It will have been observed that the list of offices of the Court of Chancery, reported upon by the Royal Commissioners of 1732, in 1740, includes three bankruptcy offices, viz., those of a secretary of the Commissions of Bankrupts, and of a clerk of enrolments in bankruptcy, and an office for execution of laws concerning bankrupts.

These offices, of which the first and third dated at latest from the 16th century, and the second was created by 5 Geo. 2, c. 30, reappear in the

report of the commissioners of 1815, without material change. In that report also the "Commissioners of Bankruptcy" (a) are mentioned as acting under the commission of the Lord Chancellor, the Lord Keeper, or Lords Commissioners of the Great Seal, issued on petition of creditors. The issue of such commissions had been certainly in practice since 13 Eliz. c. 7.

When, under the Act 1 & 2 Will. 4, c. 56, a court of bankruptcy and a court of review in bankruptcy were established in 1832, with a chief judge, three other judges, six commissioners, with the powers formerly vested in the "Commissioners of Bankruptcy," two registrars, and eight deputy registrars, thirty official assignees, and a number of country commissioners, all the fees formerly payable to the Patentee of the Office for the Execution of the Laws concerning Bankrupts were abolished, and the Secretary of Bankrupts, with his two clerks, was placed on salary, and given certain duties in connection with the new court.

In 1832 the Act 2 & 3 Will. 4, c. 111, prospectively abolished the offices of the above mentioned patentee and of the Clerk of Enrolments in Bankruptcy; but, in the same year, the Act 2 & 3 Will. 4, c. 114, made certain provisions with regard to the records of the Court of Bankruptcy, which rendered it necessary for Parliament, by 3 & 4 Will. 4, c. 84, to prolong the office of clerk of enrolments.

The Act 3 & 4 Will. 4, c. 47, made the first step towards amalgamating the Court of Bankruptcy with the Court for the Relief of Insolvent Debtors established in 1820 by 1 Geo. 4, c. 119, and continued by 7 Geo. 4, c. 57, by enabling any judge, other than the chief judge, of the former court, to act as commissioner in the latter. This Act also provided for the taxation of costs by one of the Bankruptcy Registrars instead of by a Master of the Court of Chancery.

In 1835 a "fit and proper person" was appointed Accountant in Bankruptcy under sect. 3 of 5 & 6 Will. 4, c. 29, to relieve the Accountant-General of the Court of Chancery of the duty theretofore discharged by him in connection with bankruptcy funds.

By the Act 5 & 6 Vict. c. 122, the country commissioners appointed under the Act of 1831 were abolished, power was given to appoint additional official assignees, not exceeding thirty, additional commissioners of the court, and additional deputy registrars, not exceeding twelve in each case, for bankruptcies prosecuted in the country; and, amongst other things, it was enacted that upon the first vacancy in the office of Clerk of Enrolments to the Court of Bankruptcy, his duties should be transferred to the registrar of the court acting in Basinghall-street. This Act also fixed the salaries and pensions of some of the officers of the court.

By the 45th section of 7 & 8 Vict. c. 96, the Lord Chancellor was empowered to appoint a Taxing Master to the court, holding office during good behaviour, and to discharge his duties in person, with a salary of not over £1200 a year, and title to a pension, not exceeding two-thirds of salary, if disabled by permanent infirmity. His qualification for office was to be five years' standing as a barrister or attorney, or of practice as a pleader, or of five years' tenure of office as a bankruptcy registrar or deputy registrar. Sect. 51 made special provision for registrars' pensions.

The Court of Review in Bankruptcy was abolished by 10 & 11 Vict. c. 102, in 1847, its jurisdiction being committed to one of the Vice-chancellors, and all the authority given by various preceding Acts to the Court of Bankruptcy and its district courts, in matters of insolvency, was transferred to the Court for Relief of Insolvent Debtors, and to the County Courts to be constituted under the Act 9 & 10 Vict. c. 95. By the same Act the jurisdiction of the Court for Relief of Insolvent Debtors, on circuit, was transferred to the County Courts.

Two years later, the Bankruptcy Law Consolidation Act (12 & 13 Vict. c. 106) further defined the constitution of the Bankruptcy Court. The number of commissioners, of registrars other than the chief, and of messengers in London, was reduced to four in each case. Power was given to attach the country commissioners and registrars to certain districts. The duties of these officers and of the accountant, the taxing master, and the official assignees were prescribed.

In 1852 the ancient office of secretary of bankrupts was abolished by 15 & 16 Vict. c. 77, and its duties given to one of the registrars of the Court of Bankruptcy, to be called the chief registrar, and he was directed from the same date to undertake the duties of clerk of enrolments, as provided by 5 & 6 Vict. c. 122.

With the exception of the Act 17 & 18 Vict. c. 119, providing for the reduction of establishments, in consequence of the diminution of

business in the Court of Bankruptcy, no following statute seems to require notice until 1861, when the Act 24 & 25 Vict. c. 134, enacted that "the Court of Bankruptcy shall have and exercise for the purposes of this Act all the powers and authorities of the Superior Courts of law and equity, and all the jurisdiction, powers, and authorities now possessed by the Court for the Relief of Insolvent Debtors in England." This statute provided for the reduction of the commissioners of the Court of Bankruptcy in London to three, and for giving to County Court judges outside the metropolis the powers of district commissioners of the Court of Bankruptcy, and to County Court registrars and high bailiffs the functions of official assignees and messengers in bankruptcy respectively. It enacted that the chief registrar, registrars, taxing master, and official assignees should hold office during good behaviour; and gave the Lord Chancellor power to appoint additional registrars, if needful, as well as to award pensions (not exceeding two-thirds of salary) to officers of the court who, being sixty-five years of age, or having been appointed in or before 1832, had served twenty years, or who were permanently disabled from duty. It fixed the salaries of the Chief Registrar at £1400, of other London Registrars at £1200, of the Taxing Master at £1400, of the Accountant at £1500, and of every future Official Assignee in the London district at £1000, instead of £1200, as before. It also provided for the gradual reduction of the number of official assignees and messengers, and for the abolition of the office of Accountant at the next vacancy.

Under the 22nd section, the Taxing Officer, Chief Clerk and Clerks of the Insolvent Debtors' Court, were transferred to the Bankruptcy Court, to hold office on good behaviour, with reservation of any title to pension they might have acquired under the Insolvent Debtors' Court Pension Acts, 4 & 5 Will. 4, c. 24, and 5 & 6 Will. 4, c. 42. But no vacancy in such offices was to be filled up.

It may be worth noting, with reference to suggestions made in a previous part of our report, that the 61st and 62nd sections of this Act authorise the court to employ sworn shorthand writers in taking evidence, &c.

We now arrive at the statute of 1869 (32 & 33 Vict. c. 71), establishing the present London Bankruptcy Court, to which the registrars and all subordinate officers of the then existing Bankruptcy Court in London were transferred, with reservation of all their previous rights as to salary, tenure, and pension. All the commissioners of the London Court (except such one as might be chosen Chief Judge of the new court) and the commissioners and all the officers of the district courts were abolished upon terms prescribed by the Act.

Subject to the above transfer, the court is to consist of a Chief Judge, being such one of the Judges of the Superior Courts of Common Law or Equity as may be chosen by the Lord Chancellor, and of such number of Registrars (not exceeding four), Clerks, Ushers, and other subordinate officers, as may be determined by the Chief Judge with the sanction of the Treasury.

The Registrars and other officers are to be appointed by the Chief Judge, and are removable by him if unfit, or for any just cause. Their salaries are to be fixed by the Chief Judge, with the sanction of the Treasury, and to be paid from votes of Parliament instead of from the Fee Fund; and they are to perform such duties as he may assign to them with the assent of the Lord Chancellor.

A scale of fees, leviable by stamps or otherwise, is to be prescribed by the Lord Chancellor, with the sanction of the Treasury, and that department is to regulate the mode of appropriating such fees.

The London court is established as a court of law and equity and a principal court of record, and the Chief Judge has all the authority possessed by any judge in the courts of common law or the High Court of Chancery.

The County Courts are made the local bankruptcy courts; and each judge of a local court is given, in addition to his powers as a County Court judge, all the jurisdiction of a judge of the High Court of Chancery.

Authority is given to the Chief Judge, and to each local judge, to delegate any of his powers to a registrar or other officer of his court.

Under the 55th section of the Act, the Lord Chancellor is to appoint a comptroller, holding office during pleasure, with such salary, office, and staff of clerks, &c., appointable and dismissible by himself, as may be directed by the Lord Chancellor with the approval of the Treasury; and such comptroller is to be paid whatever sum the Treasury may direct for expenses of his office and of such clerks and other persons as may be deemed necessary by the Treasury. The main function of the comptroller, as prescribed by statute, is to see that the trustees of the property of bankrupts, appointed under the Act, fulfil their duties; but

he has since been given, in addition, all the duties of the Accountant of the Bankruptcy Court.

The pensions of all registrars and other officers appointed after the commencement of the Act are to be regulated by the Superannuation Act of 1859.

By another Act of 1869 (32 & 33 Vict. c. 83), which came into operation on the same day as cap. 71, viz., 1st Jan., 1870, all the jurisdiction possessed in 1861 by the then Court for Relief of Insolvent Debtors in England, is given to the London Bankruptcy Court, and arrangements are made for winding-up insolvency business.

The provisional and official assignee of insolvent estates, who is to be also styled receiver, is directed to continue to perform the duties imposed upon him by the Bankruptcy Act 1861. If his office fall vacant it may be filled by a person to be appointed by the Lord Chancellor, with such salary as he, with Treasury concurrence may direct.

The taxing master, clerks, and other persons discharging duties connected with the late Insolvent Debtors' Court, are to continue in office, and if appointed before the Act of 1861, are to hold on good behaviour, but may be removed by the Lord Chancellor's order for sufficient reason therein stated. Vacancies in the places of any of such clerks or persons may be filled by the Lord Chancellor, with Treasury concurrence. Upon the duties of any one of them ceasing, he may be given similar duties in the London Bankruptcy Court, if his services are required; otherwise he is to retire on the abolition terms given by the Bankruptcy Act, 1869.

The former salaries and title to pension of the officers so continued in office are saved to them.

The date of closing every insolvency case in existence at the commencement of the Act is fixed to be at the expiration of twelve months from such commencement, or of twenty years from the date of filing the petition. At that date every insolvent, or if dead his representatives, will be in the same position as if he had then obtained his discharge under the Bankruptcy Act 1869.

By the Act 32 & 33 Vict., c. 91, the stock and cash standing to the Bankruptcy Fund Account, the Chief Registrar's Account, Unclaimed Dividend Account, and the Bankruptcy Act, 1861, sec. 26, Account, in the name of the Accountant in Bankruptcy, were transferred to the National Debt Commissioners, and the Consolidated Fund was made liable for the cash debts of the Bankruptcy Court in respect of bankrupts' estates, and for the cash debts of the late Insolvent Debtors' Court in respect of the estates of insolvents.

By an important provision of the same Act, sect. 14, the Treasury may, with the concurrence of the Lord Chancellor, increase or diminish the number of officers in the Court of Bankruptcy, and the amounts of their salaries, and determine the condition of their tenure of office, and regulate the expenses and contingencies of the said court, or the officers belonging thereto.

The Supreme Court of Judicature Act, 1873, of which the operative date will, we understand, be deferred till next year, enacts that the jurisdiction of the London Court of Bankruptcy shall be transferred to the High Court of Justice, and assigns bankruptcy business to the fourth or Exchequer Division of the Court. During the current Session of Parliament, however, a Bill was introduced by the Lord Chancellor, for the purpose, amongst others, of preserving the present distinct jurisdiction of the Bankruptcy Court. Although, through pressure of business, this Bill has been withdrawn, it seems probable that the particular provision in it, above mentioned, will eventually become law; and our recommendations regarding the London Bankruptcy Court have accordingly been made upon this assumption.

In the estimates of 1874-75, a sum of £45,117 is provided for salaries and expenses of the London Bankruptcy Court, including £7000 for prosecutions of fraudulent bankrupts ordered by the court under section 16 of the Debtor's Act, 1869, 32 & 33 Vict. c. 62, a source of expense which seems to be increasing.

If we add to the above sum of £45,117 that of £29,000 provided under the County Court vote as remuneration to registrars of County Courts for doing bankruptcy business, being a fixed proportion of the stamp duty levied thereon, we arrive at a total expense of £74,117. But the stamp duty, which is rapidly growing in amount, must be set off against this outlay. The duty collected in 1870 was £40,335; in 1871, £48,125; in 1872, £47,900; in 1873, £56,653. The net expense, therefore, of the Bankruptcy Courts in London and the country, for salaries and contingencies, apart from the remuneration of judges, is something under £20,000 per annum.

Moreover, that portion of the cost which is connected with the business of the late Insolvent Debtors' Court and with Bankruptcies prior to the Act of 1869, is temporary only. This portion now represents about £7000 a year.

(a) Under 1 & 2 Geo. 4, c. 115, these commissioners were given a court in Basinghall-street, and a registrar of their meetings was appointed, at £200 a year, with rooms, coals, and candles.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Q.C., Judge.)

Nov. 16 and Dec. 8, 1874.

*Ex parte KEMP; Re TOPHAM.**Voluntary payment to protect surety—Fraudulent preference—Motive.*

Payments made by an insolvent trader to a creditor, voluntarily and without any pressure, for the purpose of protecting a solvent surety who had guaranteed the creditor, and who had not applied to the debtor to make the payments for his protection as surety.

Held, a fraudulent preference under 92nd section Bankruptcy Act 1869; and the creditor, knowing of the insolvency of the debtor when the payment was made, is not a payee in good faith within the meaning of the proviso to that section (Marshall v. Lamb, 5 Q. B. 115).

A motive on the part of the debtor which will prevent a payment being considered a fraudulent preference must be real, and exist in fact, and not be a mere pretence: (Edwards v. Glyn, 28 L. J., N. S., 350, Q. B.; Brown v. Kempton, 19 L. J., N. S., 169, C. P.; Bills v. Smith, 34 L. J., N. S., 68, Q. B.; Ex parte Blackburn, 25 L. T. Rep. N. S. 76; L. Rep. 12 Eq. 358; Ex parte Topham, 28 L. T. Rep. N. S. 716; L. Rep. 8 Ch. App. 614; Ex parte Butcher, 30 L. T. Rep. N. S. 482; 9 Ch. App. 595; Ex parte Kevan, 24 L. T. Rep. N. S. 395; L. Rep. 9 Ch. App. 752.)

Wilberforce, instructed by Berry and Robinson, Bradford, supported.

West, instructed by B. C. Pullan, Leeds, opposed.

His HONOUR.—This is a motion on behalf of Alfred Blyth Kemp, the trustee under the bankruptcy of Moses Topham, for an order that the Exchange and Discount Banking Company (Limited), Bradford, do pay to Kemp, as such trustee, the following sums, received by the banking company on the following dates: the 18th April 1874, £434; the 25th April, £177; the 27th April, £1016 3s. 6d., and the 29th April, £68, making together £1695 3s. 6d., with interest on such several sums at such rate as the court shall order from the date of such payments, such payments, with the exception of the first thereof, having been made by the bankrupt to the banking company, after notice of an act of bankruptcy committed by him, and after the presentation of a bankruptcy petition by John Hirst, and others, against the said Moses Topham, and after the appointment of a receiver of the property and manager of the business of the said Moses Topham, and pending the proceedings under such bankruptcy, and the continuance of such appointment of a receiver, and the whole of such payments being made by the said bankrupt, while being unable to pay his debts as they became due from his own moneys in favour of the said banking company, and with a view of giving the said banking company a preference over the other creditors of the said bankrupt, and the said bankrupt having become bankrupt, within three months after the date of such payments, and such payments being fraudulent and void as against the trustee of the property; and that the banking company may pay the costs of the application. [His Honour went into the details, and concluded.] Upon the first ground, that of fraudulent preference, it appeared to me to be clearly established, that all the payments were made by the bankrupt when he was unable to pay his debts as they became due out of his own moneys, and within three months of his bankruptcy; that they were made voluntarily and without any pressure on the part of the bank, and not in the bankrupt's ordinary course of dealing with the bank; that the bank received them, knowing or having sufficient grounds for believing that the bankrupt was insolvent, at least as early as his pay day in April (the 16th). And upon the whole of the evidence, I come to the conclusion that the bank was justified in that belief, and that the payments were, in fact, made to protect Tattersall from liability on his guarantee to the extent of those payments. To show that payments made under such circumstances and for such a purpose were fraudulent preferences, reliance was placed by Mr. Wilberforce on the case of *Marshall v. Lamb* (5 Q. B. 115). In that case the bankrupt, being in insolvent circumstances, and contemplating bankruptcy, voluntarily and without any pressure or application on the part of the creditor paid off a mortgagee (who was ignorant of the debtor's insolvency, or his motive for making the payment), for the purpose of discharging from the mortgage property of third parties, who, as sureties for the debtor, had made their property a security for the defendant, and such payment was held to be a fraudulent preference. Lord Denman says (p. 726): "The defendant was a creditor of the bankrupt, because the money was lent to him, and he covenanted to repay it. The payment was therefore emphatically a payment of the bankrupt's debt in order to release the property of his friends, which they had

mortgaged for his benefit. The defendant, therefore, did receive 20s. in the pound out of the bankrupt's estate to the prejudice of other creditors, although it was no benefit to him, for he would have been as well off if he had kept the mortgage deeds." Here the bank did not benefit by the payment, for they were amply secured by Tattersall's guarantee, the sufficiency of which has not been and is not now questioned. And Lord Denman adds: "Suppose the bankrupt had borrowed money from the defendant, on the joint and several note of himself and a perfectly sufficient and solvent surety, and had voluntarily and in contemplation of bankruptcy paid off the note in order to relieve the surety" (which is substantially this very case) "the defendant (the lender) would derive no benefit, for the solvent surety would be as good to him as money. Yet would not this be a fraudulent preference? In that, as in the present case, it seems to us, that the creditor (*quoad* the bankrupt estate) is preferred—he receives out of the estate 20s. in the pound, whereas the other creditors do not, and he is preferred fraudulently (*quoad* the bankrupt's intention), and though the motive for giving that preference was ultimate advantage to himself and his own family and not to the creditor, we think the preference fraudulent and the payment void." Mr. West, on the part of the bank, sought to avoid the authority of that case by suggesting that the subsequent changes in the law of bankruptcy have rendered that decision no longer applicable. I am not aware of any changes in the law which affect the authority of that case as to what constitutes a fraudulent preference—though undoubtedly the defendant in that case would now be protected by force of the proviso at the end of the 92nd section of the Bankruptcy Act 1869, as being a payee in good faith, and for valuable consideration: (*Ex parte Blackburn* (*ubi. sup.*); *Ex parte Butcher* (*ubi. sup.*); *Ex parte Kevan* (*ubi. sup.*)). But the 92nd section has not (as shown by the same authorities, especially *Ex parte Blackburn*) altered the law of fraudulent preference otherwise than by substituting "inability to pay debts as they become due out of the debtor's own moneys, if bankruptcy follows in three months," for "payments made in contemplation of bankruptcy." Mr. West then referred to *Edwards v. Glyn*, 28 L. J., N. S., 350, Q. B., as an authority showing that a payment made with intent to relieve a surety is a good payment and not a fraudulent preference. In that case *Marshall v. Lamb* was cited, and no doubt was cast on its authority, but the special circumstances which existed in *Edwards v. Glyn* were relied on as showing two grounds on which the payment in that case was not a fraudulent preference consistently with *Marshall v. Lamb*. First that the payment was made under pressure from the sureties, bringing the case within the authority of *Brown v. Kempton* (19 L. J., N. S., 169, C. P.); and secondly, that the advance was made for a specific purpose which failed, and that in equity therefore the money advanced did not become the property of the bankrupts, and therefore did not pass to their assignees. And it appears to me that which ever be adopted as the ground of the decision in that case is not applicable to the present, and does not detract from the authority of *Marshall v. Lamb*. There is no evidence in this case that Tattersall or the bankrupt's father ever required or requested the bankrupt to relieve them, or either of them from their guarantees, but the payments were his own voluntary acts, not affected by any communication with or from either Tattersall or the father. It was then contended by Mr. West on behalf of the bank, and he relied upon this as his strongest ground, that the payments made by the bankrupt were not made with any intention to prefer the bank, but were made with the hope and expectation that Tattersall would, if the payments were made into the bank, render the bankrupt further assistance so as to enable him to meet his present difficulties and thereby enable him to go on. And as evidence that this was the bankrupt's motive Mr. West read and relied upon the examination of the bankrupt's son, Wilson Topham, taken before the registrar, 8th June 1874: After stating that he was the son of the bankrupt, was twenty-years old last February, and the son-in-law of Tattersall, and that he kept the bankrupt's books, bought and sold goods and generally managed the mill, and stating also the circumstances under which his father had come to live with him in Nov. 1873, and that he had since paid him 10s. a week for rent, and 30s. a week for board, Wilson Topham says, "I have known for a year and a half that we have been selling at a loss. Until the beginning of April 1874 I did not know that my father would be unable to go on. In the back end of March or beginning of April some of the creditors refused to let us have any more goods, and our looms were standing for a fortnight or three weeks. Our only hope of going on was to get help from my father-in-law. My father and I had conversations as to the impossibility of our going on without assistance. I

asked my father-in-law for assistance, and so did my father, but he gave no definite answer. We had no bills returned at that time. When the bill of Mason, Bros., came back, I again applied to my father-in-law for assistance, but he said he had come to no conclusion. Subsequently other bills were returned. After this I received money from my father's debtors, and paid it into the bank. I paid to my father's credit on and after 7th April seven several sums, amounting together to £2000 and upwards. At that time the bill of Mason, Bros., had not been returned" (This can only refer to payment before the 14th April). "Many debts owing to my father were overdue, and many creditors were pressing. The reason of my paying the money into the bank instead of to the creditors was as follows: My father-in-law said, 'now get in all the money you can by the next pay day'" (this can't refer to payments after 16th April). "In the meantime I will consider it over, and if I think right to help you then you will be ready for paying all off at the pay day (that is the 16th April)." There were a good many accounts which ought to have been paid on the previous pay day (in March), but we asked that they might be allowed to stand over for a month. The creditors were frequently asking for their money. Mr. Arnold came in April two or three times before our pay-day (16th). Before that day I paid into the bank all I could. This refers only to payments before 16th April. On the Thursday after the April pay-day (23d April), my father told his creditors to call on the Monday following. The day previous (Wednesday) I saw Mr. Tattersall, and that evening he promised to help us. He asked me what we should require, and I said I thought we could do with £2000 more—that was beyond his guarantee." (If he said this he must have known it to be false.) "I understood I was to have £2000 on the Monday." (He does not say Tattersall agreed to advance £2000.) "I did not get the money, and because my father was served with a notice in bankruptcy I saw my father-in-law before dinner on that day, and on his asking me whether I had anything new, I said, 'Yes; my father has got notice in bankruptcy.' The notice in bankruptcy was left at the mill between ten and eleven. I had paid the money into the bank before seeing my father-in-law" (but after he knew of the bankruptcy proceedings). "I told my father of the bankruptcy notice being left at the mill. I paid the money into the bank in full, expecting that my father-in-law would assist us." (This cannot be true, unless he meant to defraud Tattersall, because he paid the money in after he knew of the bankruptcy proceedings.) "Upon the receipt of the bankruptcy notice my father, my father-in-law, and I went to see Mr. Harris, the solicitor. He told us we must get the notice taken off the file before anything could be done." No other evidence was offered. The bankrupt was not examined, nor was Tattersall. No Tattersall's examination is on the file. The question as to what was the motive under which the payments were made depends upon the intention of the bankrupt, and that must be judged of by his acts, and *prima facie* payments made under such circumstances as existed in this case were fraudulent and would be presumed to be made with intent to defeat the equal distribution of the bankrupt's estate among his creditors. The existence of any other motive which is to counter-vail the effect of a payment otherwise fraudulent must be established as a fact, and must, I conceive, be an honest motive, that is, such a motive as might fairly influence the conduct of an honest debtor. Now, judging of the motives of the bankrupt by his acts, the only evidence before me which relates to his acts, consists of the application of the several creditors who were pressing him for payment, and to them he represented that his son had gone to Leeds to collect moneys, with which he hoped to pay all in full, representations which he must have known to be false, and must have made merely to delude and deceive his creditors. There is no evidence that Tattersall ever made him, or even his son, any promise of assistance, which, under the circumstances, could justify any hope or expectation on the bankrupt's part that by means of the moneys so paid into the bank, and any assistance he could obtain from Tattersall, the creditors could be paid. If Tattersall ever had made any promise of assistance, even to the extent of £2000, in addition to his guarantee (and there is no evidence that he ever did) such promise could only have been obtained by the bankrupt and his son by fraudulently concealing from Tattersall the extent of the bankrupt's insolvency. An advance of £2000, or double or treble that sum, could not have relieved the bankrupt, so as to have enabled him to continue his business as an honest trader. He owed £18,000 and upwards, and after paying Tattersall as landlord he had only about £700 assets to pay with. I regard the statement made by the bankrupt as to expectation of assistance from Tattersall as having been made without any authority from Tattersall, and for the purpose of deluding and deceiving the creditors, and was

not the motive for making the payments into the bank. Mr. West relied upon the law as to the motive of a payment alleged to be a fraudulent preference as laid down by the Chief Judge in *Ex parte Blackburn* (ubi sup.), and which was adopted and approved of by Mellish, L. J., in *Ex parte Topham* (ubi sup.); but it must be remembered that in most of those cases there was abundant evidence of another motive which might properly operate upon the mind of the bankrupt besides the intention to prefer, as to which it must also be borne in mind that as explained by Cockburn, C. J., in *Bills v. Smith* (14 L. J., N. S., 68, Q. B.), the intention to prefer is an inference or presumption drawn from other facts, while the existence of any other intention as the motive of the payment must be *bona fide*, and be established as a fact to the satisfaction of the tribunal that has to determine the question, whether that tribunal be a judge sitting alone or a judge assisted by a jury. In this case I am satisfied that upon the facts in evidence no jury would conclude that the payments were made in expectation of assistance from Tattersall, but that the suggestion is a pretence and nothing more. I am confirmed in this conclusion by the silence of Tattersall, and his non production as a witness in this motion, for I cannot shut my eyes to the fact that he was present with his solicitor during the hearing, and that the opposition by the bank was made in his interest and for his protection. There is another view of this case, treating the defence as really the defence of Tattersall, to which I ought not to allow myself to be blind. Tattersall was present on the 16th and 23rd April; when the creditors were pressing the bankrupt for payment of their debts, and he was making representations as to the purpose for which his son was collecting moneys, namely, that he (the bankrupt) might thereby provide himself with means for paying the creditors who are pressing for payment, and Tattersall (though he may not have made any representation himself) was supporting and encouraging the bankrupt in these improper endeavours to uphold his credit. Tattersall's observations to Wainwright, who had pressed strongly for his debt, that if he (Wainwright) had said as much to him (Tattersall) as he had said to the bankrupt, he would have kicked him out of the room, could have been made only with the object of endeavouring to uphold the bankrupt's credit. Now it appears that at this time Tattersall must have known that the bankrupt was insolvent, for it is stated in Tattersall's examination, which is on the file, that he had discounted the bill of Mason, Bros., for the bankrupt, which had been returned dishonoured on the 14th April, and that he (Tattersall) had instructed his lawyer to commence proceedings upon the bill against the bankrupt and the drawers, Mason, Bros. And although the evidence does not show, nor can I suppose that Tattersall was aware of the hopeless state of insolvency in which the bankrupt then was (but which must have been known to him and his son), Tattersall knew enough of the bankrupt's state of embarrassment to make it a violation of good faith on his part to the other creditors to assist and encourage the bankrupt in holding out false representations to the creditors as to the purpose for which the moneys collected by the son were to be applied, and as those moneys were, with Tattersall's privity, represented by the bankrupt to be collected as part of his estate for payment and distribution among his creditors, it would be contrary to equity and good conscience that Tattersall should now be allowed, through a defence set up for him through the bank, to treat those payments as made for his benefit, he never having done any act, directly or indirectly, which in his character of surety would have entitled him to have those payments so treated. I may observe, before concluding, that seeing the nature and object of the defence, I asked Mr. West whether the bank desired that Tattersall should be made a party to the motion, and served with the notice (a proceeding which I consider I had power to order, as the motion is made under the 72nd section of the Bankruptcy Act 1869), but Mr. West (after consulting with those who were instructing him) declined the offer I was prepared to make. Treating the case, therefore, as one between the bank and the trustee, I am of opinion that it is brought within the authority of *Marshall v. Lamb*, and that I am bound to follow that decision. Mr. West hardly attempted to contend that if the case were a fraudulent preference within the 92nd section the bank would be entitled to the benefit of the proviso, and it is clear, upon the manager's evidence, that they were not. They had notice of the insolvency when the payments were made, and accurately described the purpose for which they were made. The order therefore will be that the bank do forthwith pay to the trustee the sum of £1695 3s. 6d., the aggregate of the four sums mentioned in the notice of motion, and the costs of the motion to be taxed by the Registrar. The notice of motion asked for interest, but as I treat this motion as the substitute for an action by the

trustee against the bank for money had and received to his use, and as no interest would be recoverable in such an action, I on that ground do not make any order for payment of interest.

LEGAL NEWS.

THE appeal in the *Exeter Reredos* case is appointed to be heard by the Judicial Commission on the 19th inst.

THE CIRCUITS.—Notice has been given that the judges will meet in the Exchequer Chambers on the 21st inst., to choose their circuits for next spring.

FEES AT POLICE COURTS.—On New Year's Day, a new system, by an order in council, was adopted as to the payment of fees at the Metropolitan police courts, and those of Sheerness and Chatham, that of payment by stamps instead of money, for summonses, warrants, declarations, &c.

ATTENTION is drawn by the Registrar-General to the provisions of an Act of Parliament which has just come into force, by which the registration of birth and deaths is rendered compulsory, under penalties for neglect to carry out the provisions of the statute.

RECOVERY OF RATES.—The Paddington Vestry resolved, at its last meeting, for the future to summon defaulters in the parochial rates before petty sessions held in the district, instead of, as hitherto, taking them before a stipendiary magistrate.

THE town council of Liverpool, at their meeting on Wednesday last, unanimously resolved to increase the town clerk's salary from £2000 to £2500, and also approved of a recommendation to appoint an additional clerk in the town clerk's office at a salary not exceeding £300.

THE TOWN CLERKSHIP OF MAIDSTONE.—At a meeting of the Corporation of Maidstone, last week, Mr. John Monckton gave in his resignation as town clerk. Mr. Monckton, who is father of the town clerk of the City of London, has held the office for 36 years, and is now upwards of 70 years of age. His resignation was accepted.

THE EPIPHANY QUARTER SESSIONS.—At the Epiphany Quarter Sessions the recent circulars from the Home Office respecting the increase of magisterial powers, punishment for assaults and desertions from the army, were carefully considered. Sir Stafford Northcote and Sir Massey Lopes took part in the discussion at the Devonshire Quarter Sessions, which embraced a wide range of subjects relating to magisterial procedure and jurisdiction.

THE Devonshire magistrates have made suggestions for extending the powers and jurisdiction of justices. The most important were that they should have the power of committal for contempt of court, that records of petty sessional convictions be kept and be admissible as evidence, that in cases of larceny of property below 5s. they should have the power to fine instead of imprisoning, and in cases of offences by boys under 16 they should be able to order flogging.

BAIL IN CASES OF MURDER.—Mr. Justice Archibald, sitting at Judges' Chambers, heard an application to admit a prisoner in Swansea Gaol, named Gordin, to bail, on a charge of murder, until the next assizes. The alleged offence was committed on board a French vessel. One of the reasons urged was that the trial could not come on for nearly three months. His Lordship, having read the depositions, declined to accept bail.

THE RECORDERSHIP OF HULL.—Mr. W. Cole Beasley, Q.C., who has succeeded to the Recordership of Hull on the resignation of Mr. Samuel Warren, was entertained, together with Mr. Wilson, M.P., the borough magistrates, the clerk of the peace, and other officials, by the mayor (Mr. Alderman Charles Wells), at the Town Hall. The Recorder was formally introduced to the magistrates and others with whom he will be called upon in future to act in the administration of justice.

THE LATE KIDDERMINSTER ELECTION PETITION.—An indictment has been prepared against Mr. Albert Grant, the late member for Kidderminster, and was laid before the grand jury at the Worcestershire Quarter Sessions, commencing on Monday, charging him with misdemeanour in connection with the election held at the dissolution of Parliament in January last. The indictment, which has been prepared by Mr. Bowen of the Oxford circuit, contains something like 100 counts, and evidence will be offered upon it before the grand jury, who will have to decide whether to return a true bill or not.

JUDICIAL REFORM IN EGYPT.—It appears from the *Times* that France and Greece have agreed to the consolidation of the various Egyptian jurisdictions under one judicial system. An English judge of first instance is required in addition to the English judge of appeal already named; and the recommendation to this post is intrusted to the Secretary of State for Foreign

Affairs. The post is for five years certain, at 30,000 francs per annum, with an additional year's salary if it be then resigned, and the legal proceedings are to be conducted in the French language, and generally subject to certain modifications, the law of France will be adopted.

THE GOVERNMENT OF LONDON.—A report on Lord Eloho's Bill for reconstructing the Municipal Government of London, was presented to the Paddington Vestry by its Legal and Parliamentary Committee. The general conclusion arrived at was, that the prospective advantage of eligibility for councillors, aldermen, and Lord Mayor, offered to the ratepayers of Paddington, would be more than counterbalanced by the loss of their existing privileges of local Government. A motion was adopted by the vestry, declaring that such a measure should only be brought in by and under the control of the Government.

CRIMINAL LUNATICS.—The *Pall Mall Gazette*, in an elaborate article upon this subject, refers to the recent report of Dr. Orange, the medical superintendent of Broadmoor Asylum, which describes the escape from confinement of several lunatics. The *Pall Mall Gazette* discerns between sane and insane prisoners, who should be guarded effectually for the security of the public. It is suggested that the astounding fact that since 1863 between forty and fifty of them have escaped should awaken the public to the gravity of the danger, and stir up the proper authorities to prompt and decisive action for its removal.

THE PLYMOUTH, STONEHOUSE AND DEVONPORT LAW STUDENTS' SOCIETY.—The first meeting of the society was held on Monday evening, in the Law Library, Plymouth, when Mr. J. W. Matthews delivered an address to the gentlemen who were present. His remarks were full of excellent and sound advice as to the discharge of the onerous duties which would devolve upon the students both in their present and after capacities, and he pointed out to them that if they had a full responsibility of the position which they would hereafter occupy, they would gain an amount of knowledge and learning which would be of lasting benefit to them. He also threw out several valuable hints for the future guidance of the society. The address was very highly spoken of by Mr. Wolferstan, Mr. Loye, Mr. Mann, and other gentlemen who took part in the brief discussion which followed. Mr. Matthews was very heartily thanked for his kindness, and it was suggested that his address should be circulated among the members.

THE FRIENDLY SOCIETIES BILL.—Addressing the Foresters at Wolverhampton, on Wednesday night, Mr. Staveley Hill, Q.C., M.P., made some excellent remarks in reference to the proposed action to be taken by Parliament next session on the Friendly Societies Bill. He thought, above all things, that it should not be overlaid with details. What he wanted to aim at was to promote these two things: In the first place adequate protection to the funds of the various orders; and in the second, a guarantee for their solvency. In all other matters as to the general details of the working of the societies, they might very well be left to the discretion of those who occupied the positions of chief officers, and he had little doubt but that they would perform their duties in future as well as they had done in the past; but, as he had said, with regard to the solvency of this and other orders, it was desirable that they should have some sort of inspection. If something of that kind had been brought to bear earlier upon certain societies, it would have prevented disastrous results and widespread misery which had followed from over-speculation. He was very much gratified at the opportunity they had given him of becoming connected with their order, because, apart from any political considerations, it would afford him the opportunity of serving their interests. Before Parliament met he hoped he should receive from them full counsel and advice. He might say especially the present Government would listen to any suggestions that he or any other member of the House of Commons might make to them, very readily consider them, and as far as possible, include them in the proposed measure.

ABOVE THE LAW.—"A Pedestrian" writes to us under date Saturday:—"I have just (10.30 a.m.) walked from Victoria Station to St. James's-street. The pavement in front of the various shops and clubs along my route had been or was in course of being cleaned, but that in front of the Royal Mews, Nos. 4, 5, and 6, Buckingham-gate, around Buckingham Palace, was entirely untouched, and the snow and slush lay thick upon it. Are the persons left in charge of the palaces unable to bear the expense of clearing away the snow, or are they above the law?" Another correspondent writes to mention that he noticed an instance of the same disgraceful neglect in front of the British Museum. "A Street Tumbler" writes on the same subject:—"Having, on Saturday morning, traversed an unbroken field of ice extending along the footpath from Kensington to Knightsbridge with two or three tumbles only, and without broken limb—"

little thankful for small mercies as to ask you whether it is not possible to shame the authorities of those parts into the slight exertion which would be necessary for insuring the safety of foot-passengers. A great number of the houses (Rutland-gate, Prince's-gate, Hyde Park-gate, &c.) along this, the main route to the south-west out of London stand back from the road, with two foot-paths in front of them, one immediately along the houses, the other that which is used for general traffic under a low wall, some yards in front of the houses. This, I take it, should be kept free by the vestries, but the Legislature, intending that the vestries should undertake such duties, has called upon them to do so only 'at such times as they think fit' (18 & 19 Vict. c. 120, s. 117). They do not think fit to do so at all, and the unlucky public, for whose benefit they are supposed to exist, may slip and tumble about, while there are hundreds of able-bodied paupers who would be glad to earn sixpence by the hour's work, which would be enough to clean the pathway, if only by sprinkling sand or ashes along it. The rest of the footway runs for the most part under private walls, the owners of which should be compelled by the police to comply with the 2 & 3 Vict. c. 47, s. 60, by which every occupier 'who shall not keep sufficiently swept and cleansed all footways . . . adjoining to the premises occupied by him' is liable to a fine of 40s. But the police do nothing, possibly because the vestries do nothing."

THE USE OF THE "CAT."—At the Monmouth Quarter Sessions, a discussion arose as to the use of the "cat." The chairman gave it as his opinion that it was a great deterrent of violent crime. His remarks were supplemented by the vice-chairman (Mr. Granville Somerset, Q.C.), who said that any brutal assault arising out of election riots or any other destructive crime should not be heard at quarter sessions, but sent for trial at the assizes. Lord Aberdare, at the Glamorganshire quarter sessions at Cardiff, opposed a motion which had been submitted by the magistrates of Swansea, in favour of inflicting corporal punishment on all persons guilty of assaults with violence. He said he for one should refrain from calling upon the Government to make so great a change without greater security for the exercise of it with discretion. It had been argued with regard to crimes of violence, that the character of the whole country had been altered for the worse, but the general result of experience in these matters was this—that in times of the greatest prosperity, there was a decrease in the crimes of fraud, and an increase in crimes of violence. That arose from drink, and, unfortunately, the great increase of wages had gone to those who did not know how to use it. There was no idea more prominently fixed in the English mind at the present moment than that the punishment of flogging had put an end to garotting. He happened to be appointed to the Home Office as Under-Secretary in Nov. 1862, and the outbreak had taken place in the previous July. There were many cases of garotting, and the offenders escaped with impunity, the consequence being that the crime increased. The streets were filled with police in plain clothes, and in November the whole of these garotters were in custody. In some twenty-five cases which had been reported there was only one genuine case when they came to be examined into, and that was the case of an old woman on Primrose-hill, who was robbed with a certain amount of violence. Lord Aberdare said he had a dislike for flogging, not only from his personal experience of it in his youth, but also from its general effect. He thought it a brutalising punishment, and one only to be resorted to where absolutely necessary. He thought they would incur great danger in entrusting magistrates so widely as it was proposed to do with the power to inflict this punishment.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

PROFESSIONAL REMUNERATION.—I have been, and am still much exercised in my mind as to the best solution of the difficult problem of professional remuneration of attorneys, more particularly with reference to conveyancing charges, and I must confess that a perusal of the papers of Mr. J. Anson and Mr. Payne, contained in your last number, have not aided me at all in arriving at a conclusion. In the first place, I venture to ask whether solicitors, as a body, are in the habit of charging the scale suggested by the Incorporated Law Society for conveyancing charges. In mortgage transactions, no doubt borrowers have, as a rule, to pay pretty heavily for the accommodation, but even in mortgage transactions my experience is that there is some difficulty in

getting the full commission allowed by the scale. In charges against vendors and purchasers, I have no hesitation in saying that in large transactions, not one solicitor in ten, or perhaps more accurately, no solicitor in more than one in ten transactions, will succeed in getting the full commission. I will give you my experience of three cases. In one, a very simple title, a solicitor acting for a mortgagee, for £4000, advanced many years ago, sold an estate for £4500. After much worry and anxiety as to whether the property would realise sufficient to pay the mortgage and a year's arrears of interest and costs, he paid the auctioneer £60 for his commission, the auctioneer not having a particle of worry or responsibility, and on settling accounts with the mortgagor, the solicitor deducted £45 for commission being £22 10s. less than the scale, but probably £5 above what he could have run up a taxable bill to. The mortgagor protested against the charge, saying that the scale was framed for the protection of clients, so that solicitors should not go beyond it, but were to keep as much below it as possible. A solicitor was concerned for a purchaser of an estate for £8500, and charged him £55 for costs (the scale charge is £140), and £45 for stamps, &c., total £100. This client was a wealthy, and by no means illiberal man, with whom the solicitor was and is on the most friendly terms, and yet he tells the solicitor he did not see what work was done to justify a charge of £55. A solicitor is now concerned for a purchaser of an estate of nearly £18,000, also, a liberal, I may say generously liberal, man, but he will not have the effrontery to send in a bill exceeding £120, whereas the commission is as per scale £240, exactly double. Are the above exceptions to the general rule, or is the solicitor concerned too sensitive, or what is his weakness? Take the converse case of small purchasers. I act for a public company who have been buying a lot of small tenements. Some of these vendors (to my annoyance, although, of course, it is to the advantage of the company) bring me their deeds instead of going to a solicitor. The title is full of flaws, defects, absence of certificates, of chains of representation, of evidence of identity of parties, &c. Am I to charge against the company on a £100 purchase, £3 for vendor's costs, and the like sum for purchasers, and is the scale to apply as against railway companies, &c., on computing purchases? I know not one solicitor in a hundred will say so, and yet on what principle can anyone charge a company in one way and a poor purchaser another. A letter appeared some weeks back in your journal complaining of a firm of solicitors who charged in excess of the scale on small purchases, but charged by the scale in large ones. Their conduct I think deserves the highest commendation instead of reprobation. There is another aspect of the question, and that is a certain class of solicitors will decline to undertake conveying small properties any more than they will appear in police courts or County Courts, and a hardship would be inflicted on the class of practitioners who have the class of business. Why should the solicitor of some wealthy nobleman or landed proprietor sack £1030 at one swoop on £100,000 purchase, which is more than his less fortunate brother in 170 purchases of £200 each, in which the labour and personal skill required is a thousand fold greater. I have by no means exhausted what I have to say on this, and on the kindred subject of remuneration for skill, a very dangerous question, but the foregoing remarks, I believe, have the merit of not having been publicly put forward, and may tend to show that the adoption of a scale is not such an easy and not altogether such a fair proceeding as some persons seem to imagine. E. C. PETGRAVE.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fide.

Queries.

76. DOWER.—Would a declaration against dower in a purchase deed be binding if the deed were not executed by the purchaser? J. S. C.

78. LEASE—STAMP.—A. some time ago leased a property to B., at a rent of £400 for a term of fourteen years. An *ad valorem* duty of £2 5s. was paid, which would cover a rent of £450, as there was a covenant in the lease to pay an increased rent on certain improvements being made. The improvements have now been made, and the rent is increased to £415, and a covenant to pay the extra £15 is given. It is not known whether the covenant will be by indorsement or not. What stamp (if any) is proper to be affixed to the covenant to pay the extra rent of £15?

A SUBSCRIBER FOR MANY YEARS.

77. APPOINTMENT OF NEW TRUSTEE.—A will provides that if either trustee shall die, or "give up his trusteeship for any cause whatsoever," it shall be lawful for the other trustee to appoint a new one. One of the two trustees has become poor and disreputable, and refuses to sign any power of attorney, or other document, without being (as once or twice he has been) paid by the tenant for life to do so. Is this a sufficient "giving up" to entitle the willing trustee to appoint a substitute for the troublesome one? H. C.

Answers.

(Q. 73.) **NATURALISATION.**—I recently obtained a certificate of naturalisation from the Home Secretary for a client of mine. In such certificate a statement appears similar to that in 33 & 34 Vict. c. 14, quoted by "Lex;" and I do not see how a naturalised British subject can effectually claim freedom from military service abroad unless he fall within the exemptions specified in the Act and his certificate of naturalisation. With reference to the second enquiry. In the case in which I was concerned there was not any certificate required from the alien's own country before or subsequent to the application to the Secretary of State. W. M. K.

LAW SOCIETIES.

PORTSMOUTH LAW STUDENTS' SOCIETY.

A GENERAL meeting of the members of the above society was held at the Masonic Hall, Portsmouth, on Monday evening last, when W. H. Herington, Esq., solicitor, took the chair.

The subject for discussion was "That the case of *Durham (or Denham) v. Spence* (L. Rep. 6 Ex. 46; 23 L. T. Rep. N. S. 500; 40 L. J. 3, Ex.; 19 W. R. 162) was not rightly decided," the moot point being as to whether the words "cause of action" used in the 18th section of the Common Law Procedure Act 1852, are to be construed to mean the whole cause of action, or simply the breach of contract. The case has been the subject of considerable discussion of late, and the point which it involves has occupied the attention of the judges of the Superior Courts upon several occasions within the past few years.

The principal speakers in the affirmative were Messrs. Whitehall and Bramson; and in the negative, Messrs. Fraser and Mills.

Messrs. Kerwood and Sims also supported the affirmative; and Messrs. Wainscot, Hellyer, Blake, E. J. Palmer, and Bolitho, the negative.

Upon a division there was found to be a majority for the negative by two.

Upon the motion of Mr. Blake, seconded by Mr. Kerwood, a vote of thanks was accorded to the chairman for his attendance, and in reply Mr. Herington said that it afforded him much pleasure to preside at their meetings, and that he must congratulate the speakers upon the manner in which they had conducted the debate, which showed they had well studied the point under discussion.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A GENERAL meeting of this society was held on Monday night, in the County Court, presided over by Mr. M. J. Burn. The subject appointed for the evening's discussion was as follows:—"The members of a highway board, upon an allegation that a path across the plaintiff's field was a public highway, by a resolution passed at a board meeting, directed their surveyor to remove an obstruction laid across it by the plaintiff. The following day they gave him an order in writing to the same effect. He removed the obstruction accordingly, and the plaintiff thereupon brought an action of trespass against the members of the board who had concurred in the resolution and the surveyor. Is the action maintainable? (*Mill v. Hawker*, L. Rep. 9 Ex. 309.)" Messrs. B. Crook and J. Yeoman were the leaders in the affirmative, and Messrs. J. H. Dransfield and E. F. Brook the leaders on the negative side of the question. The question was decided in the negative by a majority of one. Some of our readers will doubtless recollect that three prizes, consisting of law books, of the value of 5, 3, and 2 guineas, were some time ago offered by the County Court judge (Serjeant H. T. Atkinson), Mr. Councillor Barker, and an honorary member of the society, for the three best essays, in order of merit, on "The Law of Husband and Wife," the competitors to be members of the society at that time under articles. The essays were not to exceed 200 folios in length, and were to be sent in to the then president, Mr. Councillor Barker, on or before the 7th Sept. last. On that day seven essays were sent in to Mr. Barker, and were duly forwarded by him to Mr. E. T. Atkinson, of Leeds, barrister-at-law, who had kindly consented to read them and adjudicate on their respective merits. Owing to the causes named in Mr. Atkinson's award, an extract from which is appended, the result of the competition was not made known until a few days ago. Mr. Atkinson, in directing his award to Mr. Barker, says:—"I at last return the essays, with my award thereon. My most humble apologies are due to you and to the competitors for not havin

long since accomplished my task and returned the essays to their owners; but I can only plead as my excuse the many engagements connected with my profession which have continually broken in upon the perusal of the essays, and also the great difficulty I have experienced in deciding upon the relative merits of the competitors. The essays are all admirably done, and reflect the greatest honour and credit upon those who have taken part in this very useful and honourable contest. My decision has not been arrived at without a very great amount of doubt, but after a most careful examination of the seven essays sent in to me, I have come to the conclusion that the three essays which I place below in their order of merit, are the best in matter, arrangement, and style:—1. 'Dum spiro, spero' (written by Mr. D. F. E. Sykes); 2. 'Peu et peu' by Mr. Charles Hall; 3. 'One step onwards' (by Mr. James Yeoman). I may mention that in my opinion the last of these essays would have taken a higher place but for the unfortunate mistake the essayist has made in over-estimating the space at his command. My task has been a pleasant one—it is now ended—and I have only left me to congratulate the Huddersfield Law Students' Society for being able to furnish so ample a proof of the ability and industry which characterise its members, and which afford positive and cheering evidence of the success of the society's operations."

HULL LAW STUDENTS' SOCIETY.

An ordinary meeting of this society was held in the Law Library on Tuesday last, Mr. J. M. Collier occupying the chair.

After the chairman's examination from Chitty on Contracts, chap. 1, sect. 3, the following moot points were discussed, viz.:

"1. If A. marry B. in a false name, does that invalidate the marriage?"

"2. Supposing they both marry in false names, would that affect the validity of the marriage?"

Mr. C. C. Wilson opened the debate, holding that an affirmative answer should be given to both the above queries, and he was supported in this view by Mr. R. H. Winter and Mr. Moore, while Mr. H. N. Babington (supported by Mr. H. Lambert) urged that a negative answer ought to be returned.

On the voting being taken the first question was decided in the affirmative by the chairman's casting vote, and the second was unanimously decided in the negative.

LAW STUDENTS' DEBATING SOCIETY.

The society resumed its usual weekly meetings after the Christmas vacation on Tuesday evening last, at the Law Institution. It being a quarterly meeting, a list of unpaid fines and subscriptions was laid before the meeting. The election of a treasurer and a secretary took place, these offices having become vacant. Mr. T. W. Ratcliff was elected treasurer, and Mr. C. A. Betts was elected secretary. The question on the paper for discussion was No. cxxxiv., jurisprudential—"Ought further exploration of the Arctic regions to be sanctioned by Government?" which, on being put to the meeting, at the close of the debate, was carried in the affirmative.

LAW ASSOCIATION.

At the usual monthly meeting of the board of directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 7th inst., the following being present, viz., Mr. Steward (chairman), and Messrs. Bennett, Carpenter, Clabon, Collisson, Cronin, Drew, Hedger, Kelly, Lovell, Masterman, Nisbet, Sawtell, Sidney Smith, Tylee, and Boodle (secretary), two grants of £10 each were made to the families of non-members. A proposition made by the Solicitors' Benevolent Association, for an amalgamation with the Law Association, having been considered, it was determined that an extraordinary general court be called for Thursday, the 28th inst., at three o'clock, to consider the question. And other general business was transacted.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

SIR G. CHOLMLEY, BART.

THE late Sir George Cholmley, Bart., barrister-at-law, of Newton Hall, Boynton, and Howsham, Yorkshire, who died on the 23rd December, at the advanced age of ninety-two years, was the eldest surviving son of the late Sir William Strickland, Bart., by Henrietta, daughter and co-heir of the late Nathaniel Cholmley, Esq., of Whitby and Howsham. He was born at Wel-

burn, Kirkby-Moorside, Yorkshire, in the year 1782, and was called to the Bar by the honourable society of Lincoln's-inn in 1810. He was a magistrate and deputy-lieutenant for the east, north, and west Ridings of Yorkshire. For some years he represented Yorkshire in the Liberal interest in the House of Commons, namely, from 1831 till the passing of the first Reform Bill in the following year, when he was returned for the West Riding of Yorkshire. From 1841 to the general election in 1857 he sat for Preston, when he was defeated by Mr. R. A. Cross by a very large majority. He succeeded to the baronetcy on the death of his father, the sixth baronet, in 1832; and in 1865 he assumed by Royal licence the surname of Cholmley in lieu of his patronymic, on inheriting his mother's large estates in Yorkshire. The late baronet was a patron, though not a prominent supporter, of the turf, and the breeder of some of the best race horses. He was twice married: first, in 1818, Miss Mary Constable, only child of the late Rev. Charles Constable, of Wassand, Yorkshire, and by her, who died in 1865, had a family of two sons and a daughter; he married secondly, in 1867, Jane, eldest daughter of Thomas Leavens, Esq., of Norton, Yorkshire. His elder son, Charles Henry, who now becomes eighth baronet, was born in 1819, and is a barrister-at-law; he married first, in 1850, Georgina Selina, daughter of the late Sir W. Milner, Bart.; and secondly, in 1866, Annie, daughter of the Rev. Christopher Neville.

D. HEMING, ESQ.

THE late Dempster Heming, Esq., D.C.L., F.R.A.S., barrister-at-law, and formerly of Caldecott and Lindley Halls, Warwickshire, who died on the 23rd Dec., at Dover, after a short illness, at the advanced age of ninety-six, was the youngest son of the late George Heming, Esq., of Weddington, Warwickshire, by Amicia, daughter and co-heiress of the late Rev. Philip Bracebridge, D.D., rector of Fenny Drayton, Leicestershire. Born in the year 1778, he was educated at the University of St. Andrew's and was called to the Bar by the Honourable Society of the Middle Temple in Easter Term 1808. Mr. Heming, who was one of the oldest members of the profession, practised for some time at the Indian Bar, and returned from that country at an early age, having made a handsome income by his profession. He was an advanced Liberal in politics, and contested the northern division of Warwickshire in the Liberal interest at the first general election after the passing of the first Reform Bill. He was a magistrate and deputy lieutenant for Warwickshire, and served as high sheriff of that county in 1840. He was also a zealous and active Freemason. Mr. Heming married in 1839 Rhoda Mary, third daughter of the late Henry Denham Chard, Esq., merchant, of Lyme Regis, Dorsetshire, by whom (who survives him) he has left a family of a daughter and three sons, the eldest of whom is the well-known novelist, Mr. Bracebridge Heming. The remains of the deceased gentleman were interred in the family burial place in Warwickshire.

THE COURTS AND COURT PAPERS.

SITTINGS AND CAUSE LIST IN AND AFTER HILARY TERM.

Common Law Courts.

Court of Queen's Bench.

SITTINGS AT NISI PRIUS—IN TERM.

Tuesday Jan. 12 | Monday Jan. 25
Monday 13 | No London sittings this Term.

AFTER TERM.

Tuesday Feb. 2 | Tuesday Feb. 16

SITTINGS IN BANCO.

Monday Jan. 11 Motions and new trials
Tuesday 12 Ditto
Wednesday 13 Ditto
Thursday 14 Ditto
Friday 15 Special paper
Saturday 16 Crown paper
Monday 18 Enlarged rules, motions, and new trials
Tuesday 19 Special paper
Wednesday 20 Motions, new trials, and Crown paper
Thursday 21 Motions and new trials
Friday 22 Special paper
Saturday 23 Crown paper
Monday 25 Motions and new trials
Tuesday 26 Special paper
Wednesday 27 Motions, new trials, and Crown paper
Thursday 28 Motions and new trials
Friday 29 Ditto
Saturday 30 Ditto
Monday Feb. 1 Ditto

* On these days the Court of Queen's Bench will sit in two divisions when motions are excluded.

NEW TRIAL PAPER. For Judgment.

Ionides v. Pender

For Argument.

Moved Michaelmas Term, 1873.

LEEDS—Hirst v. Roebuck

[Bovill, L. C. J. (to stand over)—Mr Manisty

Moved Easter Term, 1874.

SUSSEX—Duncombe v. The Brighton and Norfolk Hotel

Company [Lush, J.—Mr Serjt Parry

SUSSEX—Same v. Same [Lush, J.—Mr Holt

SUSSEX—Smith v. Steele [Lush, J.—Hon. A. Thesiger

SURREY—Hobbs v. London and South-Western Railway

Company [L.C.B.—Mr Serjt Parry

SURREY—Brandt v. North-Eastern Railway Company

[L.C.B.—Mr Patchett

BODMIN—Banbury v. Murray [Quain, J.—Mr Lopes

WARWICK—Yardley v. London and North-Western

Railway Company [Pollock, B.—Mr D. Seymour

YORK—Furness v. Midland Railway Company

[Pollock, B.—Mr Field

YORK—Smith v. Sorby [Pollock, B.—Mr D. Seymour

SALOP—Chapman v. Great-Western Railway Company

[Cleahey, B.—Mr J. J. Powell

CARNARVON—William v. Jones [Pigott, B.—Mr McIntyre

CUMBERLAND—Lowes v. Borthwick [Amphlett, B.—Mr Herschell

NORTHUMBERLAND—Frost v. North-Eastern Railway

Company [Denman, J.—Mr Herschell

NORTHUMBERLAND—Reg. v. Sam [Denman, J.—Mr Russell

LANCASTER—Same v. Midland Railway Company

[Dedman, J.—Mr Herschell

MANCHESTER—Seed v. Rawcliffe [Denman, J.—Mr Aston

LIVERPOOL—Ditton Brook Iron Company v. Richards

[Pollock, B.—Mr C. Russell

LIVERPOOL—Driver v. Muntz [Denman, J.—Mr Pope

LIVERPOOL—Mitchell v. Lancashire and Yorkshire Rail-

way Company [Denman, J.—Mr Herschell

LIVERPOOL—Gallin v. London and North-Western Rail-

way Company [Amphlett, B.—Mr Aspinall

LIVERPOOL—Holt v. James [Amphlett, B.—Mr Herschell

Tried in Term.

MIDDLESEX—Dennis v. Whetham [Quain, J.—Mr M Chambers

Moved Trinity Term, 1874.

LONDON—Mason v. Stophor [Archibald, J.—Mr H. T. Cole

Tried in Term.

MIDDLESEX—Rounsewell v. Smith [Lush, J.—Mr Castle

Moved Michaelmas Term, 1874.

MIDDLESEX—Lovell v. The Accident Assurance Com-

pany [L.C.J.—Mr Philbrick

MIDDLESEX—Gossett v. The Midland Railway Com-

pany [Blackburn, J.—Mr Willis

MIDDLESEX—Wakeley v. Powis [Quain, J.—Mr Butt

MIDDLESEX—Carter v. Scargill [Quain, J.—Mr Huddleston

MIDDLESEX—Evershed v. Brown [Archibald, J.—Mr Day

LONDON—Begbie v. Phosphate Sewage Company

[L.C.J.—Sir H. James

LONDON—Same v. Same [L.C.J.—Mr Butt

LONDON—Marcus v. General Steam Navigation Com-

pany [L.C.J.—Mr Waddy

LONDON—Sturge v. Butlers [L.C.J.—Mr Philbrick

LONDON—Mackintosh v. Birley [Blackburn, J.—Mr Herschell

CARNARVON—Regina v. Inhabitants of Caernern

[L.C.J.—Mr McIntyre

CHESTER—Taylor v. Bowers [L.C.J.—Mr B. T. Williams

GLAMORGAN—Morgan v. Goulton [Quain, J.—Mr B. T. Williams

GLAMORGAN—Theophilus v. Hubbard [Quain, J.—Mr J. W. Bowen

GLAMORGAN—Morgan v. Goulton [Quain, J.—Mr J. W. Bowen

GLAMORGAN—Davis v. Stannas [Quain, J.—Mr B. T. Williams

NEWCASTLE—Robson v. North Eastern Railway Com-

pany [Archibald, J.—Mr Kay

MANCHESTER—Simpson v. Chadwick [Archibald, J.—Mr Ambrose

LIVERPOOL—Brelsford v. Rigby [Archibald, J.—Mr Torr

DURHAM—Monkhouse v. Harris [Pollock, B.—Mr R. G. Williams

CARLISLE—Wright v. London and North-Western Rail-

way Company [Pollock, B.—Mr Aspinall

WINCHESTER—Pratt v. Turner [Coleridge, L.C.J.—Mr H. T. Cole

BRISTOL—Arnall v. Williams [Coleridge, L.C.J.—Mr H. T. Cole

WILTS—Morris v. Langley [Brett, J.—Mr H. T. Cole

SURREY—Bottom v. Jackson [Bramwell, B.—Mr Prentice

SURREY—Crawley v. Price [Bramwell, B.—Mr Willis

SURREY—Barker v. The Great Northern Railway Com-

pany [Bramwell, B.—Mr Serjt. Robinson

SURREY—Mannelle v. Polkinghous [Bramwell, B.—Hon. A. Thesiger

Company [Cleahey, B.—Mr Turner

SURREY—Smith v. Flight [Mr W. Williams, Q.C.—Mr Serjt. Parry

LEEDS—Harrison v. Cohen [Amphlett, B.—Mr Forbes

LEEDS—Jay v. Gresham Life Assurance Company [Amphlett, B.—Mr D. Seymour

LEEDS—Robinson v. Sanderson [Amphlett, B.—Mr Forbes

Tried in Term.

MIDDLESEX—Smart v. Cannon [Mellor, J.—Mr Herschell

MIDDLESEX—Andrews v. Buckman [Mellor, J.—Mr Willis

QUEEN'S BENCH SPECIAL PAPER.

For Argument.

Smith v. Burgess. Appeal

Edwards v. Aberayron Iron Company. Special case

Same v. Same. Demurrer

Moffat v. Hancock. Appeal

Wagstaff v. Key. Appeal

Commissioners of Walton, Essex, v. Walford. Special case

Finlinson v. Porter. Special case
Hannay v. Perrin. Demurrer
Hall v. Holbrook. Special case
Wilton v. Austin. Demurrer
Dixon v. London Small Arms Company. Special case
Willis v. Feathers. Demurrer
Naxas Emery Stone Company v. Erlanger. Demurrer
Batt v. Price. Appeal
Angel v. Duke. Demurrer
North of England Pure Oil Cake Company v. Archangel
Maritime Bank and Insurance Company. Special case.
Bishop of Exeter v. Hawkins. Special case.
Baumeister v. Liverpool Flour and Rice Mill Company, Demurrer.
Morris v. Hughes. Appeal.
Marshall v. King. Demurrer.
Bergheim v. Blaenavon, &c., Company. Special case.
Thompson v. Brearley. Demurrer.
Thompson v. The Midland Railway Company. Appeal.
James v. Porter. Demurrer.
Master, Wardens, &c., Apothecaries of London v. Metropolitan Board of Works. Special case.
Over Darwen Industrial Co-operative Society v. Gillibrand. Appeal.
Bracey v. Elkington. Appeal.
Haywood v. Tunstall Local Board of Health. Demurrer.
Spurgeon v. Young. Demurrer.
Nicholson v. Buckingham. Demurrer.
Smith v. The Union Bank of London. Special case.
Wood v. Burrell. Special case.
Rouquette v. Overmann. Special case.
Millet v. Coleman. Appeal.
Dawson v. Same. Appeal.
Holden v. Peakman. Appeal.
Jackson v. Bugbird.—Bugbird v. Jackson. Special case.
Hilton v. Morcorn. Appeal.
White v. The Hindley Local Board of Health. Appeal.
Terry v. The Brighton Aquarium Company. Special case.

ENLARGED RULE PAPER.

For Judgment.

Burgess v. Smith
Reg. v. Long Street Local Board of Health
Reg. v. The Inhabitants of Mouldsworth

Mr Case—Mr Gould
Mr Coxon—Mr Baylis

CROWN PAPER.

For Argument.

SUSSEX—Reg. v. Justices of Lewes
MET. POL. DIS.—Spice v. Peacock
GLOUCESTER—Reg. v. Waller
LEEDS—Robshaw v. Mayor of Leeds
GLAMORGAN—Local Board of Aberdare v. Hammett
SOUTH SHIELDS—Hall v. Nixon
MIDDLESEX—Reg. v. Burney
CAMBRIDGE—Same v. Churchwardens of Whaddon
WORCESTERSHIRE—Roberts v. Humphreys
MIDDLESEX—Reg. v. Fisher
LANCASHIRE—Reg. v. Haslam
LONDON—Gibson v. Barton
LIVERPOOL—Mayor of Liverpool v. Overseers of Wavertree
ESSEX—Conservators of River Thames v. EDNIS
SURREY—Reg. v. Walker
SURREY—Vestry of Richmond v. Conservators of River Thames
BRIGHTON—Baldwin v. White
LANCASHIRE—Reg. v. Overseers of West Derby
KIDDERMINSTER—Tomkinson v. West
LANCASHIRE—Stacey v. Milne
NORTHAMPTON—Bryan v. Eaton
YORKSHIRE—Ealeston v. Barnes
DURHAM—Raine v. Sunderland and S.S.W. Company
LANCASHIRE—Reg. v. Assistant Committee of Salford Union
YORKSHIRE—Same v. Vine
DERBY—Same v. Treasurer of Chesterfield Turnpike Trust
CARDIFF—Hoffman v. Bond
NORTHAMPTON—Barker v. The Northampton W.W. Company
DUDLEY—Tanfield v. Reynolds
DUDLEY—Milward v. Same
SUSSEX—Coleman v. Reed
MIDDLESEX—Reg. v. Smith
SURREY—Kingston Board v. Partridge
KENT—Lewes v. Arnold
SURREY—Bridges v. Reed
LANCASHIRE—London and North-Western Railway Company v. Newton in Mackaster Improvement Commissioners
DEVON—Reg. v. Venn
RAMSGATE—Ramsgate Local Board v. Hodgson
SUSSEX—Guardians of Rye Poor Law Union v. Paine
SURREY—Gibson v. Bell
IPSWICH—Hadgraft v. Hewitt
HASTINGS—Watt v. Glenister
WORCESTER—Fittion v. Wood
LANCASHIRE—Hodkinson v. Green
BLACKBURN—Cains v. Eastwood
SOUTHPORT—Kershaw v. Boyd
LEICESTER—Reg. v. The Midland Railway Company
LEICESTER—Same v. Same
LINCOLN—Same v. Rollett
MARGATE—Drew v. Harlow
SWANSEA—Newall v. Watkins
STAFFORD—Reg. v. Improvement Commissioners of West Bromwich
GLAMORGAN—Same v. Davies
MERIONETH—Sims v. Evans
YORK—Shaw v. Alderson
ABERYSTWYTH—Wemyss v. Hopkins
ESSEX—Johnson v. Colam
NEWCASTLE-ON-TYNE—Reg. v. Brown
STAFFORD—Mayer v. Local Board for Burslem
MALDON—Ralph v. Hurrell
OXFORD—Painter v. Seers

Court of Common Pleas.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Tuesday..... Jan. 12 | Monday..... Jan. 25
Monday..... 18 |
No London sittings this Term.

AFTER TERM.

Middlesex. Feb. 2 | Tuesday..... Feb. 16

SITTINGS IN BANCO.*

Monday..... Jan. 11 Motions and new trials
Tuesday..... 12 Ditto
Wednesday..... 13 Ditto
Thursday..... 14 Ditto
Friday..... 15 Ditto
Saturday..... 16 Ditto
Monday..... 18 Special paper
Tuesday..... 19 Motions and new trials
Wednesday..... 20 Ditto
Thursday..... 21 Special paper
Friday..... 22 Motions and new trials
Saturday..... 23 Ditto
Monday..... 25 Special paper
Tuesday..... 26 Motions and new trials
Wednesday..... 27 Ditto
Thursday..... 28 Ditto
Friday..... 29 Ditto
Saturday..... 30 Ditto
Monday..... Feb. 1 Ditto

* The Court of Common Pleas will, when convenient, sit in two divisions.

NEW TRIAL PAPER—ENLARGED RULES.

Re An Attorney
Wright v. Smith
Chinnery v. The Atlantic Railroad Company
Re An Attorney
Fowler v. Sharp
Ellis v. Saxon

For Judgment.

Smith v. Henderson
Hill v. Campbell
Hall v. Levy
Carr v. The London and North-Western Railway Company

For Argument.

Moved Easter Term, 1874.

MIDDLESEX—Ogg v. Shuter [Keating, J.—Mr Field
LONDON—Jebson v. East and West India Docks Company [Brett, J.—Mr W. Williams
LONDON—Bryant v. Ditton Brook Iron Company [Brett, J.—Mr Milward
LONDON—Metzler v. Gounod [Brett, J.—Mr Serjeant Ballantine
LONDON—Macgregor v. Yorkshire Engine Company [Brett, J.—Mr Butt
LONDON—Smith v. London General Omnibus Company [Brett, J.—Mr Giffard
LONDON—Carter v. Merriam [Brett, J.—Mr Gibbons
LONDON—Nugent v. Smith [Brett, J.—Mr Cohen
DEVON—Waldron v. Hawkins [Keating, J.—Mr H. T. Cole
MANCHESTER—Clementson v. Mason [Denman, J.—Solicitor-General
MANCHESTER—Bradshaw v. Lancashire and Yorkshire Railway Company [Denman, J.—Mr Herschell
LIVERPOOL—Muskier v. Seddon [Denman, J.—Mr Warr
SURREY—Richardson v. Great Eastern Railway Co. [L.C.B.—Mr W. Williams
SURREY—Dawson v. Harman [Mr Hawkins, Q.C.—Mr Philbrick
DERBY—Dugdale v. Lovering [Archibald, J.—Mr D. Seymour
LEEDS—Bradford Provident Industrial Society v. Whitely [Archibald, J.—Mr D. Seymour
LEEDS—Wells v. Mayor, &c., of Kingston-on-Hull [Archibald, J.—Mr Field.

Moved Trinity Term, 1874.

MIDDLESEX—Brooks v. Perry [Keating, J.—Mr Murphy
MIDDLESEX—Clare v. Lamb [Keating, J.—Mr H. Matthews
MIDDLESEX—Marten v. Gibbon [Denman, J.—Mr Lopes
MIDDLESEX—Holmes v. Scott [Denman, J.—Mr Torr
MIDDLESEX—Gabrielli v. Walker [Denman, J.—Mr Willis
MIDDLESEX—Mortlock v. Gooch [Denman, J.—Mr Cock
MIDDLESEX—Hubbard v. Barrow [Denman, J.—Mr T. Salter
MIDDLESEX—Wright v. Smith [L.C.J.—Mr A. L. Smith
MIDDLESEX—Chatterton v. Cave [L.C.J.—Mr Day
MIDDLESEX—Bull v. Neville [Denman, J.—Mr Huddleston
MIDDLESEX—Roberts v. The Metropolitan Railway Company [Denman, J.—Mr Kemp
MIDDLESEX—Murray v. Mackenzie [Denman, J.—Mr Day
LONDON—Scott v. Richardson [Brett, J.—Mr J. O. Griffiths
LONDON—Higgs v. Read [Grove, J.—Hon. A. Thesiger
LONDON—Hogarth v. Whealey [Denman, J.—Mr G. Bruce
LONDON—Prentice v. London [Denman, J.—Mr McIntyre
LEEDS—Sykes v. The North Eastern Railway Company [Denman, J.—Mr Field
LEEDS—Marshall v. Green [Amphlett, B.—Mr Field
LEEDS—Halboran v. Chapman [Amphlett, B.—Mr Field
CHESTER—Hathaway v. Shaw [L.C.J.—Mr McIntyre
SURREY—Turner v. The Great Eastern Railway Company [Bramwell, B.—Mr Serjeant Parry
SURREY—Geake v. Boss [Bramwell, B.—Mr T. Salter
HEREFORD—Hadley v. Tibbits [Lush, J.—Mr Bosanquet

GLOUCESTER—Pearce v. Edwards [Mr A. S. Hill, Q.C.—Mr H. Matthews
MANCHESTER—Fell v. Biddolph [Archibald, J.—Mr C. Russell
LIVERPOOL—Barr v. Fleming [Pollock, B.—Mr Benjamin
LIVERPOOL—Oldham v. Ramsden [Mr Temple, Q.C.—Mr Ambrose

SPECIAL PAPER.

For Argument.

Cheetham v. Mayor of Manchester. Special case
Walsh v. Bishop of Lincoln. Demurrer
Alleton v. Chichester. Special case
Anglo-Egyptian Navigation Co. v. Rennie. Special case
Australian Agricultural Co. v. Saunders. Special case
Parry v. Sydney. Demurrer
Wells v. Grimoldby. Appeal

Monday, January 18.

Walsh v. Bishop of Lincoln. Demurrer
Alleton v. Chichester. Special case
Anglo-Egyptian Navigation Co. v. Rennie. Special case
Australian Agricultural Co. v. Saunders. Special case
Parry v. Sydney. Demurrer
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Parry v. Sydney. Demurrer
Wells v. Grimoldby. Appeal

Governor and Company of New River v. Mather. Appeal

Brown v. Powell Duffryn S. Company. Demurrer
Bloomer v. London and North Western Railway Company. Special case
Midland Banking Company v. Foreign and Colonial Gas Company. Demurrer
Vanderwerff v. Young. Demurrer
Sanville v. Bryer. Demurrer
Metropolitan Railway Company v. Brogden. Special case
Cory v. Bristow. Special case
Fowler v. Beresford Peirse. Demurrer
Harris v. Hereford, Hay, and Brecon Railway Company. Demurrer
Thornton v. Maynard. Demurrer
London Joint-Stock Bank v. Lord Mayor of London. Demurrer
Llewellyn v. Rutherford. Special case
Whitaker v. Forbes. Demurrer
Monks v. Mayor of Sheffield. Special case
Thursday, January 21.
The Great Eastern Railway Company v. Northrop. Appeal
Roberts v. Floating Swimming Baths Co. Appeal
Bousfield v. Geary. Demurrer
Monday, January 25.

Court of Exchequer.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.
Tuesday..... Jan. 12 | Monday..... Jan. 25
Monday..... 18 |
No London sittings this Term.

AFTER TERM.

Middlesex. Feb. 2 | Monday..... Feb. 15

SITTINGS IN BANCO.*

Monday..... Jan. 11 Motions per new trials
Tuesday..... 12 Per motions and new
Wednesday..... 13 Motions and new trials
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Friday..... 29 Ditto
Saturday..... 30 Ditto
Monday..... Feb. 1 Ditto
* The Court of Exchequer will, when convenient, sit in two divisions.

NEW TRIAL PAPER.

PEREMPTORY ORDER.

To be called on the first day of Term after Motions and to be proceeded with the next day if necessary, before the motions

Monmouthshire Railway and Canal Company v. Williams [Mr Manisty—Mr H. Matthews
Heatley v. Bryant [Mr C. Russell—Mr R. Griffiths
Walker v. Jackson [Mr C. Russell—Mr Temple
Tilley v. Freeman [Mr Philbrick—Mr D. Seymour
Hertford Brewery Company v. Thorne [Mr Serjeant Robinson—Mr Manisty
Childs v. Hearn [Mr M. Howard—Hon. A. Thesiger
Re J. S. Miller, one, &c.; Ex parte Fairchild [Mr Willis—Mr Murphy
Bancker v. Fishenden [Mr Stone—Mr Turner

For Judgment.

Nathanson v. Haarblecher
For Argument.—Moved Michaelmas Term, 1872.
GUILDFORD—Phillips v. Hornstedt [Mr Hawkins, Q.C.—Mr Garik
(Stands over.)
Moved Hilary Term, 1874.
MIDDLESEX—Galbraith v. Garstang and Knot End Railway Company [L.C.B.—Mr Lopes
Moved Easter Term, 1874.
LONDON—Harrison v. Great Western Railway Company [L.C.B.—Mr Field
LONDON—Barrell v. London General Omnibus Company [L.C.B.—Mr Giffard
LEWES—Watson v. Imperial Union Assurance Company [L.C.B.—Mr Serjeant Ballantine
LEWES—Bower v. Hipkins [L.C.B.—Mr Serjeant Robinson
KINGSTON—Lambert v. Grove [L.C.B.—Mr Willis
NEWCASTLE—Rowell v. Scott [Denman, J.—Mr C. Russell
Moved Trinity Term, 1874.
MIDDLESEX—Connaway v. Ford [L.C.B.—Mr Serjeant Robinson
LONDON—Fowler v. Hammond [L.C.B.—Mr Gibbons
Moved after 4th day of Trinity Term.
MIDDLESEX—Falck v. Hamilton [Pollock, B.—Mr T. Salter
MIDDLESEX—Harvey v. Wigmore [Pollock, B.—Mr Harrison
Moved Michaelmas Term, 1874.
MIDDLESEX—Sanderson v. Graves [Pigott, B.—Solicitor General
MIDDLESEX—Burrell v. Smith [Pigott, B.—Mr M. Chambers
MIDDLESEX—Beake v. The British Imperial Insurance Corporation [Pollock, B.—Solicitor General

For Argument.

MIDDLESEX—Packard v. Monmouthshire Railway and Canal Co. [Pollock B.—Sir H. James
LONDON—Morice v. Gordon [L.C.B.—Mr Murphy
LONDON—Morice v. Gordon [L.C.B.—Mr Cohen
LONDON—Gatarron v. Kreeft [Bramwell, B.—Mr W. Williams
LONDON—Kreeft v. Thompson [Bramwell, B.—Mr W. Williams
LONDON—Chenhall v. Spry [Pigott, B.—Mr Charles
LONDON—Driver v. Robertson [Pollock, B.—Mr Huddleston
NORTHAMPTON—Standley v. Mangan [L.C.B.—Mr O'Malley

NORWICH—Beaumont v. Beaumont [L.C.B.—Mr Bulver
GUILDFORD—Smith v. Baylis [Clesby, B.—Mr M. Howard
GUILDFORD—Smith v. Baylis [Clesby, B.—Mr Grantham
GUILDFORD—Saint v. Pilley [Mr W. Williams, Q.C.—Mr W. A. Lewis
STAFFORD—Hartop v. Harris [Pigott, B.—Mr Jelf
DURHAM—Coddling v. Bartram [Pollock, B.—Mr Kay
LANCASTER—Robertson v. Fawcett [Pollock, B.—Mr Herschell
MANCHESTER—Armstrong v. Lancashire and Yorkshire
Railway Company [Archibald, J.—Mr Pope
LIVERPOOL—Atkinson v. Jones [Archibald, J.—Mr Herschell
LIVERPOOL—Mackenzie v. Whitworth [Pollock, B.—Mr Herschell
LIVERPOOL—Stuart v. British and African Steam Com-
pany [Pollock, B.—Mr Benjamin
LIVERPOOL—Universal Sewing Machine Company v.
Blair [Pollock, B.—Mr Finlay
LEEDS—Woodhead v. The Lancashire and Yorkshire
Railway Company [Denman, J.—Mr Field
LEEDS—Dempster v. North Eastern Railway Company
[Denman, J.—Mr Field
LEEDS—Lister v. Marden [Denman, J.—Mr Field
LEEDS—Taylor v. Stott [Denman, J.—Mr Maule
CHESTER—Nichols v. Marsland [Cockburn, L.C.J.—Solicitor General
EXETER—Sciffe v. Farrant [Coleridge L.C.J.—Mr H. T. Cole

GLAMORGAN—Goulton v. Morgan [Quain J.—Mr B. T. Williams
(This and following case to be argued when cases in
Queen's Bench disposed of.)
GLAMORGAN—Goulton v. Morgan [Quain, J. Mr J. W. Bowen
Moved after the 4th day of Michaelmas Term.

MIDDLESEX—Sheffield v. Bourne [Pollock, B.—Mr Griffith
MIDDLESEX—Clark v. Dawson [Pollock, B.—Mr T. Salter

SPECIAL PAPER.

For Judgment.

BARNES v. Green
Niebuhr v. Kraushaar
Sydney v. Michael
Ogden v. McLeod

For Argument.

Downing v. Mowlem. Special case. Part heard. To
stand over.
Wagh v. N.B. Railway Company. Demurrer. To
stand over.
Granville v. Finch. Special case. To be re-stated.
Whitehouse v. Birmingham C. Company. Demurrer.
To stand over.
Sear v. Green. Demurrer. To stand over.
Dawes v. Webster. Demurrer. Part heard. To stand
over.
Boden v. Levick. Demurrer. Part heard.
Lloyd's Banking Company v. Blech. Demurrer. To
stand over.
Jones v. Broadwood. Special case. To be amended.
Wrightson v. Birmingham Gaslight and Coke Company.
Demurrer. To stand over.
Budd v. London and North Western Railway Company.
Special case. To be re-stated.
Sykes v. Wells. Demurrer. To stand over.
Lord Zouche v. Dalbiac. Demurrer.
Berrington v. Scott. Special case.
Beake v. The British Imperial Insurance Corporation.
Demurrer.
(To be argued with rule for New Trials.)
Bramall v. Smith. Special case.
Vaughan v. Hampeon. Demurrer.
Guardians of Halifax Union v. Wheelwright. Special
case.
Jones v. Gladstone. Demurrer.
Lockhart v. Falk. Appeal.

Exchequer Chamber.

This court will sit on Tuesday, Jan. 12, at ten o'clock.

QUEEN'S BENCH ERRORS.*

* These could not be obtained at time of going to press.

COMMON PLEAS ERRORS.

For Judgment.

Jackson v. Union Marine Insurance Company,

For Argument.

Cole v. North Western Bank (Limited).

Phillips v. Miller.

EXCHEQUER ERRORS.

For Judgment.

Smith v. Fletcher.

Phelps v. Hornstedt.

Holker v. Porritt.

Currie v. Myse.

Forwood v. Rhodes.

For Argument.

Thorn v. Mayor & Co. of London

Radley v. London and North Western Railway Company.

Lewis v. Davis.

Dawes v. Dowling.

Mill v. Hawker.

Court of Criminal Appeal.

This court will sit on Saturday, Jan. 23, at ten o'clock.

Spring Circuits of the Judges chosen on Thursday,

Jan. 21.

CHANCERY FUNDS CONSOLIDATED
RULES, 1874.

UNDER THE COURT OF CHANCERY (FUNDS)
ACT, 1872 (35 & 36 Vict. c. 44). Issued 22nd
of Dec, 1874.

I, the Right Honourable Hugh MacCalmont,
Baron Cairns, Lord High Chancellor of Great
Britain, with the concurrence of the Commissioners
of Her Majesty's Treasury, do hereby, in pursuance
of the powers contained in the "Court of Chancery
(Funds) Act, 1872," and of every other power
enabling me in that behalf, make the following
rules:

I.—OPERATION AND CONSTRUCTION OF RULES.
—DEFINITIONS.—REVOCATION OF FORMER
RULES AND GENERAL ORDERS.

1. The Chancery Funds Rules, 1872, except the
first of the said rules, are hereby revoked, and
these consolidated rules are substituted in lieu
thereof, and shall come into operation on the 11th
day of January 1875; and they shall be filed in the
report office of the High Court of Chancery, and
may be cited as the "Chancery Funds Consolidated
Rules 1874."

2. In these rules, and in orders as herein pre-
scribed and defined, and in directions and certi-
ficates issued by the Chancery Paymaster, terms
shall have the same meaning as the same terms
are defined to have in the said Act, and the term
"court" shall mean the Court of Chancery; and
the term "order" shall mean an order of the
Court of Chancery, intitled in a cause or matter
in the said court, and made by any judge or
judges thereof whether sitting in court or at
chambers, or an order of the court intitled in
the matter of the suitors of the court; or
as to payments out of the "Appeal Deposit
Account," an order made on a non-attendable
petition presented to the Lord Chancellor; and the
term "order" shall include a decree, and a report
of a Master in Lunacy confirmed by fiat, and
thereby receiving the operation of an order under
the Lunacy Regulation Act 1853 (16 & 17 Vict.
cap. 70); and the term "chief clerk" shall mean
the chief clerk of a judge of the said court; and
the terms "chief clerk's certificate" and "certi-
ficate of a chief clerk" shall mean a certificate
intituled in a cause or matter in the said court,
and made by a chief clerk of a judge of the said
court, and approved and signed by a judge thereof;
and the term "bank" shall mean Bank of England
or Governor and Company of the Bank of England;
and the term "National Debt Commissioners" shall
mean the Commissioners for the Reduction of the
National Debt; and the term "Chancery Pay-
master" shall mean Her Majesty's Paymaster
General for the time being, or the Assistant
Paymaster General for Chancery business for the
time being deputed by the Paymaster General to
act on his behalf for Chancery business; and the
term "Chancery Pay Office" shall mean Pay-
master General's office for Chancery business; and
the term "Chancery Pay Office Account" shall
mean the account at the bank of the Paymaster-
General for the time being on behalf of the Court
of Chancery; and the term "Chancery Audit
Office" shall mean the Chancery branch of the
department of the Comptroller and Auditor
General; and words importing the singular
number shall include the plural number, and
words importing the plural number shall include
the singular number, and words importing males
shall include females.

In these rules the term "title of the cause"
shall, with respect to causes commenced since 1st
Nov. 1852, mean the short title of the cause with
the reference to the record as prescribed by the
48th Rule of the first of the Consolidated Orders
of the Court, in the following form, viz. (A. v. B.
1874, A. 100); and the term "cause or matter"
shall include a separate account in a cause or
matter, and a matter intituled merely as an
account.—(Original Rule 2 amended.)

3. The following Rules of the Consolidated
Orders of the Court, General Orders of the Court,
and General Orders in Lunacy are hereby abro-
gated, viz.:—The 1st to the 16th Rules, both
inclusive, of the first of the said Consolidated
Orders; the 5th Rule of the fifth of the said
Consolidated Orders; the 3rd to the 9th Rules,
both inclusive, of the 23rd of the said Con-
solidated Orders; the 1st to the 9th Rules,
both inclusive, of the 41st of the said Consolidated
Orders; the General Orders of 10th January 1870,
as to legacy and succession duty, the General
Orders of 25th February 1868, 17th January 1870,
1st May 1871, and 28th August 1828; and the
29th, 49th, 50th, and 51st of the General Orders
in Lunacy of 7th November 1853.—(Original Rule 3
amended.)

4. Every rule or part of a rule hereinafter con-
tained, which is a repetition without variation of
a rule, or general order, or part of a rule or general
order, hereby revoked or abrogated, shall receive
the same construction as was put on such revoked
or abrogated rule or order, or part of a rule or of
an order, and shall operate, not as a new rule, but
in the same manner as such revoked or abrogated
rule or order, or part of a rule or of an order,
would have operated if this consolidation had not
been effected.—(See Prel. Cons. Order, Rule 7.)

5. Every rule or part of a rule hereinafter con-
tained which is a repetition with variation of a
rule, or general order, or part of a rule or general
order, hereby revoked or abrogated, shall receive
the same construction as was put on such revoked
or abrogated rule or order, or part of a rule or of
an order, and shall operate, not as a new rule, but
in the same manner as such revoked or abrogated
rule or order, or part of a rule or of an order,
would have operated if this consolidation had not
been effected, except so far as such variation

indicates a contrary intention. And where the
variation is of such a character as to be reasonably
attributable, not to a variation of intention, but
simply to a design to harmonise the style or
language of the several rules and general orders
hereinafter incorporated, such variation shall not
be deemed to indicate any such contrary intention.
—(See Prel. Cons. Order, Rule 8.)

6. Orders made before the commencement of
the Chancery Funds Rules, 1872, containing direc-
tions not then carried into effect, for the payment
of money into, or deposit of securities in the bank
with the privity of the Accountant-General to the
credit of a cause or matter, or for the transfer of
securities into the name and with the privity of
the Accountant-General in trust in a cause or
matter, shall be read and construed as if they
directed such money or securities respectively to
be paid or transferred into, or deposited in court
to the credit of the same cause or matter, and no
declaration of trust shall be required to be made
with respect to any of such securities.—(Original
Rule 4 amended.)

II.—FRAMING AND PRINTING ORDERS, AND
PARTICULARS TO BE STATED.—DUPLICATES
AND OFFICE COPIES.

7. Every order directing money or securities in
court to be dealt with shall, except in the case of
orders made in the matter of the suitors of the
court, be intituled in the cause or matter (but not
in any separate account therein), to the credit of
which such money or securities shall be placed in
the books at the Chancery Pay Office; and every
such order shall state, in the body of such order
and not merely by reference to the title of it, the
exact title of the cause or matter and separate
account, if any, to the credit of which the money
or securities dealt with shall be standing; and
every order directing money or securities to be
brought into court shall state in the body of such
order the title of the cause or matter, and the
separate account, if any, to the credit of which
such money or securities are to be placed.—(Original
Rule 5.)

8. Every order directing money or securities in
court to be dealt with shall express the exact
amount of money or securities to be dealt with,
whenever it can be ascertained, and the amount
of money or securities standing in the books at
the Chancery Pay Office, at the date of such order,
to the credit of the cause or matter to which the
money or securities to be dealt with may be placed,
and not merely by reference to another order
(except where the name of one person is ordered
to be substituted for the name of another person
to whom a payment, transfer, or delivery of money
or securities, has been directed by a former order);
and if the money or securities, or the dividends
on securities, to be so dealt with under any such
order, shall not be in court at the date thereof,
the source from which such money, securities, or
dividends will be derived shall be stated.

And in every case the exact amount of money
or securities in court to be dealt with by the
Chancery Paymaster shall be expressed in an
order, or in a chief clerk's certificate, or in a
certificate of a taxing master, or in a certificate
of a Master in Lunacy; unless such money be
payable for legacy or succession duty, or be
described as dividends to accrue on securities in
court, or to be brought into court, or as interest
to be credited in respect of money on deposit, or
as money to arise by the realisation of securities,
or as the residue of such dividends, interest,
money, or securities respectively, after deducting
an amount expressed in an order or in such certi-
ficate, or an amount of securities directed to be
realised unascertained at the date of the order
directing the realisation thereof, or as an aliquot
or proportionate part of such dividends, interest,
money, securities, or residue, respectively; and
in the case of residues, and aliquot or propor-
tionate parts, of money, securities, dividends, or
interest, the amount of which cannot be ascer-
tained at the date of the order, the amounts may
be ascertained in manner provided by Rules 10
and 86.

Money, dividends, or interest directed by an
order to be paid into court, the amount of which
cannot be ascertained at the date of the order,
may be ascertained in like manner.—(Original
Rule 6 amended.)

9. Directions in orders to be acted upon by the
Chancery Paymaster shall, so far as practicable,
be expressed in or by reference to a schedule or
tabular statement subjoined to the order; and
where the actual amounts to be dealt with cannot
be ascertained at the date of the order, the aliquot
or proportionate parts to be dealt with may be
stated in such schedule or tabular statement in
words at length, but the total amount of the
securities or money, or where the order does not
dispose of the whole, then the number of the
aliquot or proportionate parts dealt with in any
such schedule shall be stated in words at length
in the mandatory part of the order.—(Part of
Original Rule 7 amended.)

10. When interest is payable in respect of a

money in court directed by an order to be dealt with by the Chancery Paymaster, the order shall state the rate per centum at which, and (if the day to which interest is payable can be fixed by the order), the day inclusive to which such interest is computed, and the amount of such interest.

If the day to which interest is to be computed cannot be fixed by the order, the day from which (exclusive) such interest is to be computed shall, (except in the case of a computation of subsequent interest from the foot of the certificate of a chief clerk, or a master in lunacy), be stated in the order, and such interest may be directed to be computed and certified by a chief clerk, or a master in lunacy, or, (where the computation is dependent upon the taxation of costs), by a taxing master.

When interest is certified by a chief clerk, or a master in lunacy, or a taxing master, such interest may, unless the order otherwise directs, be computed to a day subsequent to the date of the certificate, and to be named therein as the day for payment, so as to allow a reasonable time for doing all necessary acts to enable the payment to be made; and the Chief Clerk, or Master in Lunacy, or Taxing Master may, if he thinks fit, require a statement in writing of such computation, authenticated by the signature of the solicitor of the person having the carriage of the order, to be produced before preparing the certificate, but no affidavit verifying such computation shall be required.

When the day for payment cannot be fixed by the order, and the interest is not directed to be certified in manner aforesaid, the order may direct the interest to the day for payment to be ascertained by an affidavit, or by a statutory declaration under the 5 & 6 Will. 4, c. 62, in which case such interest shall be computed to a day (inclusive) to be named in such affidavit or declaration, as the day for payment, and which day shall not be more than ten days after the day of swearing such affidavit, or making such declaration; and such affidavit or declaration shall be a sufficient authority to the Chancery Paymaster to pay or apply the amount of interest so ascertained in the manner directed by such order.

And in every case in which interest is to be computed, income tax (if any) shall, in making such computation, be deducted therefrom at the rate payable during the time such interest accrues, unless the order otherwise directs; and it shall be stated in every such affidavit or declaration as aforesaid that income tax, if any, has been deducted.—(Substituted for Original Rule 8.)

11. Whenever the dealing by the Chancery Paymaster with money or securities in court, is by an order, made contingent upon the execution of some document, the document shall be described, and the parties thereto by whom it is to be executed shall be named in an order, or in a certificate of a master in lunacy, or of a chief clerk. The execution of such document shall be certified by a master in lunacy, or by a chief clerk, or may be verified by affidavit, if the order by which such execution is required shall so direct.—(Part of Original Rule 7 amended.)

12. Persons who are directed by an order to pay, or transfer into, or deposit in court any money or securities, and persons to whom money or securities are directed to be paid, transferred, or delivered, and persons for or during whose lives or other less period, payments are directed to be made, shall be described in the order, or in a certificate of a chief clerk, or a master in lunacy, or a taxing master, by name, and not merely as plaintiffs or petitioners, or the like; unless such payments, transfers, or deliveries are to be made to trustees or other persons in succession, or to representatives when no probate or letters of administration shall have been taken out at the date of such order or certificate. Bodies corporate, companies, or societies shall be described by their proper titles or designations, and the christian names and surnames, or titles of honour, of all other such persons shall be expressed in words at length, and without abbreviations in such orders or certificates, the christian names preceding the surnames.—(Cons. Order 23, Rule 5, amended.)

13. Every order directing the payment of dividends, annuities, or other periodical payments to be made by the Chancery Paymaster shall (except in the case of dividends directed to be paid as they accrue due), specify the time when the first of such payments, and when all subsequent periodical payments, whether quarterly, half yearly, or otherwise, shall be made.—(Cons. Order 23, Rule 6, amended.)

14. Every order directing the payment of money, or the transfer or delivery of securities in court, in respect of which duty shall be payable to the Revenue under the Acts relating to legacy or succession duty, shall, unless such order expressly provides for the payment of the duty, also direct the Chancery Paymaster to have regard to the circumstance that such duty is payable; and when by an order money or securities, in respect

of which such duty may be chargeable, are directed to be invested, carried over, or placed to a separate account, the words "subject to legacy duty" or "subject to succession duty," as the case may be, shall be added in the order to the title of the account thereby directed to be raised. Every order providing for payment, out of money or the proceeds of securities in court, of any duty payable under the Acts relating to legacy or succession duty shall direct that the amount of such duty shall, upon the requisition of the Commissioners of Inland Revenue, be transferred to the account of the Receiver General of Inland Revenue at the bank.—(Cons. Order 23, Rule 9, amended.)

15. Every order made after the commencement of these rules, which is to be acted upon by the Chancery Paymaster (except reports of the Masters in Lunacy, confirmed by fiat, and orders drawn up by the Registrar in Lunacy), shall be drawn up by and entered with the registrars of the court; and every order to be acted upon by the Chancery Paymaster (except the said reports), shall either be wholly printed, or in cases in which printed forms can be used, may be partly printed and partly written; provided that the registrars may issue any such orders in writing, if of an urgent nature.

The printing of orders shall be under the control of the registrars, and the orders shall be printed on cream wove, machine made, foolscap folio paper, 18lb. per mill ream, or thereabouts, in pica type leaded, with an inner margin about three quarters of an inch wide, and an outer margin about two inches and a half wide, except as to the schedule or tabular statement in any such order contained or referred to, which may be printed in such smaller type as the registrar shall direct.

Sums occurring in the body of every such order shall be expressed in words; dates occurring therein, and any sums in such schedule or tabular statement as mentioned in Rule 9, shall be expressed in figures instead of words; and each separate direction in such orders shall (as far as may be), be contained in a distinct paragraph; and in all other respects such orders shall be printed in such form and manner as the registrars shall deem expedient.

16. Clerical mistakes or errors arising from any accidental slip or omission in such printed orders may be amended in writing; but no amendment shall be made in any order, to provide for a new state of circumstances arising after the date of the order; nor shall any order be amended for the purpose of extending the time thereby limited for making any payment, or transfer into, or deposit in court of money or securities; and every such amendment shall be stamped by the clerks of entries, or by the record and writ clerks, with their official seal, as evidence that the duplicate or record has been also amended.

17. The registrars of the court shall be provided with official stamps or seals for the authentication of orders and other documents, and of amendments therein.

18. The registrars shall cause a duplicate of every printed or partly printed order to be made at the same time with the original; and the original order shall be passed by a registrar in the usual way, and stamped with his official seal on every leaf thereof, and be transmitted by him to the clerks of entries with the duplicate.

The duplicate order shall be retained and filed by the Clerks of Entries as the record, and the original order when examined and stamped by them, and marked with a reference thereon to the duplicate or record so filed, shall be returned to the registrar to be delivered out to the solicitor of the party having the carriage of the order.

19. The registrars may cause to be printed additional copies of printed orders, or printed portions of orders, according to the requirements of the parties or their solicitors, and such additional copies shall be transmitted to the Report Office; and when such printed or partly printed orders have been passed and entered, such additional copies upon being duly completed and signed or certified by one of the Clerks of Records and Writs, and authenticated in the same manner as written office copies of orders, or copies certified pursuant to the Act of the 14 & 15 Vict. c. 99, s. 14, are now signed or certified and authenticated, may be issued as office or certified copies.

20. Rules 15 and 16 shall, so far as applicable, extend to and include orders in lunacy to be acted upon by the Chancery Paymaster, drawn up by the Registrar in Lunacy, but the printing thereof shall be exclusively under the direction and control of the Registrar in Lunacy; and such orders shall be entered by him in the manner prescribed by section 100 of the Lunacy Regulation Act, 1853 (16 & 17 Vict. c. 70).

III.—COPIES OF ORDERS, AND OTHER DOCUMENTS TO BE SENT TO CHANCERY AUDIT OFFICE.

21.—An office copy of every order drawn up by

the registrars of the court to be acted upon by the Chancery Paymaster, duly signed and authenticated in the manner described in Rule 19, shall be transmitted by the Clerks of Records and Writs to the Chancery Audit Office; and in case of any amendments being made in the order, such office copy shall, upon production thereof to the Clerks of Records and Writs, be likewise amended.

22. An office copy of every certificate of a chief clerk, or of a taxing master, or of a master in lunacy, which is to be acted upon by the Chancery Paymaster, and an office copy of all directions contained in the report of a master in lunacy confirmed by fiat, which are to be acted upon by the Chancery Paymaster, shall, when requested, be transmitted by the Clerks of Records and Writs, or by the Registrar in Lunacy, as the case may be, to the Chancery Audit Office.

23. An office copy of every order in lunacy to be acted upon by the Chancery Paymaster when signed and sealed or stamped with the seal of the Registrar in Lunacy, as required by sections 100 and 101 of the Lunacy Regulation Act, 1853, and section 29 of the Lunacy Regulation Act, 1862 (25 & 26 Vict. c. 86), shall be transmitted by the Registrar in Lunacy to the Chancery Audit Office.

24. An office copy of any affidavit, or of any statutory declaration filed as provided in Rule 86, which may be received in evidence by the Chancery Paymaster, shall, when requested, be transmitted by the Clerks of Records and Writs to the Chancery Audit Office.

IV.—BRINGING FUNDS INTO COURT.

25. Money and securities may be paid or transferred into, or deposited in, court, and be placed in the books at the Chancery Pay Office to the credit of a cause or matter, on a direction to be obtained from the Chancery Paymaster, upon the written request of the person desirous of so paying, transferring, or depositing, or of his solicitor, without an order; but no such payment, transfer, or deposit shall be so made to a separate account in a cause (except to a security for costs account), unless such separate account has been directed to be opened by an order, and such request shall be filed in the Report Office. This rule shall not apply to money, or securities, directed by an order to be paid or transferred into, or deposited in, court, nor shall it apply to money or securities, payable or transferable into court, in pursuance of an Act of Parliament, or a General Order of the Court, by which some particular authority is required to enable the payment, transfer, or deposit to be made.—(Original Rule 10 amended.)

26. Every request for a direction for payment or transfer into, or deposit in, court of money or securities to be placed to the credit of a cause commenced since 1st November, 1852, shall contain the title of the cause and the reference to the record as cited in Rule 2, and the correctness of such reference shall be authenticated by the official seal of the Clerks of Records and Writs being impressed on such request.—(Original Rule 11.)

27. A person directed by any order to make a payment or transfer into or deposit in court shall be at liberty to make the same without further order, notwithstanding the order may not have been served, or the time thereby limited for making such payment, transfer, or deposit may have expired; and if any further sum of money has by reason of such default become payable by such person for interest, or in respect of dividends, he shall be at liberty to pay into court such further sum upon a request as provided by Rule 25; provided that any such subsequent payment, transfer, or deposit shall not affect or prejudice any liability, process, or other consequences which such person may have become subject to by reason of his default in making the same within the time so limited. The time for making any such payment, transfer, or deposit may be also, if necessary, extended by a supplemental order, referring to the former order, but without repeating the directions for such payment, transfer, or deposit. Such supplemental order may be made on an application to the Judge at Chambers.

28. When money or securities are to be paid into, or deposited in, court, such payment or deposit shall be made with the privy of the Chancery Paymaster, and the Chancery Paymaster shall issue a direction to the bank to receive and place the same to the credit of the Chancery Pay Office Account; and such direction shall specify the title of the cause or matter to which such money or securities are to be placed in the books at the Chancery Pay Office; and upon such money or securities being so paid or deposited, the bank shall cause a receipt to be given for the same, and shall send such direction to the Chancery Pay Office, with a certificate thereon, that the money or securities therein specified have been received, and placed to the credit of the Chancery Pay Office Account.—(Original Rule 9 amended.)

29. When securities are to be transferred into court, such transfer shall be made with the privy of the Chancery Paymaster, and the Chancery Paymaster shall issue a direction for the transfer to be made to the account of the Paymaster

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WALKER, RICHARD, plumber, York. Pet. Dec. 29. Jan. 15, at eleven, at office of Sol. Crumble, York.
WOOD, ALFRED THOMAS, and JOYCE, GEORGE DOWNS, hatters, Gracechurch-st. Pet. Dec. 24. Jan. 19, at two, at offices of Minton, Boyes, and Childs, Carey-lane, General Post Office. Sol. Vandergump, Gray's Inn.
WOODS, ALFRED, farmer, Cowfold, near Horsham. Pet. Dec. 23. Jan. 15, at three, at office of Sols. Medwin, Davis, and Sadler Horsham.

Gazette, Jan 5.

ADAMSON, WILLIAM, wholesale tea dealer, Newcastle-upon-Tyne. Pet. Dec. 31. Jan. 15, at eleven, at the County Court, Westgate-st., Newcastle-upon-Tyne. Sol. Story, Newcastle-upon-Tyne.
ASHFORD, ALFRED WILLIAM, innkeeper, Ipswich. Pet. Jan. 2. Jan. 25, at twelve, at office of Sol. Pollard, Ipswich.
BARNARD, WILLIAM, and BARNARD, JOSIAH FREDERICK, coal merchants, Reading. Pet. Jan. 2. Jan. 15, at ten, at office of Sol. Dodd, Reading.
BARRET, EDWARD LOUIS, and TEMPLE, SIDNEY, chemists, Battersea. Pet. Dec. 29. Jan. 14, at one, at the Cannon-st. Station Hotel, Cannon-st. Sols. Barret and Temple.
BARNEY, GUSTAV, restaurant-keeper, Railway-pl., Fenchurch-st.; Oxford-ter. St. Peter's-st., Islington; and of the German Gymnasium, St. Pancras-rd., King's cross. Pet. Jan. 1. Jan. 21, at two, at offices of Messrs. J. M. Henderson and Co., 72, Basinghall-st. Sol. Hilbery, Cross-st., Islington.
BEATY, JOHN, contractor, Willington Quay. Pet. Dec. 31. Jan. 13, at two, at office of Sol. Hoyle, Shipley, and Hoyle, Newcastle-upon-Tyne.
BEDFORD, CHARLES WILLIAM, surgeon, Brighton. Pet. Dec. 31. Jan. 8, at three, at office of Sol. Brandreth, Brighton.
BROWNE, HENRY SAMUEL, bookbinder, Paternoster-sq., and Harold Villa, Holland-rd., North Brixton. Pet. Dec. 18. Jan. 13, at three, at offices of Sol. Button and Co., Henrietta-st., Covent-garden.
BUD, GEORGE, hotel proprietor, Bognor. Pet. Jan. 1. Jan. 11, at half-past two, at the Claremont hotel, Bognor. Sol. Durbridge, Guildford.
BURTON, GEORGE, grocer, Walsall. Pet. Jan. 1. Jan. 21, at two, at office of Sol. Dale, Birmingham.
BUTT, FREDERICK, boot maker, Swansea. Pet. Dec. 30. Jan. 15, at three, at office of Sol. Woodward, Swansea.
CARTER, HENRY DENTY, tailor, Leamington Priors. Pet. Dec. 29. Jan. 14, at twelve, at office of Sol. Overell, Leamington Priors.
CARTER, RICHARD CARNEIL, farmer, Pointon, near Fellingham. Pet. Jan. 1. Jan. 18, at half-past ten, at the Angel hotel, Bourn. Sol. Law, Stamford.
CREETHAM, JAMES, excavator, Swinton. Pet. Dec. 31. Jan. 29, at three, at office of Sol. Gardner, Manchester.
CROSSLY, THOMAS, chemical manufacturer, Todmorden. Pet. Dec. 31. Jan. 19, at half-past eleven, at the Mitre hotel, Half-st., Manchester. Sols. Messrs. Eastwood, Todmorden.
DAY, EDWARD, grocer, of Tealby Pet. Dec. 31. Jan. 20, at half-past eleven, at the King's Head Inn, Market Rasen. Sol. Burton and Scorer, Lincoln.
DENNIS, SOLOMON, jun. carpenter, Three Mile Cross, par. Shinfield. Pet. Jan. 1. Jan. 18, at four, at 8, Forbury, Reading. Sol. Elkins.
DODD, RICHARD, general machinist, Manchester. Pet. Dec. 31. Jan. 20, at eleven, at office of Sol. Boote and Edgar, Manchester.
FORD, HENRY, FORD, JOSHUA; warehousemen, Regent-st. Pet. Dec. 31. Jan. 15, at two, at offices of Sols. Blachford and Riches, Great Swan-alley, Moorgate-st.
FREEMAN, THOMAS HILL, grocer, Dawley. Pet. Dec. 30. Jan. 22, at twelve, at office of Sol. Harries, Dawley.
FRENCH, GEORGE, licensed victualler, Bileston. Pet. Jan. 1. Jan. 23, at three, at office of Sol. Bowen, Bileston.
FRIEND, HENRY, FROEN, THOMAS, and LAWRENCE, CHARLES DELANOY, army agents, Strand. Pet. Jan. 1. Jan. 18, at three, at office of Sol. Harcourt and Macarthur, Moorgate-st., E.C.
GAUDERTON, ELLEN, artistic florist, Kingston-upon-Hull. Pet. Jan. 1. Jan. 18, at three, at office of Sol. Laverack, Hull.
HARRIS, SAMUEL, draper, Leeds. Pet. Dec. 23. Jan. 18, at two, at office of Sol. Billington, Leeds.
HAGLEY, JAMES, grocer, York. Pet. Jan. 1. Jan. 15, at eleven, at office of Sol. J. Grayson, York.
HART, WILLIAM, and HART, cab proprietor, Bevedon-st., Hoxton. Pet. Dec. 30. Jan. 18, at twelve, at office of Sol. Parry, Basinghall-st., E.C.
HIGGINSBOTTOM, JOSEPH, Glossop, and WILLIAMS, WILLIAM, Southport, late iron merchant, Liverpool. Pet. Dec. 31. Jan. 15, at eleven, at office of Sol. Gardner, Liverpool.
HILTON, ROBERT, merchant's clerk, Upton. Pet. Dec. 30. Jan. 18, at ten, at office of J. G. B. Mawson, accountant, 8, Duncan-st., Birkenhead. Sol. Anderson, Birkenhead.
HIND, WILLIAM BYATT, attorney-at-law and solicitor, Howden and Goole. Pet. Dec. 30. Jan. 14, at three, at office of Sol. E. Laverack, Hull.
HOBSON, EPHRAIM, grocer, Liverpool. Pet. Dec. 31. Jan. 15, at three, at office of Sol. Layton, Liverpool.
HOBMEYER, EDWARD, jeweller, Praed-st., Paddington. Pet. Dec. 16. Jan. 15, at four, at offices of Sol. York, Marylebone-rd.
JONES, GEORGE, grocer, Lower Cwmbran, par. Llantrisant. Pet. Jan. 2. Jan. 12, at half-past one, at the Queen's hotel, Bancewell, Newport. Sol. Gabbart and Vaughan, Newport.
JONES, JOHN, master mariner, Pembroke Dock. Pet. Jan. 1. Jan. 6, at half-past ten, at the Guildhall, Carmarthen. Sol. G. Parry, Pembroke Dock.
KEBBY, EDWARD HOWARD, dealer, Bristol. Pet. Dec. 30. Jan. 20, at twelve, at offices of Milne and Co., accountants, Albion-chmbs, Bristol. Sol. Kebby.
KELLY, WILLIAM JOSEPH, picture frame manufacturer, Newcastle-upon-Tyne. Pet. Jan. 2. Jan. 20, at two, at office of Sols. Messrs. Joel, Fenchurch-st.
KOSSICH, HENRY, clothier, South Shields. Pet. Dec. 31. Jan. 18, at two, at office of Sols. Messrs. Joel, Newcastle-upon-Tyne.
LANEY, JAMES HENRY, dyer, Southampton. Pet. Dec. 29. Jan. 15, at three, at office of Sol. Kilby, Coleman-st.
LEWIS, EDWARD, and GEORGE, oil and colourman, Walworth-rd. Pet. Dec. 21. Jan. 15, at three, at offices of Sol. Watson, Guildhall-yd.
LEFTWICH, JAMES CHANDLER, cheesemonger, Old Kent-rd. Pet. Jan. 1. Jan. 15, at three, at offices of Sols. Blachford and Riches, Great Swan-alley, Moorgate-st.
LEESON, THOMAS, farmer, East Adderbury. Pet. Dec. 30. Jan. 20, at twelve, at offices of Ingile, Cooper, and Holmes, City Bank-chmbs, 23, Threadneedle-st. Sol. Evans, Coleman-st.
LEWIS, EDWIN J. D., horse dealer, Hookley, near Birmingham. Pet. Dec. 31. Jan. 14, at three, at office of Sol. Parry, Birmingham.
LINSDELL, JOHN, estate agent, Bishopgate-st. Within. Pet. Jan. 1. Jan. 20, at two, at the Cannon-st. hotel, Cannon-st. Sols. Crook and Smith, Fenchurch-st.
LOCKER, JOHN, general dealer, Bridgewater. Pet. Dec. 31. Jan. 19, at twelve, at office of Sols. Reed and Cook, Bridgewater.
LUSCOMBE, JOHN WILLIAM LIGHT, carrier, Kingstington. Pet. Dec. 30. Jan. 19, at ten, at office of G. Hirtzel, Exeter. Sol. Whiteway, Newton Abbot.
MARRIOTT, WILLIAM, brewer, Moored House, Downend, par. Mangotsfield. Pet. Dec. 29. Jan. 14, at twelve, at offices of Sol. Benson and Thomas, Bristol.
MASON, MARY ELIZABETH, artist, George-st., Croydon. Pet. Dec. 31. Jan. 16, at ten, at 17, Great James-st., Bedford-row. Sol. Goodman, Brighton.
MASTERS, FRANCIS, commercial agent, Springfield-villas, Grosvenor-park, Camberwell. Pet. Dec. 18. Jan. 15, at three, at office of Sol. Howell, Chesapeake, E.C.
MAXWELL, ROBERT, East India merchant, Mincing-lane. Pet. Jan. 2. Jan. 21, at half-past two, at offices of Messrs. Broad, Broad, and Paterson, 33, Walbrook. Sol. Evans, Coleman-st.
McMASTER, ARCHIBALD, travelling draper, Workshop. Pet. Dec. 31. Jan. 22, at three, at office of Sols. Messrs. Binney, Sheffield.
MORRIS, HENRY, farm bailiff, Isle of Wight. Pet. Dec. 23. Jan. 14, at eleven, at the Vine house, High-st., Southampton. Sol. Philbrick, 29, Old Broad-st., London.
MURRAY, DANIEL, block and mast maker, Newcastle-upon-Tyne. Pet. Dec. 31. Jan. 14, at three, at office of Sols. Messrs. Dove, Newcastle-upon-Tyne.
NORMAN, GEORGE LEY, of no occupation, Carlton-hill, Maidalva. Pet. Dec. 22. Jan. 15, at eleven, at offices of Sol. Crump, Rood-lane.
PARR, FRANCIS HENRY, bootmaker, Old Compton-st. Soho; Great Titchfield-st., Marylebone; Little Titchfield-st., Golden-sq. and Horseley-rd., Islington. Pet. Dec. 19. Jan. 15, at twelve, at Rider's hotel, Holborn. Sol. York, Marylebone-rd.
PASSMORE, JOHN, beerhouse keeper, Britten-st., King's-rd., Chelsea. Pet. Dec. 16. Jan. 14, at twelve, at offices of Howse, accountant, 3, Staple-inn, Holborn. Sol. Morris, 6, Staple-inn, Holborn.
PHIPPS, JOSEPH, saddler, Pershore. Pet. Jan. 2. Jan. 15, at twelve, at office of Sol. Bentley, Worcester.

POTTER, MARY SARAH, milliner, Kirkby Stephen. Pet. Dec. 31. Jan. 23, at one, at the King's Arms hotel, Kirkby Stephen. Sols. Fisher and Gasey, Windermere.
POWELL, THOMAS, travelling draper, Aberdare. Pet. Jan. 2. Jan. 15, at twelve, at office of Sol. Howell, Aberdare.
ROBSON, JOHN, hind, Durham. Pet. Dec. 24. Jan. 16, at twelve, at office of Sol. Grayson, York.
ROBSON, THOMAS, wheelwright, Grindale. Pet. Jan. 1. Jan. 15, at three, at office of Sol. Harland, Bridlington.
ROSENFELD, JOHN, tailor, Liverpool. Pet. Jan. 2. Jan. 21, at three, at the offices of Holt, accountant, 3, Union-st., Castle-st., Liverpool. Sol. Risson, Liverpool.
ROWBOTHAM, JOHN, innkeeper, Stockport. Pet. Dec. 30. Jan. 15, at three, at office of Sol. Lake, Stockport.
RUSSELL, DAVID, printer, Liverpool. Pet. Jan. 1. Jan. 19, at three, at office of Sol. Stephens, Liverpool.
RUTHERFORD, GEORGE, draper, Morpeth. Pet. Dec. 31. Jan. 15, at twelve, at the Neville hotel, Neville-st., Newcastle-upon-Tyne. Sol. Nicholson, Morpeth.
SALVIDGE, HENRY, saddler, Banwell. Pet. Dec. 31. Jan. 16, at two, at offices of J. and S. B. Parsons, Athenaeum-chambers, Nicholas-st., Bristol, accountants. Sols. Baker, Philott, and James, Weston-super-Mare.
SAXTON, THOMAS, stone mason, Whiston, nr. Rotherham. Pet. Dec. 24. Jan. 16, at twelve, at office of Sols. Whitfield and Taylor, Rotherham.
SMITH, BENJAMIN, travelling jeweller, Newcastle-upon-Tyne. Pet. Jan. 2. Jan. 20, at twelve, at office of Sol. Bush, Newcastle-upon-Tyne.
SMITH, EDWARD, innkeeper, Stamford. Pet. Dec. 29. Jan. 14, at eleven, at office of Sol. Law, Stamford.
STEWART, HENRY, mangle and shawl warehouseman, Holloway-rd. Pet. Dec. 31. Jan. 19, at two, at offices of Sols. Blachford and Riches, Great Swan-alley, Moorgate-st.
STROOKE, GEORGE, architect, The Terrace, High-st., Kensington, and Agar-chmbs, Agar-st., Strand. Pet. Dec. 23. Jan. 16, at two, at the offices of Harvey and Co., public accountants, 22, Basinghall-st. Sol. Hooper, Newgate-st.
STUBBS, HENRY, painter, Birmingham. Pet. Jan. 2. Jan. 19, at twelve, at office of Sol. Poiniton, Birmingham.
TERRELL, GEORGE and WALTER, HENRY, corn factors, Sherwood. Pet. Jan. 2. Jan. 21, at one, at office of Sol. Sydney, Great James-st., Bedford-row, W.C.
THOMPSON, JAMES, grocer, Smeethwick. Pet. Dec. 31. Jan. 22, at three, at office of Sols. Rowlands and Bagnall, Birmingham.
THOMPSON, WILLIAM DAVIEL, victualler, Chatham. Pet. Dec. 30. Jan. 15, at twelve, at office of Sol. Hayward, Rochester.
WARD, ENERGY, boot maker, Bath-place, Dalton-lane. Pet. Jan. 1. Jan. 25, at three, at offices of Sol. Stocken and Jupp, Lime-st-eg.
WARDEN, GEORGE COCKBURN, manager to a company, Lombard-st. Pet. Dec. 23. Jan. 15, at three, at offices of Sols. Stocken and Jupp, Lime-st-eg.
WEAKFORD, CHARLES, grocer, Slinford, near Horsham. Pet. Jan. 1. Jan. 11, at three, at the King's Head hotel, Horsham.
WILSON, THOMAS, and SADDLER, HORSHAM.
WEAVER, ALFRED, chemist, Eastwood. Pet. Jan. 1. Jan. 18, at eleven, at offices of Sols. Enfield and Dowson, Nottingham.
WHITLARK, MICHAEL MORTON, provision dealer, Lupus-st., Pimlico. Pet. Dec. 30. Jan. 21, at three, at 4, Eastcheap. Sol. Holmes.
WILEMAN, WILMOT, wine merchant, Liverpool. Pet. Dec. 31. Jan. 15, at twelve, at office of Sol. Carruthers, Liverpool.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.
BROWNE.—On the 27th ult. at 83, Claverton-street, the wife of I. H. Balfour Browne, Esq., Barrister-at-law, of a son.
CROWTHER.—On the 29th ult., at Holly Lodge, Keston, Kent, the wife of Alfred H. Crowther, of Gray's Inn, Solicitor, of a son.
MARCY.—On the 28th ult., at 34, Elsham-road, Kensington, W., the wife of George Nichols Marcy, Barrister-at-law, of a daughter.
NEISON.—On the 28th ult., at 43, Adelaide-road, South Hampstead, the wife of Francis G. P. Neison, Esq., Barrister-at-law, of a son.
STURTON.—On the 3rd inst., at Holbeach, Lincolnshire, the wife of John Phipps Sturton, Solicitor, of a daughter.
WALTON.—On the 2nd ult., at 34, Great George-road, Waterloo, the wife of Joseph Walton, Esq., Barrister-at-law, of a son.
DEATHS.
AUSTIN.—On the 21st ult., at Brandon Hall, Wickham Market, aged 76, Charles Austin, Esq., Q.C.
BAIN.—On the 30th ult., at Easter Liveland, near Stirling, Edwin Baines, Esq., Barrister-at-law.
BARKER.—On the 3rd inst., at 12, Richmond-hill, Clifton, aged 72, Joseph Barker, Esq., Solicitor, of the City of Bristol.
BATTYE.—On the 31st ult., at Marsh-grove, Huddersfield, aged 61, Thomas Hudson Battye, Esq., Barrister-at-law.
BAXBY.—On the 28th ult., aged 70, John Bethune Bayly, of the Middle Temple, Barrister-at-law.
DUNLOP.—On the 30th ult., at No. 4, Prince's-villas, Twickenham, aged 69, Donald Mackenzie Dunlop, Esq., Barrister-at-law.
FRYKES.—On the 1st inst., at 21, Lower Fitzwilliam-street, Dublin, aged 69, Thomas Franks, Esq., Solicitor.
LANGFORD.—On the 27th ult., at 2, South-square, Gray's Inn, William Langford, Barrister-at-law, Gray's Inn.
PRICHARD.—On the 23rd ult., at Dera Doon, Himalayas, aged 49, Thomas Prichard, Esq., of Gray's Inn, Barrister-at-law.
ROMILLY.—On the 23rd ult., in Cromwell-road, aged 73, Lord Romilly.
SCHANK.—On the 23rd ult., at Lawn-terrace, Telgumouth, aged 69, John Macallister Schank, Esq., Barrister-at-law.
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The Law and the Lawyers.

We are requested to state that any suggestions to the Bankruptcy Committee appointed by the LORD CHANCELLOR may be addressed to them at the Treasury.

THE interest which the public are taking in legal matters is evidenced by the contents of the new numbers of the quarterly reviews, including as they do an article on "The English Bar,"

VOL. LVIII.—No. 1659.

one on the "Progress of Legal Reform," and another on the "Judicial Investigation of Truth."

THE somewhat scanty judgment in *Bloomer v. Bernstein* (31 L. T. Rep. N. S. 306), has now been well supplemented by three elaborate judgments, in the very similar case of *Morgan and another v. Bain and another*, a full report of which we gave last week (31 L. T. Rep. N. S. 616). The facts were that the defendant had agreed to sell iron to the plaintiffs to be delivered by instalments; that the plaintiffs were insolvent at the time of the contract, and very soon acquainted the defendants with the fact of their insolvency, but omitted to claim a continuance of the contract until some time afterwards, when the defendants answering that "the contract was at end," they sued them for non-delivery. The court was unanimous in holding that the plaintiffs could not recover. "A duty," said Mr. Justice BRETT, "arises upon the vendee acquainting the vendor with the fact of the insolvency—if the vendee means to go on with the contract, he should say so." As the court pointed out, this doctrine had already been laid down in a court of equity. "If an insolvent," said Lord Justice MELLISH, in *Ex parte Chalmers, re Edwards* (28 L. T. Rep. N. S. 325), "has any beneficial contracts, it is his duty to inform his creditors (or the Court of Bankruptcy, if the case be within its jurisdiction), of the fact, and he can then apply to have a sufficient part of his assets applied for the completion of his contracts." This important obligation of insolvent vendees ought now no longer to remain uncertain.

WE publish in our Reports to-day a *Nisi Prius* case heard before the LORD CHIEF JUSTICE at the last Guildhall sittings, which illustrates in a remarkable manner the artificial character of the law regulating the adjustment of general average losses, and the slender basis upon which the rules of practice of average adjusters rest. The law of general average is a very important branch of mercantile jurisprudence, although, from its intricacy and peculiar character, it is studied by few lawyers. Average adjusters are by no means agreed among themselves as to what are and what are not established principles, and the case of *Achard v. Ring* shows that a practice may be regarded almost universally as resting upon a supposed custom, when such custom upon investigation is found to have no existence. The jury there found that no custom existed excluding from general average damage by scuttling to put out a fire. It had been previously admitted in a special case submitted to the Court of Queen's Bench (*Stewart v. Pacific and West Indian Marine Insurance Company*, 30 L. T. Rep. N. S. 742; L. Rep. 8 Q. B. 362), that a valid custom prevailed at Lloyd's, excluding from general average damage to cargo by pouring water down the hatches to extinguish a fire. Upon that custom alone, having regard to the terms of the bill of lading, the Exchequer Chamber affirmed the decision of the Court of Queen's Bench in favour of the defendant. It is hardly possible to suppose that any difference can have been made by adjusters between scuttling and pouring water down the hatches, and consequently it must be now taken that *Stewart's* case was decided upon a custom which had no existence. That the question should not have been tried by a jury in that case is remarkable. Subsequently to that decision, however, adjusters have acted upon what the Court of Queen's Bench declared to be the law of England, and adjusted losses similar to the loss in that case as general average.

THE vexed question whether a release may be made subject to a condition subsequent, has once more arisen in the case of *Hall v. Levy*, in which Mr. Justice KEATING delivered the written and considered judgment of Mr. Justice DENMAN and himself on Monday last. The facts were shortly these: The defendant had executed a deed of composition under the Bankruptcy Act 1861, whereby he covenanted to pay his creditors, of whom the plaintiff was one, 1s. in the pound by two instalments of 6d. each. Failing to pay the first instalment, he was sued by the plaintiff upon the original debt, whereupon the defendant pleaded the deed, and the plaintiff replied that the instalment was not paid. The defendant, however, rejoining that he had omitted to pay the instalment "by mere mistake," and bringing the amount into court, the plaintiff confessed the plea, and judgment was given for the defendant. The second instalment, however, was neglected to be paid also; whereupon the plaintiff sued upon the covenant to pay it contained in the composition deed. To this the defendant pleaded the pleadings in the prior action, and the plaintiff naturally replied that after the confession of the plea in the first action the defendant made default in payment of the second instalment. To this the defendant demurred on the grounds (*inter alia*) that the plaintiff's right of action once suspended was gone for ever, and that there could not be two judgments upon the same cause of action, the one for the plaintiff and the other for defendant. The court, however, was clearly of opinion that the replication was good, and indeed we should have been very much surprised by a decision to the contrary. It was properly pointed out by Mr. Justice KEATING, "the replication relied on a default which did not exist at the time of the first action. It could not, therefore, have been in controversy

in such action, and consequently there could be no estoppel." No authority of course is needed for the proposition *Nemo debet bis vexari pro eadem causa*. But the cause of action was, in reality, not the same in these two suits. Primarily, no doubt, the non-payment of the original debt was the same cause of action in both. But practically the non-payment of the first instalment was the cause of action in the first suit, and the non-payment of the second instalment was the cause of action in the second. We are glad that Mr. HALL's right to proceed with his action was not neutralised by an old-fashioned technicality. As was said by BRAMWELL, B., in *Newington v. Levy* (L. Rep. 6 C. P. 180; 23 L. T. Rep. N. S. 595): "If there was a release operative at the time of plea pleaded, but defeasible by something which occurred subsequently, a confession of the plea, with judgment for the defendant, would not be *res judicata* as to the matter subsequently arising. To say that the plaintiff was precluded from bringing a fresh action when the defendant's default renders the release void, would be a gross injustice." As to the validity of a release subject to a condition subsequent, see the judgment of MAULE, J., in *Gibbons v. Vouillon* (8 C. B. 483).

A PAPER intitled "A few observations on the Land Titles and Transfer Bill, with suggestions for a Landed Estates Bill," has recently been placed in our hands. It bears the signature of Mr. S. H. KING, a member of a well-known firm of solicitors at Maidstone. The observations are worthy of attention; the more especially at this season, when the re-introduction by Lord CAIRNS of his measure in Parliament is anticipated. The objects of the Land Titles and Transfer Bill are considered under the following heads, viz.:—1. To give certainty of title. 2. To enable persons disposing of landed estates to prove their titles thereto without the investigation of the steps through which the title has been derived. 3. To render it unnecessary for purchasers to take notice of trusts and certain partial estates in land. 4. To simplify and reduce the length of assurances. 5. Generally to avoid expense and delay in carrying out dealings with real estate. "Certainty of titles" seems to invite us to discuss the question of the legal estate, tacking, and the Vendor and Purchaser Act 1874. But we forbear, seeing that it is our intention soon to return to these observations and topics connected with them. Impressed with his objections to the late Bill, Mr. KING has also drawn another intitled, "An Act to facilitate the proof of title to estates and interests in land and other hereditaments, to protect purchasers and others against secret dealings therewith, and otherwise to amend the law relating to such estates and interests." The attempt is somewhat ambitious. Still, the efforts of several of Her MAJESTY's Governments in legislating on real property law have not been so successful that an unknown knight need fear breaking a lance or two in a fair field. Mr. KING, however, ought to understand his own business better than we do. Our copy is not indorsed with the names of any Parliamentary sponsors. If anything higher than the fame of a mere *dilettante* is sought, the best course is at once to obtain the support of two or three energetic and learned members of the House of Commons or of the House of Peers.

A CASE not without importance to the general public claimed the attention of the sitting magistrate at the Mansion House last week. A letter carrier, overcome by military ardour, had taken the Queen's shilling from the recruiting sergeant, but on more mature reflection had changed his mind and wished to continue in his civil employment. The magistrate, under the 45th section of the Mutiny Act, permitted the letter carrier to retract his step on repayment of the shilling, and of an amercement of 20s. more, of which sum it appears that 9s. 6d. as a rule goes into the pocket of the recruiting sergeant. The 42nd section of the statute enacts that every person authorised to enlist recruits shall first ask the person offering to enlist whether he belongs to the militia, and also such other questions as the military authorities may direct. One of these questions is the pertinent one, "What is your trade or calling?" The answer to this question, and the uniform of the letter carrier, should have been sufficient to dissuade the recruiting sergeant from further attempt to secure the recruit. On the lowest ground it was a gross disrespect on the part of the recruiting sergeant towards the Post Office authorities knowingly to deprive them of one of their officers, while it is a grave matter of law whether the letter carrier, being already a servant of the Crown, was any longer *sui juris*, and able to enter into a different contract, although theoretically with the same principal, unless freed from his first engagement. There is no doubt but that in past times apprentices who enlisted have been reclaimed by their masters, and that collusions so often arose between the two as to call for the now repealed enactments of 45 Geo. 3, c. 16, ss. 67-69, and 47 Geo. 3, c. 32, s. 80. In these cases, moreover, the stronger right of the Crown was in conflict with the individual. We would further draw attention to the 7 Will. 4 & 1 Vict. c. 33, s. 12, by which Act, to the end that officers of the Post Office may not be hindered in their respective employments, it is enacted that no officer of the Post Office "shall be compelled to act" as a mayor, sheriff, or in any

ecclesiastical or corporate or parochial or other public office or "employment," or to serve . . . in the militia, any law or custom notwithstanding. By 13 & 14 Vict. c. 20, officers of the Post Office are further relieved from being called on to act as constables. The spirit of the law clearly seems to show that officers of the Post Office are not to be removed therefrom to serve in other capacities, even in those under the Crown. The office of constable and the militia are expressly mentioned in words; and so strongly is the will of the Legislature shown, that we have little doubt but that should judicial decisions incline adversely to the obvious spirit of the law, a short Act of Parliament would be speedily passed to remedy the accidental flaw.

DIGEST OF THE BANKRUPTCY DECISIONS OF 1874.

BILLS OF EXCHANGE.

(Continued from page 169.)

MONEY paid into court under the Bills of Exchange Act (18 & 19 Vict. c. 67) pursuant to a Judge's order "to abide the event" of an action then pending, forms no part of the debtor's estate, but is a security to the creditor for the payment of the amount recoverable in the action, notwithstanding that the matters in dispute in the action have been referred, and bankruptcy supervened, before any proceedings are taken in the matter of the arbitration: (*Ex parte Tate and Co.*; *re Keyworth*, 29 L. T. Rep. N. S. 849, affirmed on appeal, 30 L. T. Rep. 620; L. Rep. 9 Ch. 379).

Where a debtor's summons is sued out upon a dishonoured bill of exchange, it is not necessary to prove the debt with all formalities as at common law. The debt will be sufficiently proved if all the requirements of the Bankruptcy Act and of the rules thereunder have been properly and distinctly complied with, and it appears that the debtor has not been misled by them: (29 L. T. Rep. N. S. 895.)

A Bombay firm drew bills upon a London firm, who accepted them against certain consignments. The Bombay firm pledged the bills and shipping documents with a bank, under a letter of hypothecation to which the London firm was not a party. The Bombay and London firms both became bankrupt. The bank thereupon sold the goods, and sought to prove against the estate of the London firm for the balance due after deducting the proceeds of such loss, one-half per cent. broker's commission, and two and a-half per cent. merchant's commission. Held, that the London firm was not bound by the terms of the letter of hypothecation; that the bank was in the position of a mortgagee or pledgee of the goods, and was entitled only to deduct from the purchase money the bare expenses of realisation, namely, the broker's commission, and to prove for the balance of the bills after deducting the proceeds of the goods, less the broker's commission. The decision in *Ex parte Brett, Re Howe* (25 L. T. Rep. N. S. 252; L. Rep. 6 Ch. 838), approved and followed: (*Ex parte The Oriental Bank Corporation, Re Bauman and Company*, 30 L. T. Rep. N. S. 803.)

The holders of a foreign bill gave notice to the drawer that it had been "duly presented and returned dishonoured." Held, that this was sufficient notice that all proper steps had been taken, and that it was not necessary for the notice to state in express terms that the bill had been protested by a notary. Appeal from the Chief Judge in bankruptcy dismissed: (*Ex parte Louenthal*; *Re Louenthal*, 30 L. T. Rep. N. S. 668.) A creditor who seeks to prove upon bills of exchange or promissory notes must, on tendering his proof, exhibit his securities in like manner as under the old law, which in this respect is not altered by the late Act: (*Ex parte Jacobs*; *Re Carter*, 30 L. T. Rep. N. S. 133.)

In 1871 four firms agreed to associate themselves together for the purpose of carrying on a certain trading undertaking, one of the terms of the agreement being that "the finances of the business should be carried on by the acceptances of the several parties interested, as might from time to time be arranged." The association was known among the four firms as the A. company, but the name was never made public, and the company was never registered. All four firms had suspended payment. On a claim to prove against the estate of the association which was being wound-up by an indorsee who held bills drawn and accepted as aforesaid, and who took them without any knowledge of the agreement or of the existence of the company: Held (reversing the decision of Vice-Chancellor Malins) that the bills were not binding on the association, and that the indorsee was not entitled to prove in respect of them under the winding-up: (*The Adamsonia Fibre Company (Limited)*, 30 L. T. Rep. N. S. 776; L. Rep. 9 Ch. 635.) R. and Co., of Brazil, in the course of Exchange operations with A., of Manchester, drew bills on him for £2000, which they sold to the plaintiff, and about the same date transmitted to A. acceptances of another house for £1900 to cover the bills drawn. Before the covering remittances reached England, R. and Co. stopped payment, and presented a petition for liquidation. A., being also in difficulties, refused to accept the bills drawn on him, and also became a liquidating debtor. The plaintiff, as holder of the dishonoured bills, filed a bill against the trustees of the estate of R. and Co., and A., praying that the

remittances might be applied in payment of the bills. Held (reversing the decision of Vice-Chancellor Bacon), that the plaintiff had no equity to support his bill. The doctrine of *Ex parte Waring* (19 Ves. 345) does not apply to a case where the bills drawn by one of the insolvent firms on the other have not been accepted, nor in any other case in which the holder of the bills has no right of double proof against the two firms. *Ex parte Smart*, (L. Rep. 8 Ch. 220); distinguished: (*Vaughan v. Halliday*, L. Rep. 9 Ch. 561.)

The sheriff having received a writ of execution against a trader for a debt exceeding £50, the debtor, on the 24th July, before any levy had been made, paid to the sheriff's officer a large part of the debt in a bill, a cheque drawn by another person, and bank notes. On the 25th July the sheriff's officer asked the creditors whether they would accept in part payment what the debtor had given him, and showed them the bill. They expressed their assent. On the 26th July (Saturday) the debtor filed a liquidation petition, and a receiver was appointed. On the 28th July the sheriff's officer, having received the remainder of the debt from another person liable for it, paid the whole to the creditors. Held (reversing a decision of the Chief Judge), that the transaction was a payment under pressure, and that the creditors were not bound to hand over to the trustee the bill of exchange, the cheque, or the bank notes: (*Ex parte Brooke; Re Hassall*, L. Rep. 9 Ch. 301).

It was agreed between T., a London merchant, and Messrs. S., a firm carrying on business at London and Shanghai, that T. should, from time to time, accept bills to be drawn upon him by Messrs. S., on the security of the bills of lading of goods to be consigned by them to their house at Shanghai for sale, and the net proceeds of the sale were to be remitted to the London house, who were to pay them over to T. Amongst other transactions carried out in pursuance of this agreement, T., in March 1873, accepted two bills at six months' sight for £825 and £750 respectively against goods, and sent the bills of lading of the goods to Messrs. S.'s house at Shanghai. They sold part of the goods in two lots for £247 and £757, and paid the proceeds of the sales, together with those of other sales, into a bank at Shanghai to their own credit, and on the 26th July, with these two sums, and with other moneys, they purchased drafts on London for £1198 and £1000, which they remitted to their London house, "to our credit," and in their letter of that date, inclosing the drafts, they sent lists of sales with which they credited their London house, and which comprised the two sales for £247 and £757. The drafts on reaching London came into the hands of the trustee in the liquidation of Messrs. S., who had filed a liquidation petition in Aug. 1873. Held (reversing the decision of the Registrar), that there was no specific appropriation, so as to entitle T. to receive the £247 and £757 out of the remittances of £1178 and £1000, in payment *pro tanto* of his acceptances for £825 and £750: (*Ex parte Cooper, Re Scheibler*, 31 L. T. Rep. N. S. 417.)

THE BUILDING SOCIETIES ACT 1874.

37 & 38 VICT. c. 42.

(Continued from page 170.)

HAVING in our last issue given a concise history of the efforts of the Legislature to consolidate or amend the law relating to building societies, and having also therein reviewed the most important of the first fourteen sections of the Act of 1874, we propose to treat in a similar manner those sections which follow. Before doing so we may observe that it is believed in well-informed circles that the Government has turned a favourable ear to those who complain of the retroactive effect of sect. 8, and has consented to support or introduce next session of Parliament a Bill to relieve the existing societies which prefer working with trustees to incorporation, and enjoying their present constitutions under 5 & 6 Will. 4, c. 32 to making trial of the privileges and responsibilities offered for their acceptance.

Sect. 15 empowers societies under the Act 37 & 38 Vict. c. 42, both permanent and terminating, to borrow or receive on deposit any sum or sums not exceeding in the total two-thirds of the amount secured to the society by mortgages from its members, or in the case of terminating societies, not exceeding twelve months' subscriptions on the shares for the time being in force.

Lord Westbury, when Sir Richard Bethell, A.G., and Lord Selborne, when Sir Roundell Palmer, gave conflicting opinions as to the legality of such a power under the former Act. And in England the registrar refused to certify rules giving such a power. However, Lord Hatherley, L.C. and Sir G. M. Giffard held, in *Laing v. Reed* (L. Rep. 5 Ch. App. 4, 21 L. T. Rep. 773), that the certificate of the registrar is not conclusive as to the legality of a rule; and that such a rule merely providing "a method of conducting business," and "not making the society a thing different from a benefit building society," was legal. Societies using this power and offering liberal terms to their customers, may, in a limited field discharge the duties and reap the benefits of bankers.

Sect. 10 enumerates succinctly fourteen things which must be set forth in the rules of societies established under the Act. They are as follows:

1. The name of the society, and chief office or place of meeting for the business of the society.
2. The manner in which the stock or funds of the society are to be raised, the terms upon which paid-up shares (if any) are to be issued and repaid, and whether preferential shares are to be issued, and if so, within what limits, and whether the society intends to avail itself of the borrowing powers contained in this Act, and if so within what limits, not exceeding the limits prescribed by this Act.
3. The purposes to which the funds of the society are to be applied, and the manner in which they are to be invested.
4. The terms upon which shares may be withdrawn, and upon which mortgages may be redeemed.
5. The manner of altering and rescinding the rules of the society, and of making additional rules.
6. The manner of appointing, remunerating, and removing the board of directors, or committee of management, auditors, and other officers.
7. The manner of calling general and special meetings of the members.
8. Provision for an annual or more frequent audit of the accounts, and inspection by the auditors of the mortgages and other securities belonging to the society.
9. Whether disputes between the society and any of its members, or any person claiming by or through any member, or under the rules, shall be settled by reference to the court, or to the registrar, or by arbitration.
10. Provision for the device, custody, and use of the seal of the society which shall in all cases bear the registered name thereof.
11. Provision for the custody of the mortgage deeds and other securities belonging to the society.
12. The powers and duties of the board of directors or committee of management and other officers.
13. The fines and forfeitures to be imposed on members of the society.
14. The manner in which the society, whether terminating or permanent, shall be terminated or dissolved.

It will be well for societies and for the public, if the preparation of the rules is committed to the hands of skilled conveyancers. In *Smith v. Pilkington and others* (4 Jurist N.S. 62), Sir J. Stuart, V.C., said—"I wish to make this observation as to all cases of this kind of small tradesmen, persons in a comparatively humble station of life, who enter into these societies, that they frame rules so ignorantly and absurdly that they perplex the understandings of the ablest men. That they perplex the understanding of the members themselves is not surprising:" (cf. *Fleming v. Self*, 23 L.T. Rep. 63). If to such skill is added in framing the money tables, a knowledge of mathematics equal to that of a junior optime at Cambridge, the success of the society may be justly left to the business tact of its managers, after the certificate of incorporation has been obtained. Sect. 17.

As numerous societies are at present altering or rescinding rules to facilitate proceedings, and to adapt them to the legal qualities of incorporation, sect. 18 must not be forgotten. The best plan which our experience suggests is for a general meeting to appoint a committee to co-operate with the directors in framing instructions for counsel to make a draft to be submitted to the society at large. It is true that the jealousy of the directors leads them sometimes to vote *en masse* against suggestions of the new comers, but there still exists a right of appeal to the general meeting.

The forms of conveyance next engage our attention. Sect. 19 somewhat unnecessarily intimates that these may be described in a schedule to the rules. The numerous disputes which have arisen respecting the redemption of mortgages to building societies make it desirable that the coming amending Act should itself give some forms or propound some principles to be followed: (*Fleming v. Self*, 3 D. M. & G. 997; *Seagrave v. Pope*, 1 D. M. & G. 783; *Archer v. Harrison*, Jurist Rep. 1857, 194: cf. also the recent cases of *Ex parte Osborne, re Goldsmith*, 31 L. T. Rep. N. S. 366, and *Matterson v. Elderfield*, L. Rep. 4 Ch. App. 207, in which the decisions as to powers of sale conflict in principle.) The same forms would serve for England and Ireland; and our Scotch friends would probably be satisfied with references to the schedules of their great Act for consolidating titles (31 & 32 Vict. c. 101), and a few explanatory notes.

Following the policy of the Evidence Amendment Act 1857 sect. 21 removes the difficulties of honestly proving the incorporation registration and the rules.

A salutary provision applies the equitable doctrine of constructive notice, and escapes its perplexities by enacting that "the rules of a society under this Act shall be binding on the several members and officers of the society and on all persons claiming on account of a member or under the rules, all of whom shall be deemed and taken to have full notice thereof." Like individuals of the weaker sex, building societies sometimes wish to change their names. The Legislature anticipates such interesting events in times to come, and merely imposes a few conditions easily observed (sect. 22). By the next two sections (23 and 24) a guarantee is rendered necessary in the case of an officer having the receipt

or charge of any money belonging to a society, and the means of bringing him to account are set forth.

Some of the principles of the Trustee Act 1850 and 1852 are incorporated, "when any person in whose name any stock transferable at the Bank of England or Bank of Ireland is standing either jointly with another or others or solely as a trustee for any society under this Act is absent from England or Ireland respectively, or becomes bankrupt, or files any petition, or executes any deed for liquidation of his affairs by assignment or arrangement, or for composition with his creditors, or becomes a lunatic, or is dead, or if it be unknown whether such person be living or dead. Sect. 26. *Brevis esse laboro. Obscurus fio.* We fear, on the authority of *Cramer v. Cramer* (5 D. & S. 312) which partly led to the passing of the Trustee Extension Act 1852, that the case of an infant trustee is not fully provided for: (cf. *Rives v. Rives*, 1 W. N. 144.) General incompetency and neglect to act should also have been mentioned. The power to transfer is to be exercised by the registrar (S. 27), which relates to the vesting or incorporation of rights of action, and other rights, and estate, and interests, in real and personal estate, belonging to or held in trust for any society certified under the repealed Act together with the question of the necessity for corporations having a power to appoint trustees (ss. 25 and 28) were considered in our first paper. In a concluding article the dissolution and winding-up of building societies, the termination of disputes by arbitration or otherwise, and the exemptions from the Stamp Laws, will form topics the discussion of which may be useful to the Profession:

THE SUPREME COURT OF JUDICATURE ACT.

RULES OF COURT.

(Continued from page 112.)

ORDER XXVII.—PAYMENT INTO COURT IN SATISFACTION.

THE practice as to payment into court remains almost unchanged save as to the actions in which it may be paid in. Under the Common Law Procedure Act 1852, s. 70, the defendant might pay money into court in all actions except actions for assault and battery, false imprisonment, libel, slander, malicious arrest or prosecution, criminal conversation, or debauching the plaintiff's daughter or servant. By the new rules money may be paid into court in any action whatsoever. It is not quite comprehensible why the injuries above named are deemed more capable of pecuniary measurement at the present time than they were formerly. It is obviously impossible for a plaintiff in an action, say, for malicious arrest, to satisfactorily clear his character by accepting payment out of court. He does not seek mere pecuniary recompense, he wants vindication, which cannot be obtained without publicity. The effect of allowing payment into court in such a case will be in many instances to deprive a plaintiff, seeking vindication and not damages, of his costs; simply because there being money in court a jury may easily find a sufficient verdict to clear the plaintiff, but not sufficient to exceed the amount paid in.

The only other alterations made in the practice are that whilst at present a plaintiff must now pay into court with his plea, he will in future be able to pay into court before delivering his defence, and the plaintiff may at once take the money out in satisfaction without replying. If the payment into court is made before delivering the defence, the defendant must serve a notice of the payment upon the plaintiff, showing what he has paid in, and in respect of what claim; and if the plaintiff before reply wishes to accept any payment into court in satisfaction, he must serve notice of such acceptance upon the defendant, and he may then, if the sum is paid in for the whole cause of action, tax his costs, and in case of non-payment within twenty-four hours sign judgment for the costs so taxed.

ORDER XXVIII.—DISCOVERY AND INSPECTION.

Among the more important changes made by the rules, none are more important than those made by the order now under notice. The change which takes place, however, affects the Chancery practice only in minor particulars; the common law practice undergoes the greatest alteration. In Chancery a plaintiff is always entitled to interrogate a defendant with respect to the matter disclosed in his bill without any leave, and the restrictions upon a defendant with respect to interrogating a plaintiff are few. At common law, however, a course of practice has grown up which gives the Judges in Chambers complete control over the administering of interrogatories, not only as to the propriety of

interrogating at all, but also as to the very questions to be asked. It may very well be doubted whether the commissioners on whose report the Common Law Procedure Act was founded, and whether the Act itself did not intend that a party should only be required to satisfy a Judge that interrogatories were necessary; as the practice stands the Judges require, before they will allow interrogatories to be administered, to be satisfied that every question put is admissible. This latter part of the practice entails many difficulties and inconveniences, besides much expense. The new rules put the interrogatories upon the footing apparently indicated by the commissioners above mentioned. A plaintiff will be entitled at the time of delivering his statement of claim, or at any subsequent time not later than the close of the pleadings, and a defendant, at the time of his delivering his defence, or at any subsequent time not later than the close of the pleadings, without order for the purpose, to deliver interrogatories to the opposite party. If the parties seek to deliver interrogatories at any other time, they must obtain leave of the court or a Judge. Where there are several parties to be interrogated, the interrogatories must state in a note by which of the parties they are to be answered. Only one set of interrogatories may be delivered to the same party unless leave has been obtained to deliver further interrogatories. A form is given in the schedule to the rules which shows little alteration from the present form. The time at which interrogatories may be delivered is practically the same as that at which they may be delivered at common law; the Chancery practice on this point will undergo some slight alteration. There is one matter in which this rule requires amendment; if the rule is left as it stands now, a plaintiff will only be entitled to interrogate where he delivers a statement of claim; there must be many cases where interrogatories are necessary, in which no statement of claim will be delivered, and the plaintiff will merely indorse his claim upon his writ. These cases ought to be provided for.

Greater facilities are given for administering interrogatories where bodies corporate or companies are parties to an action by giving power to apply to administer them to officers or members of those bodies. This will obviate the necessity in Chancery proceedings of joining the officers as defendants.

Whilst it is right that greater facilities should be given for administering interrogatories, there must be some check upon improper questions being asked, and this is provided for by the 4th rule of this order, which enables any party called upon to answer interrogatories to apply at chambers within four days after service of the interrogatories, to strike out any interrogatory on the ground that it is scandalous or irrelevant, or is not put *bonâ fide* for the purposes of the action, or that the matter inquired into is not sufficiently material at that stage of the action, or on any other ground; and the Judge, if satisfied that the interrogatory is objectionable, may strike it out. Interrogatories are to be answered by affidavit within ten days, or within such further time as a Judge in Chambers may allow. If the affidavit exceed three folios it must be printed, and it must be in the form given in the schedule to the rules. Any objections to answering interrogatories may, instead of being taken as above, be made, and the ground thereof stated in the affidavit answering the interrogatories. If any person interrogated omits to answer, or answers insufficiently, the party interrogating may, as at present, apply to the court or Judge for an order requiring him to answer, or to answer further, as the case may be; and an order may be made requiring him to answer, or answer further, either by affidavit, or by *viva voce* examination, as the judge may direct. It would be desirable that some direction should be given by the rules as to the course to be adopted when interrogatories are administered; they are directed to be delivered to the opposite party, but by the present Chancery practice they are also filed; by the common law practice they are not filed. Unless some rule provides for this there will still be a difference of practice in the two sides of the court.

The penalties for not answering interrogatories are stringent; the defaulter will be liable to attachment; if a plaintiff, to have his action dismissed for want of prosecution, and if a defendant, to have his defence, if any, struck out, and to be placed in the same position as if he had not defended, and the party interrogating may apply for an order to that effect, and an order may be made accordingly.

The remaining rules in this order apply to discovery and inspection of documents, and will require further notice than could be given in this issue.

LEGISLATION AND JURISPRUDENCE.

LAND TITLES AND TRANSFER BILL.

The following are some observations on the Land Titles and Transfer Bill, with suggestions for a Landed Estates Bill, by Mr. S. H. King, solicitor, of Maidstone:—

The objects of the Land Titles and Transfer Bill, of last Session, may, I think, be conveniently considered under the following heads, viz.:—

1. To give certainty of title.
2. To enable persons disposing of landed estates to prove their title thereto, without the investigation of the steps through which the title has been derived.
3. To render it unnecessary for purchasers to take notice of trusts, and certain partial estates in land.
4. To simplify and reduce the length of assurances.
5. Generally to avoid expense and delay in carrying out dealings with real estate.

As to the first head, viz.:—

To give certainty of title.

Although I have never heard of much difficulty being experienced in practice as to this, under the old system of conveyancing, except in a few isolated cases, where no title deed has been available to support the title, there seems now every reason to fear that the alterations made in the law by the 7th section of the Vendor and Purchaser Act, 1874, will bring this question into great prominence, and that a further alteration in the law for securing certainty of title will be found to be most urgently required. Before the passing of the Vendor and Purchaser Act, a purchaser, who had the title deeds of a property handed to him might safely accept a conveyance from the persons appearing thereon to be entitled to the estate purchased; for instance, suppose A, with the concurrence of B., his mortgagee, agrees to sell his estates to C. C. examines the deeds, which would of course be in the possession of B., and finds the title apparently correct. Until the above-mentioned Act, C. would be quite safe in taking a conveyance from A. and B.; because, the fact that B. held the title deeds would practically guarantee that the legal estate was vested in him; and C. having therefore acquired the legal estate, any mesne estate or incumbrance created by A., after the mortgage to B., of which C. had not notice, would be ousted, as C. would tack the estate, or pretended estate, which he derived from A., to the legal estate, which he derived from B., and the equities of C., and the owner of the mesne estate or incumbrance being equal, the law would prevail, and the owner of the mesne estate or incumbrance postponed to C. But since the Vendor and Purchaser Act has come into operation, no priority is to be obtained by the acquirement of the legal estate, and, therefore, although the mesne purchaser or incumbrancer may have kept his conveyance in his pocket, and no one has had an opportunity of hearing of it, it will stand good as against C. This being so, how will it be possible to show the title to an estate with any certainty, unless the estate has for a long course of years been in the possession of persons whose characters, and the characters of whose legal advisers, are known to be beyond question? A charge can be created by any informal document, and may be written in three lines of paper, which an improvident man might sign at the request of a creditor or money lender, and would probably forget, or pretend to have forgotten, the next day. It is a fact no one who is dealing with real estate should forget, that the owner of an estate, of which he is not entitled to hold the deeds, can by any informal memorandum, sufficient to show the intention, charge such estate, and that such charge cannot be defeated by any subsequent dealing with the property.

The Land Titles and Transfer Bill of last Session would, to a great extent, remedy this defect, so far as relates to dealing with estates subsequent to registration, but in its present form it must be borne in mind that before registration a power of appointment could be created which would override the registered estate, and could be kept alive for ever; and I quite anticipate that unless the Bill is amended in this respect, the invariable practice will be to do this. For instance, A., having contracted to acquire a fee simple estate, may take his conveyance to such uses as A. shall appoint, and, subject thereto, to the use of A. for 999 years, with remainder to B. in fee. B. would then be registered as the owner of the fee simple, subject to the shifting cause created by the power of appointment given to A., and to the term of 999 years, which, being a term not created by lease, could not, I assume, as leasehold estates under the Bill are by the interpretation clause confined to estates held under any lease or under-lease, be registered; the result would be that A. would be able to deal with the term of 999 years, and also with the fee under his power, as if the estate had not been registered. These estates

would therefore still continue subject to the objections as to certainty of title above stated. Registration under the compulsory clause of the Bill could also always be evaded by effecting a sale by means first of a demise for a very long term at a peppercorn rent in consideration of the bulk of the purchase money, and secondly, by a conveyance of the reversion for a sum so small as to come within the exception as to small purchases contained in such compulsory clause. It is indeed open to contention whether the intended compulsory clauses of the Bill would be in fact compulsory at all, as an unregistered assurance would operate in equity, and the combined effect of the Supreme Court of Judicature Act, and the 7th section of the Vendor and Purchaser Act, seems to reduce a bare legal estate to a mere *scintilla juris*, which could not in any way prejudice the owners of the equitable estate; but perhaps the courts would hold that a purchaser who had not registered his conveyance had been guilty of such *laches* as would entitle a subsequent registered purchaser from his vendor without notice to priority. The Bill also does not apply to copyhold estates, and compulsory registration does not apply to estates until they are sold, so that the estates of the great families which are handed down from generation to generation, and on the breaking up of which by far the most complicated titles have to be investigated, would not be affected thereby.

My suggestion for giving certainty of title is that notice of every disposition of an estate should be marked on the deed under which the disposer holds, or, if he does not hold under a deed in his possession, that he should be required to obtain from a public office a document of a very inexpensive character, something similar to letters of administration to a deceased person, and that such document should be equivalent to a title deed, and notice of the disposition marked thereon. These provisions would apply to all estates and to hereditaments of every kind of tenure. As to the 2nd head, viz.:—

To enable persons disposing of landed estates to prove their title thereto, without the investigation of the steps through which the title has been derived.

This could only be done under the Bill of last session in respect of estates authorised to be put on the register, and by having the title examined in the Registry Office, and registering it with a certified title.

I would adopt this scheme, extending it to all estates and interests in hereditaments of whatever tenure, but, in addition, I would give to the owner of the estate a certificate under the seal of the office, which should be equivalent to the custody of the title deeds of such estate, and would leave him free to deal with the same as under the old law; but I would only make the certificate *prima facie* evidence, as it seems to me that the making it absolute evidence opens a door to fraud, and is quite unnecessary.

I admit that this scheme is open to the objection that the title would, on any subsequent dealing with the property, have to be investigated from the time when the certificate was issued; but I think that the advantages of being able to deal with the property without any restriction, under the present law as fixed by long practice, and the decisions of the courts upon almost every question which can arise, would much more than compensate for the advantages of the state of the title being continually registered under a new and complicated system, involving no one can say how many difficult questions, which would have to be decided by the courts at the expense of the landowners. I think, also, that the provisions I propose as to notice of future dealings with property, would render a reinvestigation of a certified title comparatively easy, and that owners would voluntarily apply for a certificate of their title sufficiently often to prevent any great inconvenience from this source.

As to the 3rd head, viz.:—

To render it unnecessary for purchasers to take notice of trusts, and certain partial estates in land.

I believe the scheme of the Land Titles and Transfer Bill for effecting these objects would entirely fail, and would frequently render estates unalienable for a long period of time.

As an instance of this I may mention that two noblemen have lately been selling building land in this neighbourhood; in each of these cases there were terms of years existing over the estates of these noblemen, vested in trustees for securing portions for their children and jointures for widows. The purchasers took conveyances, subject to these terms, with the vendor's covenant to indemnify against any claim under them. Now, if the estates of these noblemen had been registered under the Land Titles and Transfer Bill, and these terms had not been capable of being registered, it would have been the duty of the trustees of these terms to have entered caveats against any dealings with the lands affected thereby in prejudice thereof, and there would

have been no means of conveying the lands sold subject thereto, so that, unless the trustees committed a breach of trust, the lands could not, or at any rate not unless a large sum of money had been paid into court, have been conveyed to a purchaser until these trust terms had been satisfied. I believe also that, by very easy artifices, almost every interest would be capable of being put on the register; for instance, if it is wished to give A. a registered estate for life, this could be practically done by demising the lands to A. for the lives of A. and B., B. being some stranger who is known to be *in extremis*, or of very great age; an estate for a life in reversion might then be limited to C, by demising the reversion to C, for the lives of A, B, and C, and so *ad infinitum*. Leaseholds for lives, or years, might also be made determinable on events, which, although really certain, would be theoretically contingent, as on the event of a spinster lady of mature age dying without issue, and other partial interests could be created by demising the lands for terms of years, with elaborate provisos for re-entry. When the registered owner of an estate wished to put it in strict settlement, there would be no limit to the number of trust terms he might create by demise for the purpose of protecting the trusts of the settlement, and to the number of the caveats which might be entered in respect of each of such terms to prevent improper dealings therewith, so that, even on the face of the register, there would probably, with respect to settled property, be as much difficulty in making a title, as if the trusts of the settlement had been disclosed thereon. The trusts upon which leasehold estates were held would always be capable on being put on the face of the title by inserting them in the demise by which the estate was created, and, although the Bill provides that purchasers need not take notice of such trusts, no honest man could, whatever any Act of Parliament may say, accept an assignment of a trust term from a trustee, when it was apparent that the trustee was committing a breach of trust, and perhaps robbing a widow or infant children by so doing. In as far as the Bill authorises a purchaser having notice of such trusts to disregard them, it appears to me to undermine the first principles of justice and equity, and to legalise immorality and fraud. The difficulty of dealing with estates clogged with trusts might, however, be much lessened, and numerous expensive applications to the court rendered unnecessary, by an enactment, that, in the case of all future created trusts, the trustees should have power, notwithstanding any provisions in the settlement to the contrary, either alone or with the concurrence of such persons, not being under disability, as should be nominated by the settlement to sell their trust estates, and invest the proceeds of such sale upon similar trusts—or to exchange—or to release any part of their trust estate, retaining a sufficient portion to answer the purposes of the trusts, and, where trustees unreasonably refused to exercise these powers, the Inclosure Commissioners might be authorised to act. It does not appear to me that this would be unduly interfering with the interests of *cestuis que trustent*, and I think this should form part of the scheme I have referred to under the 4th head.

As to the 4th head, viz.:—

To simplify and reduce the length of assurances.

In case of a simple conveyance or mortgage from an absolute owner of a registered fee simple, or leasehold estate, the Land Titles and Transfer Bill would effect this object; but these are cases in which no inconvenience is felt under the present system, and it can hardly be contended but that in these cases the expense and delay in registering such assurances would more than outweigh the advantage of their brevity and simplicity; in other cases, the Bill would complicate and increase the length of assurances, because it would be necessary not only to have a deed of settlement in accordance with the present system, or where the registered owners were trustees, a deed of direction and indemnity by the *cestuis qui trustent*, but in addition, a statutory conveyance to be registered for vesting the estate in the purchasers, or their trustees.

I am quite satisfied that a scheme might be prepared for assimilating conveyances at common law, and under the Statute of Uses, and for abolishing the absurd covenants for title, and other formal clauses, now inserted in deeds, which would very materially simplify, and reduce the length of assurances; but I think this should be done by a separate Bill.

As to the 5th head, viz.:—

Generally to avoid expense and delay in carrying out dealings with real estate.

It appears to me, that, under the Land Titles and Transfer Bill, all settled property would be vested in trustees, who would usually have their own separate solicitors, and who would refuse to do any act, except under a deed of direction from their *cestuis que trustent*, and on the very strictest

proof of the title of such *cestuis que trustent*; and that therefore the expense and delay on the part of vendors in carrying out their contracts would be much increased; as to the expense and inconvenience which purchasers would incur by reason of having to register their conveyances, this has been already so fully treated of, and the weight of the arguments deduced so clearly acknowledged, when the clause was added to the Land Titles and Transfer Bill, which provided that compulsory registration should not be enforced in the case of certain small purchases, that I need not add anything on this point. In the case of the death of a registered owner of an estate of inheritance intestate, of course there would be no limit to the expense the heir might have to incur in giving strict proof of his title to be put on the register; this is well exemplified by the expense which several members of the House of Lords have been obliged to incur in order to prove their title to be put on the roll of peers. In some cases also, the expense which would have to be incurred before putting an estate on the register for the first time, might be very great, as where freehold land is intermixed with copyholds of several manors, and the copyhold and freehold portions cannot be distinguished, of which there are many instances in some counties.

In the above remarks I have only pointed out a few of the most prominent objections to the Land Titles and Transfer Bill, but I think I have said enough to show that it would in many cases cause great expense and inconvenience, and that the only benefit it could produce would be in a few cases to give certainty to, and facilitate the proof of title to land, and this, I submit, could be done much more generally and effectually by the simple means suggested by the Bill which I have drawn.

Maidstone, January, 1875. S. H. KING.

SOLICITORS' JOURNAL.

We are authorised to state that it is the intention of the Legal Practitioners' Society to introduce into Parliament early next session another Legal Practitioners' Bill. The Parliamentary Committee of the society will shortly re-assemble, and take into consideration the provisions and probable operation and effect of the society's measure as passed last session. We are also authorised to say that the Committee will be happy to receive suggestions from members of both branches of the Profession, which may assist its deliberations and lead to the further effectuation of the society's object, the promotion of salutary reforms in connection with the profession.

MAGISTRATES sitting in petty sessions probably have the right to stop a case before them at any stage, and either adjudge upon it or commit for trial. A solicitor calls our attention to a case in which he appeared before a Bench of magistrates for a defendant, and having informed the justices that he was prepared to call witnesses to prove that the prisoner was at a certain place on the night in question at an hour, at which time one of the witnesses for the prosecution said he saw him in a certain other place. He was about to call such witnesses in support of this statement, when the presiding magistrate said that they could not hear them then, as the proper course was for the Bench to decide whether they would commit the prisoner for trial. After they had decided that the witnesses might be examined, and bound over to appear at the sessions, and their expenses would be paid, the prisoner's solicitor contended that the proper course was to hear the witnesses for the defence before the Bench decided upon sending the case for trial, but the magistrate persisted in his view of the matter, and ultimately the prisoner was committed for trial at the sessions. The general practice no doubt is to allow a prisoner's counsel or solicitor every latitude in the exercise of his discretion as to what is the best course to pursue in the interests of his client. Where magistrates, during the progress of an inquiry, determine to discharge a defendant, they would of course interrupt counsel or solicitor of either prosecutor or defendant, but to determine to commit for trial without hearing witnesses, as in the case before us, is certainly to adopt an unusual and unsafe course likely to lead to a denial of justice. A great and undivided responsibility rests on an advocate who is called on to decide whether he will call or withhold evidence for an accused person during the preliminary investigation of a criminal charge, and an undue interference with them under such circumstances tends to render that responsibility still more onerous.

A COMPLAINT was recently made by a Southampton solicitor to the judge presiding in the County Court there, that on two occasions valuable papers had been abstracted from him whilst sitting at the table set apart for the Profession,

and he asked that in future the table should be kept exclusively for the solicitors. His Honour (we are glad to know) thought the request a most reasonable one, and gave instructions that in future the table should be set apart exclusively for the solicitors and the press. Complaints frequently reach us to the effect that almost anyone is at liberty in the case of some County Courts, to occupy a seat at the table intended for the use of professional men. We should be glad to know that other County Court judges would follow a similar course to that adopted by the judge at Southampton. We confess it rests in a measure, but only in a measure, with solicitors to move in the matter. We are doubtful as to the expediency of allowing members of the press even to be present at the same table with advocates for several obvious reasons, into a consideration of which we will not here enter. A due regard for the dignity of the court and professional feeling should secure that separation between members of the Profession and all other persons attending, as conduces to the more expeditious and convenient discharge of the business of such courts.

THE question of professional remuneration seems likely to force itself, or, rather to be forced, upon the attention of the Council of the Incorporated Law Society. The movement in this direction is unmistakable, and had its origin probably in the issue of "a scale of remuneration by commission," for use in conveyancing business. The paper of Mr. Payne, solicitor, of Liverpool, which we published in our issue of the 2d inst., furnishes much useful information. The question of remuneration by commission has been before numerous Law Societies for several years past. As long since as 1863 a paper on the subject was read at Leicester, at a meeting of the now defunct Metropolitan and Provincial Law Association, and from that time to the present the question has been much agitated. At least ten country law societies have approved this system of remuneration, and the feeling seems generally to be, that the time has come for legislation on the subject, or else that such an idea should be altogether banished from our minds. We frankly admit that the question is fraught with many difficulties, but these will be rather aggravated than otherwise by further delay. More than two years and a-half ago the council of the chief society resolved "that further time should be given for testing the operation of charges by commission, &c.," and last year an ex-president of the society (Mr. F. H. Janson) read a paper, at Leeds, on the general question of "the remuneration of solicitors," which we have recently published in *extenso* in our columns. In our last issue we published a long letter from Mr. E. C. Petgrave, on the same subject; but it becomes necessary to remind solicitors that in agitating upon a particular subject there must be a limit to writing letters to the press, and, above all, in preparing and reading elaborate papers. All seem to agree, and, in fact, recommend the adoption of some decisive step in regard to the question, [but nothing is done. When will it be? that is the point; and by whom? Any attempt to deal with professional remuneration in conveyancing business by legislation, must and ought to involve a consideration of the general question of remuneration allowed to be charged by solicitors.

THE fulfilment of an object for which we and correspondents in our columns have often agitated seems to be approaching. In our last issue we announced that on the 28th instant an extraordinary general meeting of the "Law Association" will be held at three o'clock, in the Hall of the Incorporated Law Society, to consider a proposal emanating from the Solicitors' Benevolent Association, for amalgamation with the latter body. The "Law Association" has for its object, good work, similar to that of the sister association, but the former is hardly known to the Profession outside London, and there can be but one opinion, namely, that amalgamation is most desirable. Union is strength in the case of such a combination, and a great responsibility will rest on the shoulders of those who may feel called upon to place impediments in the way of amalgamation. It is easy of accomplishment in the hands of such thoroughly practical men as for the most part, constitute the governing bodies of each association, and we sincerely hope that it will not be unnecessarily delayed.

A SOLICITOR informs us that he received the following from a sheriff's officer in regard to a claim for travelling expenses to execute a warrant on a *fi. fa.*: "I have never any desire to resort to the County Court for payment of my fees, though in this case I should be sure of a verdict against you" (defendant resided across the county border). "I have had cases similar. I know I cannot claim expenses where the warrant is abortive, if the defendant lives in my baili-

wick, still it is not to be supposed that an officer can be expected to go with a warrant where a person resides out of the county without being paid. I never wish, where the plaintiff has to pay costs out of his own pocket, to charge more than is necessary, if there is any desire to meet me." It is urged by our correspondent that the officer is wrong in assuming a liability on the part of anyone to pay him in this case, for the officer must or ought to have known that the defendant did not live in the county, as alleged in the writ of *fi. fa.* There is little room for argument as far as it seems to us, there is no liability on the part of anyone to the officer in such a case.

BARRISTERS and solicitors, the legal press (or rather that portion of the newspaper press devoting itself to a consideration of law, and questions connected with it), and occasionally the lay press, all seem much exercised in considering the "organisation of the legal profession;" but whether the public generally are much interested in it is quite another question. The very name of law as considered in relation to litigation in courts of justice is so intimately associated with bills of costs and heavy counsel's fees in the minds of many, that they are for the most part anxious to avoid law, considered in this sense, and those who are the instruments for setting it in motion. So much we are forced to admit, although the continued existence of the Profession is as well secured as the constitution of the country itself. If the public were satisfied that organisation of the Profession, or an adjustment of the relations of the two branches of it, would lead to a diminution of the costs attending litigation, or involve the employment of a fewer number of lawyers in one case, they would, though not till after a deal of agitation, even in such a case, open their eyes and go in a determined manner for material changes. The *Pall Mall Gazette* has lately made a small effort to arouse some interest upon the subject, and elsewhere we reproduce an article from its columns, also a letter from "An Attorney," published by the same newspaper. Of all men who are, for obvious reasons, exercised in mind on the question of the prospects of the Profession, the Junior Bar are certainly in the forefront, unlike Othello, complaining of his lost occupation, the Junior Bar, that is, the large majority of its members, have never had any occupation of the nature fondly dreamt of, and they betake themselves in many instances to the compilation of small works consisting, for the most part, of recent Acts of Parliament, with introduction, notes, and usually an exhaustive index. They contribute largely to the general literature of the day, and especially to the newspaper press. The article in the *Pall Mall Gazette* was probably so contributed. There is an unmistakable prejudice apparent throughout. It in no way reflects what little public feeling exists in regard to the question with which it essays to deal. The relative merits of the legal attainments of each branch of the Profession is a question into a dissertation on which the writer of the article may well have saved himself the trouble. A man wishing for advice would consider the qualifications of the lawyer not those of the branch to which this or that lawyer belonged. The article in the *Pall Mall Gazette* certainly underestimates the professional qualifications of solicitors, and moreover the writer wanting in information on certain points has assumed the existence of facts which have no existence, it is in truth a contribution interesting only to members of the Profession, charged with much erroneous matter, and surely emanating from a mind in which a jealousy of the advances made by the solicitors' branch of the Profession predominates. We know that there is a lurking desire on the part of the Junior Bar to throw open their chambers to the public, and disregard the etiquette which obtains, in the fond belief that the public would flock to them for advice, revelling in the speedy extinction of the solicitors' branch. Without venturing to predict the measure of disappointment which would follow such a course, it is most assuredly a belief speedily to be dissipated in the event of the venture being attempted.

"MANY of the County Court judges," says the *Law Magazine* in an article on "The Junior Bar; its position and prospects," "are not men of sufficient intellectual calibre to appreciate, or to care to encourage a high-class Bar. We do not now allude to such judges as those of the Southwark, Bradford, and some other courts." This is a very summary way of dealing with over fifty well read and painstaking lawyers who are Judges of County Courts. Observation leads us to an opposite conclusion. Many of these judges have lately shown a marked desire to elevate the professional tone and feeling of the members of the legal Profession practising before them, and as to the "intellectual calibre" of such judges our con-

temporary can hardly be serious in saying that a superabundance of mental power is necessary to a due appreciation and a desire to encourage "a high class Bar." Whether a practitioner before a County Court judge is a barrister or a solicitor matters not, so long as either the one or the other is a competent lawyer, and has a due regard for the dignity of the court and of his profession. We opine that the majority of the judges of our County Courts fully appreciate the value of high-class practitioners, and they give as much encouragement to such a desire as is consistent with the nature of the business which, through no selection of their own, usually occupies such courts.

SOME of the magistrates of Devonshire have arrived at the conclusion that justices of the peace should have power to commit for contempt of court. "A little brief authority" is what most men like to exercise, and the unpaid judiciary of the country are hardly less likely than the generality of men to evince a taste in this direction. To give such courts a general power of this kind would be to arm them with an instrument which would, we fear, at times be much abused if permitted to be used in relation to members of the legal profession appearing at petty sessions.

We regret to have to announce the death of Mr. John James Johnson, solicitor, who has for many years filled the responsible and laborious office of one of the taxing masters of the High Court of Chancery. The appointment is worth £2000 a year, is in the gift of the Lord Chancellor, and the qualification is twelve years' actual practice as a solicitor. When it is remembered that each master taxed about 1200 bills of costs every year, it will be readily admitted by those who know the nature of the work that the salary is but a fair equivalent for such responsibility requiring so much experience. Such a post is one of the very few prizes open to solicitors, and many rumours are afloat as to who will be selected to fill the vacancy.

THE following are the lectures and classes appointed to be held at the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week. Monday, Conveyancing Class, 4.30 to 6 o'clock; Tuesday, Conveyancing Class, 4.30 to 6; Wednesday, Conveyancing Class, 4.30 to 6; Thursday, lecture, Common Law, 6 to 7 o'clock. To prevent interruption, gentlemen are not admitted to lectures after they have commenced.

NOTES OF NEW DECISIONS.

LAW OF LOWER CANADA—GIFT BY WILL TO ADULTERINE CHILD—STATS. 14 GEO. 3, c. 83, AND 41 GEO. 3, c. 4—CIVIL CODE, ART. 838—PRACTICE AS TO CONSTRUCTION OF COLONIAL STATUTES.—The combined effect of The Quebec Act (14 Geo. 3, c. 83), and the provincial statute, 41 Geo. 3, c. 4, is to abrogate the old Canadian law which prohibited gifts by will to adulterine children. The Civil Code of Lower Canada (Art. 838) enacts that wherever there is a limitation by way of substitution, the time when the substitution opens is the time with reference to which the capacity of the substitute to take is to be determined. Therefore, in a case in which a testator who died before the passing of the latter of the above-mentioned Acts, made a will which contained a devise over to an adulterine child, which did not take effect till after the passing of the Act: Held (affirming the judgment of the court below), that the devise was valid. When the decisions of Colonial Courts during a long period of time have been uniform, their Lordships will be much guided by them in considering the construction and effect of a statute affecting the law of real property in the Colony: (*King v. Tynfall and others*, 31 L. T. Rep. N. S. 564. Priv. Co.)

LANDS CLAUSES ACT, SECT. 69—PAYMENT OUT OF COURT—PURCHASE MONEY OF FREEHOLDS—INVESTMENT IN LEASEHOLDS.—Where a railway company had taken under their powers a freehold chapel, and paid the purchase money into court, the court allowed part of the money to be paid out to the trustees of the chapel for the purpose of investment in a leasehold chapel, to be used in the place of that taken by the company: (*Re Rehoboth Chapel*, 31 L. T. Rep. N. S. 571. V.C.M.)

PATENT—INFRINGEMENT—SUIT FOR PARTICULARS OF BREACHES—SUFFICIENCY OF PATENT LAW AMENDMENT ACT (15 & 16 VICT. c. 83), ss. 41, 43—PRACTICE.—In a suit for the infringement of a patent for improvement in cartridges, the particulars of breaches delivered by the plaintiffs, stated that the defendants had, during a period of eighteen months, made and sold "cartridges made respectively with a case, in which is attached a metal head and having a reas or chamber formed in the manner described solid to and in a piece with the head, as and for the purposes mentioned in the said specification."

The defendants objected to the particulars as insufficient, and contended that the plaintiffs should point out the particular parts of their specification, and which of the drawings in the schedule annexed thereto were alleged to be infringed, with the dates and occasions on which such alleged infringements had occurred. Held, that, under the circumstances, the particulars were sufficient: (*Batley v. Kynoch*, 31 L. T. Rep. N. S. 573. V.C.B.)

DISSOLUTION SUIT—DECREE ABSOLUTE—VARIATION OF SETTLEMENTS—WIFE'S POWER TO JOIN IN THE APPOINTMENT OF NEW TRUSTEES.—On a motion for variation of settlements, after a decree absolute had been pronounced, the court, while doubting whether it had the power to deprive the wife of her right to join in the appointment of new trustees, declined to make an order to that effect, on the ground that a considerable part of the fund had been brought into settlement by her: (*Hops v. Hops and Erbody*, 31 L. T. Rep. N. S. 562. Div.)

TRADE SECRET—DISCLOSURE—EMPLOYEE AND AGENT—INJUNCTION.—The plaintiff, who was a manufacturer of an article used as a substitute for hops, called "Estcourt's Hop Supplement," employed his son C., one of the defendants, as his agent, who thereupon undertook not to disclose the secret of the compound, or at any time be connected with the sale of any article which could be used as a substitute for hops. During the time of his agency C. discovered the secret of the manufacture. He shortly afterwards terminated his agency, and began to sell a practically similar compound, which he called "Hop Essence." A bill was filed against him by the plaintiff to restrain him from continuing the sale, when he submitted and signed an agreement binding himself to observe the former agreement, and do the plaintiffs no injury in their trade. After this C. associated himself with one Taylor, and circulars were issued advertising the sale of "Estcourt's Hop Essence, sole proprietor James Taylor." The defendant company was formed for the purpose of selling the "Hop Essence" under the name of "Estcourt's Hop Essence." The court, being of opinion that the company was not a bona fide company, but part of a scheme for injuring the plaintiffs in their business, restrained the company and C. from selling the "Hop Essence," and restrained the company from trading under the name of "The Estcourt Hop Essence Company," and also restrained C. from disclosing the secret of the "Hop Supplement": (*Estcourt and another v. The Estcourt Hop Essence Company*, 31 L. T. Rep. N. S. 569. V.C.M.)

COURT OF QUEEN'S BENCH.

Monday, Jan. 11.

(Before COCKBURN, C.J., MELLOR, LUSH, and QUAIN, JJ.)

Re AN ATTORNEY.

AN attorney having been engaged to conduct and complete a sale, directed the purchase-money to be sent to him by bank-bill, payable to his order. It was so sent, and he cashed the bill and received and retained the money and had not completed the purchase.

Metcalfe, Q.C., moved for and obtained a rule, calling on the attorney to answer on the matter.

Re AN ATTORNEY.

THE attorney in this case, as long ago as 1870, had received a sum of money for an investment upon a mortgage. He had paid the interest upon it down to Aug. 1873, but the payments had then ceased; and on application to him for the deed, it was admitted that he had never invested the money. On affidavit of the facts,

F. J. Smith, on these facts, moved for and obtained a rule that the attorney should answer on the matter.

COURT OF COMMON PLEAS.

Wednesday, Jan. 13.

(Before Lord COLERIDGE, C.J. and KEATING and GROVE, J.J.)

Re AN ATTORNEY.

Garth, Q.C., applied for a rule calling upon Mr. George Robinson Bowman to show cause why he should not be struck off the roll of attorneys of this court. He stated that Mr. Bowman had carried on his profession at Oldham, but he had been convicted of embezzlement and sentenced to 18 months' imprisonment.

Rule granted.

COURT OF EXCHEQUER.

(Before CLEASBY, POLLOCK, and AMPHLETT, B.B.)

Re MILLAR.

In this matter a rule nisi was obtained last Term by Mr. Willis on behalf of a person named Annie Fairchild, calling upon Mr. Julius Samuel Millar, an attorney, practising at 5, Bond-court, Wal-

brook, to answer the matters in certain affidavits. According to the facts set forth in the affidavits in question, Annie Fairchild, a domestic servant, was much injured in an accident which occurred on the South-Eastern Railway on the 24th July last, and in consequence her friends were endeavouring to obtain from the company some compensation for the injuries which she had sustained. On the 4th Sept. she met the defendant in a railway carriage, and the latter having ascertained the nature of her claim against the railway company, told her that he would write to the company on the subject and obtain compensation for her. He subsequently wrote her a letter in which he stated that all he could obtain from the company was £5 in addition to the payment of her doctor's bill and costs. These terms she agreed to accept, and she shortly afterwards received a post office order from the defendant for £5. It turned out, however, that the defendant had succeeded in obtaining £25 from the company, and had failed to account for more than £5 out of that sum to the person on whose behalf he professed to have acted.

Murphy, Q.C., now showed cause against the rule, and contended that although the facts set forth in the various affidavits might show some civil liability on the part of the defendant to Annie Fairchild, there was nothing that called for the peremptory interference of the court.

Willis and Bremner, who appeared on the other side, were not called upon.

CLEASBY, B., said that solicitors must be cautious in dealing with their clients. This was clearly a case in which the rule must be made absolute. The defendant must answer the matters in the affidavits peremptorily on the first day of next Term, and must pay the costs of this application within a week.

Rule absolute accordingly.

NAMES OF GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

MICHAELMAS TERM 1874.

Abbot, Henry Napier, B.A.	Leigh, Enoch Taylor
Aylesbury, Harry	Little, Frederick Arthur
Badger, Henry Walter	Locke, William James
Barker, Alfred	Lomer, Walter Randall
Barrow, Thomas Metcalfe	Longson, Joseph
Bayley, Fawceter Johnson	Lutley, Ernest
Bickley, Edward	Malin, Henry
Birchall, Chas. F. Bullard	Martin, John Wesley
Blair, Robert	Melhuish, John
Brett, Arthur	Mills, Henry
Bridgford, John Herbert	Molesworth, Alexander
Brough, Joseph	Moore, George Travers
Bruges, Francis Henry	Nelson, Reginald Carter
Burchell, James Ward	New, Herbert, jun.
Buttle, William	Nicholls, John
Candler, Samuel Horace	Norman, G. B. Bathurst
Carey, Joseph Williamson	Norris, George Henry
Carr, James	Norris, Henry Joseph
Chapman, Robert	North, Harold James
Clark, Henry Hollier	Oliver, William Henry
Copeland, Thos. William	Paynter, James Bernard
Cottrell, William Swinfen	Pearce, Alfred William
Cox, Charles Markham	Peckham, A. Wellesley
Crowther, Fras. Richard	Perry, Roger Eustace
Denison, Joseph	Phillips, Charles Arthur
Dill, Marcus Gordon C.	Pope, Horace Kelway
Dobson, Henry	Powell, Jas. Leslie Grove
Earl, Robert Campbell	Raine, William
Elborough, Chas. Marryat	Randall, Wm. Richd., B.A.
Ellis, Hercules Arthur	Rands, George William
Ellis, John	Robson, William Snowdon
Evans, Peter Mwyndey	Roffe, Charles Marceloff
Ffennell, William Edward	Rodgers, John Jarvis
Flood, Arthur Edward	Rothers, Charles Lambert
Foreman, Geo. Ullathorne	Sellick, George Henry
Fowler, R. H.	Shaw, Edward
Fry, John	Shepherd, Reginald Arthur
Garsed, John Law	Smith, Benjamin
Goate, William Ranley	Smith, John Edward
Goodwin, Fredk. Sidney	Smith, Theodore John
Haines, George William	Spiller, Fredk. Hutchinson
Halse, Clarence Richard	Stanbury, Francis Richard
Hampson, Robert Alfred	Stones, George William
Hands, John	Stroughill, Chas. Reginald
Hayes, Arthur George	Stuart, Robert
Hewitt, Thomas	Symonds, Henry
Hobbs, Charles Thomas	Taylor, Chas. Richd., M.A.
Hobson, Ernest Edward	Taylor, Fred. Herbert
Holmes, Percy	Taylor, Geo. E. Moore
Howard, William, jun.	Temple, Henry Francis
Hoyland, Charles Hugh	Thomas John Aeron
Hoyle, George Hardman	Toppin, Sidney
Hunt, Thos. H. C. B.A.	Trenchard, Hy. Montague
Hutchins, Arthur B.	Vaisey, Arthur William
Jackson, Frank Stather	Vanderpump, Paul Edward
James, Edward Peed	Vaughan, George
Jamison, Herbert Garnett	Vernon, John
Jenkinson, John, jun.	Wallis, Alfred
Jennings, George William	Webb, William
Johnson, William Thomas	Whitehead, John
Kimbley, Miles Jefferson	Whitfield, John
King, Joseph E. Sheppard	Whittle, Frederick
Knowles, John	Wiggins, Samuel
Lamb, Richard Moor	Wickson, William Jebb
Langley, William Charles	Wilkin, Robert Alfred
Last, Frederick, jun.	Wilson, James
Lawes, Edward Bowen	Woolley, George Henry
Lea, John Henry	Wright, Frederick Robert
Lees, John Edward	Yates, Hercules Campbell

REPORTS OF SALES.

Thursday, Jan. 7.

By Messrs. NEWBORN and HARDING, at the Mart. St. Marylebone, Nos. 57 and 59, Paddington-street, term years—sold for £200.

Hackney-road.—Nos. 4, 16, and 71, Margaret-street, short leaseholds—sold for £149.
Nos. 1 to 7, Talavera-place—sold for £370.
Nos. 144 and 151, and 5, Hay-street—sold for £247.
No. 32, Kay-street, term 39 years—sold for £140.
No. 32, Gloucester-street, term 41 years—sold for £180.
Nos. 42 and 43, Cumberland-street, term 13 years—sold for £240.

Wednesday, Jan. 15.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.
Northampton.—The reversion to a freehold estate, yielding £795 per annum, life aged 59 years—sold for £10,300.
A contingent life interest in the above estate and income—sold for £250.
By Messrs. FURBER, PRICE and FURBER, at the Mart.
Limehouse.—No. 35, Stainsby-road, term 10 years—sold for £310.
A profit rental of 262 10s., term 70 years—sold for £380.
A rental of £100, term 50 years—sold for £2075.
Nos. 43, 45, and 47, Stainsby-road, freehold—sold for £1595.
Freehold ground-rent of £18 per annum—sold for £235.
Nos. 61, 63, 65, and 67, Stainsby-road, freehold—sold for £295.
Nos. 1, 2, and 3, Francis-street freehold—sold for £540.
Nos. 1 to 15, Pelling-street—sold for £1200.
Nos. 62, 71, 73, and 75, Stainsby-road, freehold—sold for £770.
Freehold ground-rents of £38 per annum—sold for £790.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants appear.]

POCOCK (John Innes), Pinkup Hall, near Tewkesbury, deceased, and SIMPSON (Wm.), Mitcham, Surrey, Esq. £425 2s. Reduced Three per Cent. Annuities. Claimant, said Wm. Simpson, the survivor.
WATSON (Mary), Bath, widow. One dividend on the sum of £4633 6s. 8d. Three per Cent. Annuities. Claimant, Lydia Augusta Allen, wife of John Roy Allen, sole executrix of Mary Watson, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

PEAT, COAL, AND CHARCOAL COMPANY (LIMITED). Petition for winding-up to be heard Jan. 22, before V.C. M.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

DORIN (Josiah), Henley, Higham, Somerset, yeoman; Feb. 15; J. Nalden, solicitor, Shepton Mallet, Somerset, March 1, V.C. H., at twelve o'clock.
ELDIN (Francis N. C.), formerly clerk, Wolverhampton, gentleman, Feb. 1; Force and Battisill, solicitors, Exeter, Feb. 8, V.C. H., at twelve o'clock.
FLANDERS (W.), Brunswick-square, Middlesex, Esq., Feb. 20; C. G. Scott, solicitor, 4, College-hill, Cannon-street, London, March 5, V.C. H., at twelve o'clock.
JONES (Richard S.), 30, Poulton-square, Chelsea, Middlesex, gentleman, Jan. 30; H. S. L. Hussey, solicitor, 10, New-square, Lincoln's-inn, Middlesex, Feb. 15; V.C. H., at twelve o'clock.
KING (Jas.), Alvechurch, Worcester, farmer, Feb. 15; John R. Horton, solicitor, Bromsgrove, Worcester, Feb. 23; V.C. M., at twelve o'clock.
ROBERTS (Thos. H.), 21, Great Titchfield-street, Middlesex, job master, Feb. 8; N. F. Ward, solicitor, 10, Bedford-row, Middlesex, Feb. 16; V.C. M., at twelve o'clock.
WILLIAMS (John.), Scarborough, builder, Feb. 9; G. Taylor, solicitor, 43, Queen-street, Scarborough, Feb. 23; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

AGARS (John), 5, Elizabeth-villas, Bickley, Kent, Esq., March 1; Hawks, Willmott, and Stokes, solicitors, 1 and 2, Borough High-street, Southwark, London.
ARBUOTHNOT (Wm. U.), Bridgen-place, Bexley, Kent, and 9, Eaton-place, Middlesex, Esq., March 15; C. Francis, solicitor, 24, Australia-inn, London.
BARLOW (Edw.), Bury, Innkeeper, March 5; Geo. Whitehead and Co., solicitors, 16, Bolton-street, Bury.
BARTON (Thos. E.), formerly of Glendalough House, Wicklow, and late of Bellevue, Fingias, Dublin, and of Saltville-street Club, Dublin, Esq., Jan. 23; T. Jameson and Son, solicitors, 182, Great Brunswick-street, Dublin.
BRATTON (Rev. B. W.), M.A., 14, Charles-street, St. Lukes, Middlesex, March 1; A. C. Spaul, solicitor, 4, Vernal-buildings, Gray's Inn, Middlesex.
CALEY (Wm.), 20, Little Tower-street, London, commission agent and broker, Feb. 23; Messrs. Parkers, solicitor, 17, Bedford-row, Middlesex.
CLARK (John S.), Aylsham, carrier, March 1; Wm. Forster, solicitor, Aylsham.
DARBYSHIRE (Chas. H.), formerly of Crown Tavern, Pentonville, Middlesex, late of Wivsey, Hillingdon, Middlesex, was a paper merchant, Feb. 10; Murray and Co., solicitors, 11, Birch-lane, London.
DOUGLAS (Anne), formerly of Weston-super-Mare; late of Kensington-place, Clifton, widow, March 5; Lambert and Petch, solicitors, 8, John-street, Bedford-row, Middlesex.
FRAZER (John), 1, Nassau-place, Commercial-road, Middlesex, book manufacturer, Feb. 5; Moses and Co., solicitors, 5, Finsbury-circus, London.
GROSVENOR (Wm.), formerly of Barton-on-Humber, afterwards Tichton Grange, near Beverley, and of Fley, East Riding, April 5; Brown and Son, solicitors, Barton-on-Humber.
HAMAR (Thos.), Congleton, Chester, gentleman, March 10; Stephens and Stephens, 20, Essex-street, Strand.
HOLLAND (Wm. J.), 137, Oxford-st. Middlesex, Grocer, March 9; Edwards and Co., 8, Ely-place, London.
HONYWOOD (Rev. Philip J.), Wake's Colne, Rectory, Essex, March 19; J. S. Barnes, solicitor, Casina, Colchester.
HOOD (Thos.), Gloucester Cottage, Peckham Rye, Surrey, journeyman, Feb. 10; C. Gammon, solicitor, 5, Barge-yard, Bucklersbury, London.
JONES (Alfred), Queen's-street, Cheapside, London, gentleman, Feb. 13; J. Barn, solicitor, 16, Gresham-street, London.
JONES (Wolfe H. W.), Chastleton House, Chastleton, Oxford, Esq., March 31; Sewall and Co., solicitors, Cirencester.
LEVIEU (Edward), British Museum, London, Esq., Jan. 31; Williams and James, solicitors, 62, Lincoln's-inn-fields, London.
LEVIEU (John), 22b, Cavendish-square, Middlesex, Esq., Jan. 31; Williams and James, solicitors, 62, Lincoln's-inn-fields, Middlesex.
MACKIE (Wm. George), Ivy House, Forebridge, Stafford, March 1; Griffiths and Co., solicitors, 6, Bennett's-hill, Birmingham.
MAJOR (Daniel B.), 82, Cambridge-terrace, Hyde Park, Middlesex, Feb. 15; C. C. Ellis and Co., solicitors, 19, St. Swin-lane, London.
MAIRER-CALDWELL (Anne), formerly of Eastbury, afterwards of Deacons, Surrey, late of Linley Wood, Stafford, and Lowndes-street, Middlesex, widow, Feb. 6; Wynne and Son, solicitors, 46, Lincoln's-inn-fields, London.

MATTHEWS (Wm. E.), Elms Costley, Bar-road, Ealing, Middlesex, and of 8, Trump-street, Cheapside, linen agent, Jan. 21; H. Aird, solicitor, 8, Eastcheap, London.
MILTON (John), formerly of 10, Great Marylebone-street, Middlesex, late of Tavistock-crescent, Westbourne-park, Middlesex, Jan. 30; Wynne and Son, solicitors, 46, Lincoln's-inn-fields, London.
NEWHOUSE (Charles M.), Egerton Villa, Heywood, Lancaster, cotton spinner, July 5; F. Whitaker, Lancaster-place, Strand, London.
PARKS (Thos.), Bacon-street, Kirkdale, March 1; Bremner and Son, solicitors, 62, Dale-street, Liverpool.
PERRIE (Harriet, J. G.), Barnell Berry Lands, Surbiton, Surrey, Spinster, July 1; H. A. Dowse, solicitor, 6, New Inn, Strand.
POTTS (George), King-street, South Shields, Esq., March 1; R. Purvis, solicitor, 72, King-street, South Shields.
RIPLEY (Harriet), 5, Burwood-place, Hyde Park, Middlesex, spinster, Feb. 19; Aldridge and Thorn, solicitors, 81, Bedford-row, Middlesex.
ROGERS (Mary A.), 16, Hanover-square, Middlesex, widow, March 1; Heydend Co., solicitors, 33, Ely-place, Holborn, London.
SLACK (Sarah), Soham, Cambridge, widow, Feb. 6; Hustwick and Livett, solicitors, Soham, Cambridge.
SMITH (Brigadier General Richard), Park-place, Hanover-square, Middlesex, Jan. 31; Walters and Co., solicitors, 9, New-square, Lincoln's-inn, London.
SAND (Lewis J.), late of 6, The Grove, Kentish Town, Middlesex, formerly 97, Hatton-garden, London, merchant, Feb. 15; J. N. Henderson, solicitor, 72, Basinghall-street, London.
SPOONER (Wm.), formerly of Hallam-gate, Sheffield, and afterwards Supton House, Sheffield, Esq., June 1; W. and B. Wake, solicitors, Castle-court, Sheffield.
FOSTER (Henry B.), Aylsham, farmer, March 1; Wm. Forster, solicitor, Aylsham.
STEEL (Henry), Huskisson-street, Liverpool, gentleman, March 31; Whitley and Maddock, solicitors, 6, Water-street, Liverpool.
TOWNSEND (Geo.), 9, Mincing-lane, London; and Shrapnel Park, Blythe, Surrey, tea broker, April 30; W. Foster, solicitor, 9, Queen-street-place, Cannon-street, London.
TREVIS (Hugh H.), 5, East Mount-road, York, gentleman, Jan. 31; Warry and Co., solicitors, 70, Lincoln's-inn-fields, London.
WARRENTON (Wm. P.), formerly Gloucester-place, Kentish Town, Middlesex, late of Ellesmere-villa, Boundary-road, St. John's Wood, Middlesex, Esq., Feb. 13; Roy and Cartwright, solicitors, 4, Lothbury, London.
WARD (Wm.), 1, M. H., Huntingdon, March 1; Margettes and Son, solicitors, Huntingdon.
WATT (Anne F.), 54, Manchester-street, Middlesex, spinster, Feb. 20; O. A. Wakefield, 37, Nottingham-place, St. Mary-lebone, Middlesex.
WOODCOCK (Lieut.-Col. Edward), Alkinoor, near Sealkote, India, March 31; Wragge and Co., solicitors, 4, Benet's-hill, Birmingham.
WORMALL (John), Temple Bar, London, Esq., March 1; Carlisle and Ordell, solicitors, 9, New-square, Lincoln's-inn, London.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

RESULTING TRUST—EQUITABLE RELIEF—ILLEGALITY—CROWN LANDS ALIENATION ACT 1861.—In order to deprive a plaintiff of his right to relief in equity on the ground of illegality in the transaction in respect of which such relief is sought, there must be such a degree of illegality as is free from all doubt. In a case in which the appellant sought to have it declared that the respondent held certain lands, which the appellant had purchased in his name, as trustee for him, but his bill was dismissed on the ground that the agreement between the parties was "a fraud in effect on," "contrary to the policy of," and "by necessary implication expressly prohibited by" a colonial statute relating to the alienation of land: Held (reversing the judgment of the court below), that a constructive prohibition was not sufficient in order to annul such a transaction, but that there must be no doubt whatever as to the construction and effect of the statute in question: (*Barton v. Muir*, 31 L. T. Rep. N. S. 593. Priv. Co.)

MAGISTRATES' LAW.

SUSSEX EPIPHANY QUARTER SESSIONS.

THE PAYMENT TO JUSTICES' CLERKS.

MR. HURST, pursuant to notice, rose to move, in accordance with 14 & 15 Vict. c. 55, sect. 9, "That a recommendation be made to the Secretary of State for the Home Department, that the clerk of special and petty sessions, and of the justices of the Horsham petty sessional division, be paid by salary instead of fees, and that a committee be appointed to consider the amount of such salary."

Mr. Hurst said the reason why he brought that question forward at that particular time was this—that the Horsham magistrates had lately appointed a new clerk, and on his appointment they had given him to understand that this matter would be brought before the sessions. He had heard it said by some magistrates that they would

like the matter extended to the whole of the country, and if that were proposed he should be happy to defer his motion, and a committee might be appointed to consider whether the change should be extended to the county generally. He had communicated with every county in England, and found that in fifteen counties in England and two in Wales magistrates' clerks were paid by salaries instead of fees; and there were three counties, viz., Durham, Cumberland, and Lancashire where that was partially the case. In several other counties he found committees were sitting to consider the matter. The hon. gentleman having detailed the result of his inquiries as to the working of the change in the counties where it had been adopted, said it must be admitted on all hands that the payment by salary instead of fees were desirable. He believed magistrates' clerks were now the only legal functionaries in the kingdom paid by fees instead of salary, and he could not help thinking that they would be placed in a much more dignified position. Even if their remuneration was somewhat less, they would feel more comfortable if they received it by fixed salary instead of by these variable fees.

The Hon. Col. Rowley seconded the motion, and said in Flintshire, with which he was connected, the payment by salary worked most satisfactorily.

Col. Barttelot was obliged to Mr. Hurst for his very clear and able statement, but he thought the court should consider whether it would allow the change to be made in one place and not in others. (Hear, hear.) The better plan would be to refer the matter to a committee, to go into the whole case, because, supposing the fees at Horsham did not cover the clerk's salary, the whole county would have to make up the deficiency, and that would be a bad example to imitate.

Mr. Hurst would withdraw his motion directly if Col. Barttelot moved for a committee.

Col. Barttelot thought the committee should be appointed at once, because very likely there would be some legislation on the subject in the coming session, and the committee might get up facts which might be useful. He moved "That the question of paying magistrates' clerks by salary instead of by fees be referred to a committee."

Sir P. Burrell seconded, and

The Chairman expressed his concurrence in the motion, which was carried.

BEDFORDSHIRE EPIPHANY QUARTER SESSIONS.

JUSTICES' CLERKS' FEES.

THE committee appointed to consider the question of the decrease of the amount of fees received since the fixture of salaries of Clerks to Justices reported at great length. The salaries, which were fixed at the Michaelmas Sessions, 1872, on the basis of the amount of fees received in the three years ending 1871, are as follows:—Amphill division, £187; Bedford, £179; Biggleswade, £337; Leighton Buzzard, £154; Luton, £434; Sharnbrook, £130; Woburn, £214. The basis was formed of two years under an old table, and one under a revised table. In 1873-4 there were fees outstanding, and the committee suggested that a fuller explanation should be given of these in the return. The committee attributed the deficiency in the amount of fees to the following causes:—A lower table, remission in some cases, the loss of £75 a year through the non-appointment of parish constables, also of £75 by the decrease of offences under the Game Laws, of £17 by the decrease of vagrancy, of £51 by the refusal of certain parishes to pay fees for verification of jury lists, &c. In the two years the difference between the fees incurred and the salaries was £445, and this was mainly owing to the new table being lower than the old one. Although the committee did not recommend an immediate alteration of the salaries, they thought it probable that several would hereafter be revised.

After a short discussion, it was agreed that the report should be adopted, although the Deputy-Chairman and Colonel Higgins wished it to be distinctly understood that the court would revise the salaries whenever they thought fit.

Colonel Stuart made one important remark, viz., that certain fees under the old table were so lax that several of the clerks were receiving lower salaries than others because they had been receiving lower fees.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Abingdon	Tuesday, Jan. 19	Thomas Bros, Esq.	14 days	Daniel Godfrey.
Andover .....	.....	W. W. Ravenhill, Esq. ....	.....	Thomas Lamb.
Berwick-on-Tweed	Friday, April 2	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
New Windsor	Monday, Jan. 18	A. M. Skinner, Esq., Q.C.	10 days	Henry Darvill.
Stamford	Saturday, Jan. 23	The Hon. E. C. Leigh	10 days	John Torkington.
Sudbury	Wednesday, Jan. 27	Thomas H. Naylor, Esq.	14 days	Robert Ransom.
Wigan	Wednesday, Jan. 27	Joseph Catterall, Esq. ....	.....	Thomas Heald.

COMPANY LAW.

COURT OF CHANCERY, PROVINCE OF ONTARIO.

[FROM OUR OWN REPORTER.]

PROVINCIAL INSURANCE COMPANY OF CANADA
v. REESOR AND MAIRS.

Nov. 13 and 20, 1874.

Insurance—Subrogation—Mortgagor and mortgagee—Covenant to insure.

By indenture of mortgage dated 11th March 1872, M. conveyed to R. a dwelling house to secure 1000 dols. and interest. The mortgage contained a covenant on the part of M. to insure and assign the policy to R., but the amount of insurance was by mistake omitted. R., being desirous of selling the mortgage, in M.'s absence and without his knowledge, M. not having effected an insurance, procured an insurance of 1000 dols. on the house. Policy dated 4th April 1872. R. was described in the policy as "mortgagee," but his "interest" in the property was insured. On 13th April 1872, the house was destroyed by fire. R. had not been repaid premium by M., nor had he demanded same. M. afterwards paid premium and balance due on mortgage, which was then released. R. gave M. credit for the amount of the balance.

Held, that plaintiffs were not entitled to be subrogated to M.'s position.

Held also, that the covenant though blank was in equity good as between M. and R., and that M. was chargeable with premium and entitled to the amount of the policy.

In the beginning of March 1872, the defendant Reesor was the owner of a dwelling house. This he had insured with the plaintiffs for 1000 dols. On the 11th March 1872, Reesor sold the house to the defendant Mairs, and took from Mairs a mortgage thereon to secure 1000 dols. of the purchase money. This mortgage was in the short form provided by the Provincial Statute (27 & 28 Vict. c. 31). An insurance clause was inserted in the mortgage in these words, "That the said mortgagor will insure the buildings on the said lands to the amount of not less than _____ dollars currency." In the statute cited this clause is declared to be of the following effect: "And also that the said mortgagor or his heirs shall and will forthwith insure unless already insured, and during the continuance of this security keep insured against loss or damage by fire in such proportions in such building as may be required by the said mortgagee his heirs or assigns the messuages and buildings erected on the said lands, tenements, hereditaments, and premises hereby conveyed, or mentioned, or intended so to be in the sum of _____ of lawful money of Canada at the least in some insurance office to be approved of by the said mortgagee, his heirs or assigns, and pay all premiums and sums of money necessary for such purpose as the same shall become due, and will on demand assign, transfer, and deliver over unto the said mortgagee, his heirs, executors, administrators, or assigns, the policy or policies of assurance receipt and receipts thereto appertaining, and if the said mortgagee his heirs or assigns shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payments shall be added to the debt hereby secured, and shall bear interest at the same rate from the time of such payments, and shall be payable at the time appointed for the then next ensuing payment of interest on the said debt." The amount of the insurance was by mistake, as stated in the evidence, omitted to be filled in. There was an understanding (which the plaintiffs disputed) that Mairs should insure the house for 1000 dols. and assign the policy to Reesor, or that the existing insurance should stand as a compliance with the covenant; but the consent of the company (which was requisite on all changes of ownership) was not obtained.

A few days after the date of the mortgage Reesor offered it for sale, and on the proposed purchaser consulting his solicitor, it was discovered that the insurance clause had not been filled in. The solicitor advised his client against the purchase unless Reesor would insure the house and assign the policy. This Reesor agreed to do, being at the time advised that Mairs was probably liable under the blank covenant for the premium. Thereupon Reesor applied to one Willis, who was the agent of the plaintiffs, to effect an insurance on the house for 1000 dols. Willis suggested that the application should be made in Mairs's name, but he being from home Reesor desired it to be made in his own name. One of the questions put to the applicant was as to his interest in the property, to which Reesor replied that he was "mortgagee to secure 1000 dols. and interest." On the 4th April the plaintiffs issued a policy to Reesor for 1000 dols.

The mortgage and the policy (with the company's consent) were assigned by Reesor to the purchaser. On the 13th April 1872, the house was

totally destroyed by fire. Reesor had not in the meantime received or demanded from Mairs the premium, and in fact had not seen him. Reesor (after the fire) paid the amount due on the mortgage to the person to whom he had assigned it, and took a re-assignment of the mortgage and policy.

The policy, besides the clause extracted below, contained these particulars:—"By this policy of insurance the Provincial Insurance Company of Canada, in consideration of, &c., to them paid by the assured, do insure the Hon. David Reesor as mortgagee against loss or damage by fire to the amount of one thousand dollars. To wit: on his interest in the building only of a two story brick house, &c. And the said company do hereby promise and agree to make good unto the said assured, his executors, &c., all such immediate loss or damage not exceeding in amount the sum insured as shall happen by fire to the property above specified; the said loss or damage to be estimated according to the true and actual cash value of the property at the time the same shall happen."

Reesor demanded the amount of the insurance from the company, and they offered to pay him if he would assign the mortgage to them, which he refused to do. Reesor thereupon sued the company, who in their defence claimed to be entitled to be subrogated to Reesor's position, but the Court of Queen's Bench (33 U. C. Q. B. 357), held that until they had paid Reesor the amount of the policy they could make no such demand. The company then paid Reesor the amount of the policy, which was less than the amount due to Reesor on the mortgage. Afterwards Reesor and Mairs had a settlement of accounts in which Reesor charged Mairs with the amount of the premium, and gave him credit for the amount received from the company, and Mairs paid the balance due on the mortgage, and Reesor, on the 15th April 1873, discharged the mortgage according to the form provided by the Provincial Statute, which has the effect of reconveying the land and releasing the debt.

On the 27th March 1874, the company filed their bill against Reesor and Mairs, setting forth the above facts, but claiming that they only "agreed to indemnify the said defendant Reesor in respect of his interest as such mortgagee against damage by fire to the said property to the extent of 1000 dols., for the period of one year, subject, however, to the conditions and stipulation endorsed upon and forming part of the said policy," and that they had become sureties only for Reesor to the extent of his interest as mortgagee, and were entitled to the benefit of any security held by him. They also claimed that the clause, "and whenever this company shall pay any loss the assured agrees to assign over all his rights to recover satisfaction therefor from any other person or persons, town or other corporation, or to prosecute therefor at the charge and for the account of the company if requested," gave them the right to have the mortgage held by Reesor assigned to them. The prayer of the bill was that the discharge of the mortgage might be cancelled, and Reesor ordered to assign the mortgage to the company, and the company declared to have a lien and charge upon the property to the extent of the amount paid under the policy; and that Reesor might be ordered to make good any loss the company might sustain in consequence of his refusal to assign the mortgage, and of his discharging the mortgage. In their answers both Reesor and Mairs set up that there was an understanding that there should be an insurance on the property to the extent of 1000 dols., and that Reesor, as mortgagee, should be entitled to it as further security. Reesor also set up that at the time he effected the insurance he intended to make Mairs pay him the premium. Mairs also submitted that Reesor was entitled to give him the benefit of the insurance money, and having done so, and Reesor having received the balance and discharged the mortgage, the company's claim, if any, was against Reesor, and that they had no equity as against him. Mairs's answer also contained this clause, "I further submit that even if there were no expressed agreement or understanding between me and my co-defendant that the said new insurance (the policy of the 4th April 1872) should be for my benefit, yet that in consequence of the covenant in the said mortgage it must be deemed that the said insurance was effected in consequence of such covenant, and that I was liable for and chargeable with the premium of insurance and entitled to the benefit of the insurance, and having paid such premium I was entitled to credit for the amount secured by the policy."

The witnesses were examined before the Vice-Chancellor.

Bain and Duggan, for the plaintiffs.

Blake, Q.C. and McWilliams, for Reesor.

McMichael, Q.C. and A. Hoskin, for Mairs.

The following cases were cited by counsel: *The Solicitors and General Life Assurance Society v. Lamb* (1 H. & M. 716; 10 L. J., N. S., 702),

King v. State M. F. Ins. Co. (7 Cushing 1), *Lord v. Citizens M. Ins. Co.* (2 Gray 221), *Suffolk Fire Ins. Co. v. Boyden* (9 Allen Mass. R. 125), *Kernochan v. The New York Bovey Fire Ins. Co.* (17 New York Rep. 433), *Bradford v. Greenwich Ins. Co.* (9 Abbott, New York, 261), *Insurance Company v. Updegraff* (Pennsylvania State Rep. 9 Harris 518; American Leading Cases, Hare & Wallace's Notes, Vol. 2, p. 825), *Carpenter v. Pro. Wash. Ins. Co.* (16 Peters, 501), *Burton v. Gore District M. Fire Ins. Co.* (12 Grant, U. C., 156), *Tyler v. Aetna Fire Ins. Co.* (12 Wendall 507), *Fitzwilliam v. Price* (4 Jur. N. S. 890; *Fowler v. Palmer* (5 Gray Mass. 549), *Aetna Fire Ins. Co. v. Tyler* (16 Wendall 397).

The Hon. S. H. BLAKE, V.C.—The defendant Reesor, being the owner of certain premises in the bill set forth, effected an insurance thereon with the plaintiffs to the extent of 1000 dols. Thereafter he sold these premises to the defendant Mairs, who gave back a mortgage for 1000 dols., to secure the amount of the purchase-money. This mortgage, which is in the short form under the Act 27 & 28 Vict. c. 31, contains the usual covenant for insurance, but the amount to be insured is left blank. I can see no reason for disbelieving the testimony of the defendants Reesor and Mairs, corroborated as it is by the surrounding circumstances. From the facts proved before me I think it is clear that by the agreement between Reesor and Mairs the above-mentioned mortgage was to contain a covenant for insurance on the part of Mairs, and that the amount of this insurance was to be that of the policy then in existence, and for which the mortgage was given, namely, 1000 dols. Had Mairs refused to carry out the contract on which the property was sold to him, this court would have compelled him to fulfil it, by making good the covenant inadvertently left incomplete in the mortgage; and if Reesor had effected an insurance on Mairs's default in doing so, he could have charged the premiums thus paid in his account as mortgagee against the mortgagor. Matters were in this state when Reesor, desiring to sell the mortgage, found the covenant for insurance was not filled in, and on the proposed assignee objecting to take the mortgage without an insurance on the premises; and as Mairs was then absent from the province, Reesor effected an insurance to the extent of 1000 dols. I think it is clear, from the evidence of Reesor, Green the solicitor, and Willis the agent of the plaintiffs in this transaction, that it was intended that this insurance should be one effected under the covenant in the mortgage, and that it should enure to the benefit of Mairs, to whom Reesor charged the premiums. The proposal for the insurance was made on the 2nd April 1873, the policy issued on the 4th of the same month, and on the 13th thereof, the premises were destroyed by fire. The company have, under compulsion, paid the 1000 dols. to Reesor, and by their bill demand an assignment of the mortgage. Reesor has given credit on the mortgage for the amount of the insurance money, and, the balance remaining due after this credit having been paid by the mortgagor, has discharged the mortgage. It was urged on behalf of the plaintiffs that the contract of insurance was merely one of indemnity; that the insured being, by the insurer, indemnified, the insurer was entitled to the usual rights of a surety—namely, to the assignment of his principal's securities, and that, therefore, in this case the company could demand an assignment of the mortgage. This position was denied by the defendants, and, in addition, it was argued that whatever may be the general rule, the particular circumstances of this case withdraw it from its operation. It is true that in some senses such a contract of insurance as that in question may be called one of indemnity, but not, I am of opinion, in the sense intended by the plaintiffs. The company is not in the position of a surety. It is a principal debtor. It does not insure the debt. It insures the building, and it does so in favour of the applicant, but because he has such an interest as the company recognises, as giving the right to call for an insurance. The very terms of the contract here employed show this: "And the said company do hereby promise and agree to make good unto the said assured, &c., all such immediate loss or damage not exceeding in amount the sum insured, as shall happen by fire to the property above specified." In this sense, and in cases of a like nature, it is a contract of indemnity that where a partial loss occurs, the property is made good to a sum not exceeding the amount insured, nor the insurable interest of the holder of the policy. Here Reesor insured not the debt but the buildings. He then occupied the position of mortgagee, and the company admit that persons thus situated may effect insurances on the premises embraced in their securities. The company, admitting that the interest disclosed by the applicant warrants the acceptance of the risk proposed, undertake it, and thereby they become liable to make good the amount of damage occasioned by fire on the premises to an amount

not exceeding the risk accepted. If the mortgage constitutes simply a right to recover satisfaction for a loss by fire, then the company might with some reason say that they guaranteed this claim, and thus become mere sureties to the mortgagee, but the covenant of the mortgagor and a charge on the land are what the holders of these securities principally look to, and if in addition to these means of making good the debt the mortgagee chooses by an independent arrangement to protect the premises embraced in his mortgage, and which may at any time fall into his hands by foreclosure, I cannot see, there being no stipulations between the assured and the assessor to that effect, on what ground the insurer can have a right to the indemnity here asked for on making good a loss which he has undertaken without qualifications to assume. But suppose the general words to be found in such a case as *Burton v. The Gore District Mutual Insurance Company* (12 Grant, 156) were to be so read as to meet this case, and that by an extension of the language made use of in some of the authorities, the general rule is deduced from them that an insurance company paying a loss by fire to an assured mortgagee, is to the extent of this loss entitled to some rights in respect of the mortgage, it is necessary to consider what those rights are. On no principle that I can discover could the assured claim more than this: that in such cases he would have an equity to be subrogated to such rights as the assured had in respect to the mortgage after payment to him of the loss. It must be borne in mind in this case that there was no concealment of his position on the part of Reesor, no demand made by the company which was met by a refusal, no inquiry as to whether in case of payment of the loss there was anything to prevent the company requiring an assignment of the mortgage. On the contrary, what took place between Reesor, Will's, and Harvey, and the fact of the full premium being paid, would naturally lead the company to conclude that the insurance was being effected for the benefit of the owner of the premises. As between Reesor and Mairs, when the insurance in question was effected, the premiums were chargeable against and payable by Mairs, and the insurance money, when received, was to be credited on the mortgage. These premiums were charged to and paid by Mairs. The insurance money when received was credited on the mortgage debt, which became extinguished, and therefore the mortgage debt could not be assigned to the company. If it be granted, then, that the company has this right of subrogation in the present case it is purely illusory, as no possible benefit could flow from the court simply declaring this abstract right where the position when obtained gives no benefit to its possessor. I think that the only decree that can be made is to dismiss the bill with costs.

Solicitors for the plaintiffs, *Duggan and Duggan*.
Solicitors for Reesor, *Bull and McWilliams*.
Solicitors for Mairs, *Cameron, McMichael, and Hoskin*.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BILL OF SALE—POSSESSION UNDER—ACT OF BANKRUPTCY—SUBSEQUENT BILL OF SALE WITH NOTICE OF—PRIOR CHARGE INCLUDED.—A., a creditor, with notice of an act of bankruptcy committed by his debtor, paid off another creditor, who had taken possession under two bills of sale executed to him by the debtor prior to the act of bankruptcy, and took a fresh bill of sale as security for the amount so paid, and a further sum then owing to him for goods supplied to the debtor in the course of his trade. A. took possession under his bill of sale before a bankruptcy petition was presented against the debtor. The trustee under the bankruptcy also took possession of the property, and the Judge of the County Court having refused to order him to withdraw in favour of the bill of sale holder. On appeal it was held that the trustee was entitled to the property, subject only to the payment to the creditor of the amount which he had paid to the prior incumbrancer. *Fawcett v. Fearne* (6 Q. B., N. S., 20) followed: (*Ex parte Harris*; *Re James*, 31 L. T. Rep. N. S. 621. Bank.)

BILL OF SALE REGISTERED—UNREGISTERED COLLATERAL AGREEMENT—POSSESSION—LIQUIDATION—BILLS OF SALE ACT 1854 (17 & 18 VICT. c. 36), s. 2.—A., in consideration of an advance of £100, executed to B. a bill of sale over his farming stock to secure the payment of £130, and interest. At the same time A. signed an agreement, which was not registered, stating that the said sum of £130, included a sum of £30, B.'s charge for making the advance and which charge was to be paid in full, notwithstanding that the money secured by the bill of sale should be duly satisfied before the time specified in the bill of sale. Within a month afterwards A. presented a petition for liquidation,

B. having four days previously taken possession under his bill of sale. Held that the agreement was a condition within the meaning of the 2nd section of the Bills of Sale Act 1854, and should have been incorporated or registered with the bill of sale, and, that not having been done, the bill of sale was void as against the trustee under the liquidation: (*Ex parte Coates*; *Re Lees* (31 L. T. Rep. N. S. 622. Bank.)

COURT OF BANKRUPTCY.

(Before Mr. Registrar HAZLITT, sitting as Chief Judge.)

Monday, Dec. 7, 1874.

Re SYDNEY AND WIGGINS.

Composition—Failure to pay—Second petition—Irregularity.

THIS was an appeal from a decision of Mr. Registrar Keene refusing to register a second petition, the composition under the first not having been paid.

Horace Davey and F. O. Crump, appeared for the appellant.

Linklater (barrister) and *Rand Bailey*, for creditors.

HIS HONOUR reserved judgment and now said: THE REGISTRAR: This is an application by the debtors for an order to set aside the decision of Mr. Registrar Keene, in refusing to register the resolutions passed at the meeting of the creditors in the matter, on the 10th and 23rd Sept. last. Mr. Horace Davey, Mr. Crump with him, appeared as counsel for the debtors; Mr. Linklater appeared as counsel for Messrs. Deliquaire and Co.; and Messrs. Larget and Mr. Noakes appeared for the Banque de Credit Commercial, of Antwerp, opposing creditors. On the 19th July, 1873, these debtors filed a petition for liquidation or composition with debts stated at £39,023 17s. 7d., and assets represented at £779 13s. on the statement of accounts, although in their affidavit for the appointment of a receiver, made at the same time, they set forth their net assets at £14,700; what becomes of these assets I have not been able to follow. I am told that there were certain steamers which form a considerable portion of the assets, but they have disappeared somewhere or other; at all events they stated at that time that they were worth, after deducting some mortgagees' debts, that sum. They proposed a composition of 1s. 6d. in the pound, which, being refused, they offered 2s. 6d. in the pound, and on the 9th Sept., 1873, resolutions by the competent majority of creditors were registered, for this composition, payable by instalments, 6d. in three months, 1s. in six months, and 1s. in twelve months from the date of registration, the third instalment being secured by the promissory notes of the debtors, and of a Mr. Norfolk, a small creditor. A Mr. Shulbrook, of Gracechurch-street, was appointed by their debtors to pay the composition, and he tells us that up to a month preceding Aug. 1874, he was prepared and in a position to pay the first and second instalments, and that he issued the necessary notices of such preparedness, and I find on the proceedings a copy of one of these notices, which, however, happens to be in connection with an action against the debtors by a creditor who had not been tendered the amount of the first instalment. What creditors did receive either or both the two first instalments, I do not know, but several of them did in like manner proceed at law against the debtors upon failure to pay the instalments. After the registration of the first petition, the debtors resumed business and incurred new debts, and, finding themselves unable from various circumstances, among which would appear to have been that the promissory notes were not forthcoming, they were advised, they tell us, to present a second petition, which they accordingly presented on the 26th Aug., 1874, a month before their third instalment under their first petition was due. On this occasion the debts are stated at £42,682 14s. 8d., composed in what proportions I have not calculated of the revived debts of the old creditors, and of the fresh debts to the new creditors. The assets had dwindled down to the modest sum of £81 8s. 7d., and the proposal of the liquidating firm now is to clear off the £42,000 by the payment of a composition of 6d. in the £1, which the requisite majority of the creditors represented, as usual, in very large proportions by one and the same proxy, assented, and accordingly the resolutions were tendered in the prescribed manner to Mr. Registrar Keene for registration. The learned registrar refused to register "on the ground that the composition accepted by the creditors by resolutions passed and registered under a previous petition for liquidation had not been fully paid. This decision I am now called upon to reverse. At the hearing, I felt no doubt that, as a matter of principle and of abstract justice, my learned colleague was perfectly right, but as it was then contended on the part of the debtors that the decision was altogether illegal, and the point being, I think, a novel one, I took time to consider whether I should be justified in judicially support-

ing him. The result of that consideration is that I think I am so justified. There is no question, I quite admit, that when resolutions are properly placed before the registrar in liquidation cases, his sole function is to satisfy himself by due enquiry, that the resolutions have been passed in the manner directed by the Act, and that upon being so satisfied he shall forthwith register it. Mr. Registrar Keene, however, in the present case, as I infer from his certificate, felt that he was not called upon to make any such inquiry at all, for he considered that the resolutions were not properly before him, on the ground which he stated in his certificate. That he may refuse to register is clear from the words of the 25th General Rule, and there is the case of *Re Ash*, in which his refusal to register where no assets were shown was confirmed by Mr. Registrar Roche, sitting as chief judge, whose decision has not been overruled by any higher authority that I am aware of. This, indeed, is a case in liquidation, but it shows, I think, that judicial discretion is not altogether withheld from a functionary exercising such difficult and onerous duties as those which are imposed on the registrar in liquidation matters. I consider that it would be of most mischievous consequence if no limitation is to be placed on the presentation of these petitions, but that a man owing thousands and thousands of pounds should cover himself with the protection of the court, upon a promise to pay whatever it may be in the pound to his creditors by instalments extending over month after month, should thereafter incur new debts, and then possibly before a single instalment is paid should be permitted to petition again and again, offering on each occasion a smaller and smaller composition. We are told that the debtors, finding that they could not carry out their original proposition were advised to present another petition. I am of opinion that this was a course altogether irregular. The proper course which is pointed out by the Act in such a case is for the debtors to apply to their creditors for a resolution under the 6th paragraph of section 126 to vary the provisions of a composition by a reduction of its amount within their ascertained means, and there certainly seems no doubt in the present instance that such modification would have been adopted without the least objection, instead of which, while some, I know not how many, of the creditors have received 1s. 6d. in the pound, others have received 20s. in the pound through proceedings in the courts of law; and an enormous file of proceedings is created at corresponding cost under a second petition, which, in my opinion, ought not to have been filed until the creditors had been satisfied under the first petition, and which second petition is that the petitioners are to be cleared of their debts, old and new, by a composition of one fifth of that which was stipulated under the first petition. The proposition seems to me utterly inequitable, and as I think quite within the scope of the registrar's authority to deal with it as he has done. Why some of the creditors have applied to the court to enforce the provisions of the composition, or have not availed themselves of the first petition as an Act of Bankruptcy is not for me to determine. All that I have to do is to say whether I think Mr. Registrar Keene's decision authorised, and so thinking I dismiss the application.

Linklater.—Your honour dismisses the appeal with costs?

Mr. Registrar HAZLITT.—I dismiss it with costs.

LEGAL NEWS.

THE COST OF ADMINISTRATION OF JUSTICE.

A DEPUTATION from the Local Taxation Committee of the Central Chamber of Agriculture waited upon Mr. Cross, the Home Secretary, on Wednesday, upon the subject of charges imposed upon the ratepayers in respect of the administration of justice. Amongst those present were Mr. Albert Pell, M.P., Mr. G. F. Muntz (chairman of the Central Chamber of Agriculture), Mr. D. Long, Mr. J. Gardner, Mr. J. Algernon Clarke, Captain Cragie, &c.

The proceedings, which took the form of a conversation between the Home Secretary and Mr. Pell, were opened by the latter gentleman, who said that he expressed the general views of those who had given attention to the subject when he directed attention to the heavy charges imposed upon the ratepayers in respect to the administration of justice—a term which included the cost of prisons, prosecutions, the shire halls, and judges' lodgings, and also of coroners, to which he would add the contribution made with reference to reformatories. The total cost under these heads was about £873,000, of which £222,000 was recouped, leaving £651,000 to be met by the ratepayers, besides which £8000 was recouped in respect of prisons. The whole cost of the shire halls had to be met by the rates. He complained

further of the amounts which were taxed off by the taxing master.

Mr. Cross said he supposed, so far as that matter was concerned, the deputation would admit that the amounts were legally taxed off.

Mr. Pell, admitting the legality, complained that that which was allowed by the taxing master in one county was taxed off in another. With regard to the criminal prosecutions, he said that they were so well acquainted with the right hon. gentleman's views on the matter from his expressions last year, that they could not be considered ground for argument as they were, knowing his opinion, inclined to leave the matter in his hands; and with respect to prisons, the committee were aware that there was a great amount of want of intelligent administration, which was shown by the discrepancy in the cost in various counties—a discrepancy due in a great measure to the building of prisons without any regard to the number of prisoners likely to be brought into them. The central authorities imposed upon the local authorities a minimum of expense, whilst there was no restriction to prevent the local authorities spending any amount of money they liked.

Mr. Cross said that the Government could hardly say to such an intelligent body of gentlemen as the county justices that they were not to spend money beyond a certain amount.

Mr. Pell said it was impossible for the ratepayers to say to the magistrates that they should go thus far and no further, and it was their desire to see if something could not be done to restrict the power they possessed. The principle followed with regard to lunatics was believed to be the right one—that the arrangements should be made with reference to the most economic administration. He asked for an extension of the principles applied to lunatics, taking the best instances of administration, and giving a grant with reference to those cases, which would have the effect of obviating the monstrous waste of money which at present existed.

Mr. Cross asked whether the deputation had gone into the question of administration of justice in the courts of quarter sessions, as compared with the administration of justice by the guardians and municipal town councils, with the view of ascertaining which was the more economical.

Mr. Pell could not say that the administration of the guardians was economical.

Mr. Cross wished to know which was the more economical system of government. If they were to turn their attention to that point the result would probably be more useful.

Mr. Pell said that the figures could be got out with reference to the prisons. In the cases of Salford and Rutland, for instance, where they found in the former the cost for prisoners was £217, in the latter it was £100 less.

Mr. Cross said that all these matters deserved consideration, because he thought the ratepayers might save large sums of money by wiser administration.

Mr. Pell urged that in point of administration our magistrates had very little power indeed. With regard to the coroners, he said that the item was not large, being only about £83,000, but he complained that, whilst the idea was that coroners were always appointed by freeholders, such was not the case, because in many districts the appointment was in the hands of individuals.

Mr. Cross said that, although there were some exceptions to the rule, the general rule was that the coroners were appointed by the freeholders.

Mr. Pell thought that there was room for improvement there. He did not think the costs ought to fall exclusively upon the ratepayers.

Mr. Cross called attention to the fact that nothing had been said with regard to the police.

Mr. Pell said that he had left that matter out advisedly, because he had not forgotten the encouraging words which had fallen from the Chancellor of the Exchequer last year upon this subject.

Mr. Cross, in reply, said that he was very glad to have seen the deputation, and to understand clearly what their views were. His wish at the present moment was, if he could do it irrespective of any action of the Government, to take care in his particular department to encourage the economical working of all the laws of the courts so far as these subjects were concerned. He believed there was great room for reform and economy in matters of the police and prisons, and so far as his own personal action was concerned, in regard to economy and efficiency, he would do everything to alleviate the burden upon the ratepayers, and see that money was not wasted.

Mr. Munts said that the fact of the cost of administration of justice appeared to indicate that it was one of the charges which had a claim on the national exchequer.

THE salary of the Town Clerk of Liverpool has been raised to £2500 per annum.

THE question of fares at competing points of the Midland and Great Western Railways will come before the Railway Commissioners on the 21st inst.

THE Governor of Massachusetts, in his Message to the Legislature, recommends the repeal of the prohibitory liquor law, as it is ineffectual in promoting intemperance.

METROPOLITAN BUILDING ACT 1855.—The Metropolitan Board of Works have elected Mr. Thomas Henry Watson, architect, to the office of District Surveyor for St. George Hanover-square, under the provisions of the above Act.

THE aggregate costs of realising and distributing the bankrupt estates that were closed in the year 1873 amounted to 30·33 per cent. of aggregate assets realised, as against 30·75 per cent. in the preceding year.

A NORTHAMPTONSHIRE farmer, named John Blansome, has been tried at the county sessions for defrauding his creditors by cutting a crop of corn and concealing it in different places after he had been declared bankrupt. He was sentenced to fifteen months' hard labour.

THE Government auditor has disallowed the fee of the Town Clerk of Hull, acting for the returning officers at the last School Board election. The fee is a hundred and fifty guineas, and the chairman and another member who signed the cheque have been surcharged.

THE total amount of stamps issued in London for probate and administration in the year 1873 was £1,831,320, of which £1,074,565 was for use in the principal registry in London, and £757,255 for the district registries. In the preceding year the amount was £1,748,909, of which £971,326 for the London registry, and £777,583 for the district registries.

It was proved in a case which came before the Marylebone County Court, that one of the Great Western Railway Company's special conditions with a season ticketholder was that the company should not be held responsible for any delay he might sustain. The judge told the plaintiff (who had never read the paper to which he attached his signature) that he had completely signed himself out of court.

FORMERLY there were 59 County Court Circuits, but Nos. 10, 34, and 56 having been absorbed in the circuits adjoining to them respectively, 56 circuits only now remain. The number of places at which courts are held is now 499. The number in each circuit is shown in the table; the number of days of sitting on each circuit in 1873 is also shown. For Circuit No. 6, in which Liverpool is comprised, there are two judges. For each of the other circuits there is one judge only.

DEATH OF SIR THOMAS BLAKE.—The death is announced, at the age of seventy years, of Sir Thomas Blake, of Menlough, county Galway. The deceased baronet, who was the eldest son of the late Sir Valentine J. Blake, for some time M.P. for Galway, was a deputy lieutenant and a magistrate for Galway, and succeeded to the title in 1847. Sir Thomas married, in 1830, Letitia Maria, daughter of Mr. H. O'Brien, of Waterville, county Galway, by whom he had issue one son, Valentine, born in 1836, and who now succeeds to the baronetcy.

AT the police-court at Woolwich, on Wednesday, Mr. Patten, the magistrate, expressed his intention of using the full power of the law to check the crime of fraudulent enlistment, cases of which are brought before him almost daily. In the case before him he sentenced the prisoner to be imprisoned for three months with hard labour as a rogue and a vagabond. Three recruits from Kent-street, Borough, who had caused a riot in Woolwich after receiving the enlistment shilling, and had had their notice-papers torn up by the enlisting sergeant in order to get rid of them from the recruiting depot, were each sentenced to a month's imprisonment with hard labour at Maidstone.

A DEVONSHIRE GRAND JURY.—At the Bideford Quarter Sessions held on Saturday there was one prisoner for trial indicted for embezzlement and theft. The Recorder, in charging the grand jury, laid stress on the fact that their duty was merely to see that there was a *prima facie* case. They were absent nearly two hours, the whole court meanwhile being in waiting, and at length returned, the foreman solemnly declaring that they found the prisoner guilty. "I thought I told you," said the Recorder, "that you were not to try the case." The Foreman.—"We thought it a particular case, and we have gone minutely into the whole evidence, and we find the prisoner guilty on both charges." The Recorder, after some observations to the grand jury on their wasting everybody's time, proceeded to try the case, when the petty jury acquitted the man on one count, and the prosecution offered no evidence on the other. The grand jury, who had waited to learn the result, were heard as they retired to give vent to their indignation and mortification in somewhat strong language.

THE number of actions entered in the Lord Mayor's Court in 1873 was 15,367, being less than the number for the previous year by 444, or 2·8 per cent. The number for 1872 exceeded the number for 1871 by 347, or 2·2 per cent. For the five preceding years the numbers showed successively an increase of 520, or 3·4 per cent.; 1862, or 15·2 per cent.; 2382, or 28·5 per cent.; 3996, or 65·6; and 297, or upwards of 5·0 per cent. There were further in 1873, twenty-one ejectments, against twenty-five in 1872; fourteen in 1871; eleven in 1870; sixteen in 1869; seventeen in 1868; seven in 1867; and nineteen in 1866. There were five apprentice petitions in 1873, against five in 1872; five in 1871; one in 1870; five in 1869; seven in 1868; ten in 1867; and eight in 1866. In 1863 the number of actions entered was 4325, or little more than 28 per cent. of the number in 1873.

THE LICENSING ACTS.—At the Essex Quarter Sessions on Wednesday, Mr. A. Johnston moved that a memorial be forwarded from this court to the Secretary of State for the Home Department, respectfully asking Her Majesty's Government to introduce a Bill during the next session of Parliament, consolidating the various statutes affecting alehouses, beerhouses, refreshment houses, and the sale of intoxicating liquors. In the course of a few remarks in support of his motion, Mr. Johnston urged the necessity for a consolidation of the present laws, the difficulties in connection with which every magistrate admitted. He remarked that he did not intend to go into the value of each licensing law, nor did he think the Government—Conservative or Liberal—would do so. They had both burnt their fingers to such an extent that they would no doubt leave the subject alone for some time. The motion was agreed to.

CHARGE AGAINST AN "ACCOUNTANT."—At the Cambridge Borough sessions on Thursday, before Mr. Bulwer, Q.C., Recorder, James Hall, described as an "accountant," surrendered to his bail to answer a charge of having embezzled two sums of money received by him from former members of the University for and on behalf of Messrs. Milligan and Johnson tailors and robe-makers. Upon this firm dissolving partnership, Hall, who had previously been their clerk, but who then set up as an accountant, was entrusted to get in certain outstanding debts. Having a difficulty with some of the debtors, he, with the consent of the prosecutors, employed a solicitor, who obtained the sums mentioned from gentlemen named Wood and Bindley. These moneys were handed over to Hall, and the prosecutor (Johnson) alleged that he never received them. A legal point was raised as to whether Hall was a clerk or servant within the meaning of the Act constituting the crime of embezzlement; but the learned recorder said he should decide, for the purposes of this indictment, that there was a case to go to the jury, and allow the prisoner a case for the Court of Criminal Appeal, if necessary. The jury, after a long deliberation, found the prisoner guilty but recommended him to mercy on account of his previous good character; and he was bound over in bonds of £400 to come up for judgment at the next sessions, by which time the legal point will have been decided.

WINDING-UP CASES.—"An Old Lawyer" writes to the *Times*: "Many of your correspondents have written to express their sense of the hardships occasioned by the delay and heavy costs incurred in the settlement of the affairs of the 'European' and the 'Albert.' I have no desire to make light of their grievances, but these questions are simply matters of comparison. Will it be any consolation to those who are called upon to suffer in connection with the companies above named to know that there are others still more unfortunate? The 'Albert' was wound-up in 1869; the 'European' at a later date. Take, as an example of many others, the Agriculturist Cattle Insurance Company. This was ordered to be wound-up in April 1861. The total liabilities of the company were under £34,000. There have been raised from the unfortunate shareholders £17,394 and £35,000—together £52,394. The costs in July 1874 amounted to upwards of £18,000, or about £1400 yearly. An old lawyer once upbraided his son for flying the face of Providence in settling a Chancery suit. The lawyer of the present day will not be liable to the same reproach. He must be a very sanguine man who expects to live out a litigation like this. As to those who know the worst, and have been already beggared and released, they are, perhaps, less to be pitied than those who are still struggling on and endeavouring to pay their calls. How long will the public tolerate a legal system under which such a state of things is possible?"

AN AMERICAN JUDGE.—A justice of the peace in Chicago, who is a convert to spiritualism, is, according to the *Chicago Tribune*, in the habit of having protracted conversations with Sir Edward Coke, Blackstone, and other authorities, and bringing their experience to bear on the cases before him. The other day, during the forenoon session of the court, a case came up for trial. The attorney for the defence quoted a decision which

he found in one of the early Illinois reports. It was apparently decisive. The lawyer looked triumphantly at the judge. The latter said, "Wait a minute; I feel the influence." Then the judge grabbed a lead pencil and a sheet of paper. His hand went convulsively, and at the end of five minutes he had scribbled over the entire page. When he had finished he said to the lawyer, "I have just received a message from Judge Lockwood, who was one of the judges of the Supreme Court at the time this decision was rendered. He authorises me to say that the majority of the members of the then court, who are now in the spirit-land, after mature consideration, decided to reverse their former judgment. Please inform the Profession of that fact, that they may govern themselves accordingly." The judge then continued: "Under the circumstances you will see that I can pay no attention to the decision you have quoted, and judgment must be rendered against you." The lawyer remonstrated? and the judge finally agreed to postpone the case for one week, in order to give Judge Lockwood and his colleagues an opportunity to examine the matter again and see if they are determined to reverse their former opinion. In the meantime the lawyers of Chicago are meditating whether it will not be necessary for them to burn all their reports, if judges in the spirit-land are to be allowed to carry on the business of making decisions and reversing those which they have made in this world.—*Pall-Mall Gazette*.

THE IRISH COURTS.—A correspondent writes from Dublin on Jan. 12: Term was opened yesterday under circumstances of more than ordinary interest. The Court of Chancery was the chief centre of attraction for the Bar and the public, and every seat in it was filled from an early hour. Dr. Ball took his seat for the first time as Lord Chancellor, and the restoration of the old constitutional régime in the person of a lawyer so eminent and popular was hailed with evident satisfaction. His Lordship was accompanied by the Master of the Rolls and the Vice-Chancellor, attended by their subordinate officers, and the opening of the court was invested as usual on such occasions with the character of a State ceremonial. The members of the Bar were present in considerable numbers, and they were reinforced by numerous "silk gowns," which are not to be seen on the benches during the ordinary sittings of the court. Some causes in the list were called, but owing to the pressure of the crowd in the court, the professional gentlemen engaged in them could not get admission, and they were allowed to stand over. The opening ceremony was preceded by a ludicrous scene, in which Mr. Barnes, an eccentric member of the Bar, played a conspicuous part. Entering the court in plain civilian dress and armed with a shillelagh adorned with a white riband, he proceeded to address the ladies and gentlemen who were assembled, giving them his views upon the college election and other topics, until an athletic police constable received orders to remove him, which was done in spite of his energetic protest. The judges in the Common Law Courts also took their seats, and some business was gone through. There is a tolerably heavy list in the Queen's Bench. In the case of *Reg. v. Hays and others*, in which a criminal information and an attachment for contempt had been obtained by Mr. Leopold Cust, agent for Mr. Smith-Barry, against the Town Commissioners of Tipperary, counsel for the defendants stated that their clients would allow the case to proceed for trial upon the criminal information and in the attachment would submit and pay the costs. In the course of the day there was a meeting of the Benchers, and Dr. Elrington, Q.C., and Mr. Jellott, Q.C., were added to their roll of members.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

MICHAELMAS TERM, 1874.

Final Examination.

At the examination of candidates for admission on the roll of attorneys and solicitors of the Superior Courts, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:

1. Alfred Wallis, who served his clerkship to Messrs. Richard and William Stott, of Rochdale.
2. Roger Eustace Perry, who served his clerkship to Messrs. Cooper and Norgate, of East Dereham, and Messrs. Milne, Riddle, and Mellor, of London.
3. Joseph Brough, who served his clerkship to Mr. Joseph Knight, of Newcastle-under-Lyme, and Messrs. G. L. P. Eyre and Co., of London; and John Hands, who served his clerkship to Messrs. Lawrance, Plews, Boyer, and Baker, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:

To Mr. Wallis, the prize of the Honourable Society of Clifford's Inn.

To Mr. Perry, the prize of the Honourable Society of Clement's Inn.

To Mr. Brough and Mr. Hands, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:

Francis Henry Bruges, who served his clerkship to Messrs. Clark and Collins, of Trowbridge, and Messrs. Whitakers and Woolbert, London.

Percy Holmes, who served his clerkship to Messrs. Hughes and King, of Maidstone, and Messrs. Hughes, Hooker, and Buttanshaw, of London.

Edwin Peed James, who served his clerkship to Mr. George Septimus Warmington, of London.

John Edward Lees, who served his clerkship to Messrs. Lingard and Co., of Manchester and London.

Reginald Carter Nelson, who served his clerkship to Mr. John William Danby, of Lincoln, and Messrs. Paterson, Snow, and Burney, of London.

George Henry Norris, who served his clerkship to Messrs. Norris and Wood, of Manchester.

Edward Shaw, who served his clerkship to Mr. Thomas Blanchard Burland, of South Cave, Yorkshire, and Messrs. Lambert and Petch, of London.

George Henry Woolley, who served his clerkship to Messrs. Woolley and Beadesley, of Loughborough, and Messrs. Williamson, Hill, and Co., of London.

The council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them to prizes if they had not been above the age of twenty-six:

John Vernon.

George William Haines.

The number of candidates examined in this Term was 170; of these 139 passed, and 31 were postponed. By order of the council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT.

HILARY TERM, 1875.

The Council of Legal Education have awarded to—Edward Cuming, Esq., of the Middle Temple, and Walter Ross Phillips, Esq., of the Inner Temple, studentships in Jurisprudence and Roman Civil Law of one hundred guineas, to continue for a period of two years. David Brynmor Jones, Esq., of the Middle Temple, and Arthur Hewett Spokes, Esq., of the Middle Temple, studentships in Jurisprudence and Roman Civil Law, of one hundred guineas, for one year.

John Consmaker Anderson, Esq., of the Inner Temple; Ponnambalam Arunásalam, Esq., of Lincoln's-inn; Llewellyn Archer Atherley-Jones, Esq., of the Inner Temple; Horace Edmund Avory, Esq., of the Inner Temple; William Baker, Esq., of the Inner Temple; Henry Dawes Bonsey, Esq., of the Inner Temple; Henry Cooke, Esq., of the Inner Temple; James Henry Deakin, Esq., of the Middle Temple; William Henry Dyer, Esq., of Lincoln's-inn; Arthur Beecher Ellicott, Esq., of the Middle Temple; James Herbert Fellowes, Esq., of the Inner Temple; John Alderson Foote, Esq., of Lincoln's-inn; Athelstane Braxton Hicks, Esq., of the Middle Temple; Leigh Hoskyns, Esq., of Lincoln's-inn; William Blake Johnson, Esq., of the Inner Temple; George Frederick Wellington Langdon, Esq., of Lincoln's-inn; Edward Legge, Esq., of the Middle Temple; William Harry Barber Lindell, Esq., of Lincoln's-inn; Pramatha Natha Mittra, Esq., of the Middle Temple; Robert Gray Cornish Mowbray, Esq., of the Inner Temple; John Allen Mylrea, Esq., of Lincoln's-inn; Ebenezer Nash, Esq., of the Middle Temple; Emilyus St. Clair O'Malley, Esq., of Lincoln's-inn; Alfred Edmund Packe, Esq., of Lincoln's-inn; Henry Frederick Plunkett, Esq., of Lincoln's-inn; Henry Priestley, Esq., of the Middle Temple; John Foster Reed, Esq., of Gray's-inn; Harry Inglis Richmond, Esq., of Lincoln's-inn; and Charles Henry Witts Woodroffe, Esq., of Lincoln's-inn, certificates that they have satisfactorily passed a public examination.

By order of the Council,
(Signed) S. H. WALPOLE, Chairman.

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt. [ADVT.]

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

DEVILLING AT THE BAR.—Permit me to state my experience. I was defendant's solicitor in a cause at the assizes. Leave was reserved to my client to move to have the verdict entered for him on a point of law. My counsel at the assizes was an experienced junior of twenty-six years' standing. I gave him the brief for the argument *in banco*. He, without my knowledge, handed it to a junior of eleven years' standing, who argued for defendant. The court decided against defendant, dwelling much in their judgment on the assumed fact that a certain point had gone to the jury, whereas that point was never put to the jury at all; but my clients counsel *in banco* did not know that. I attribute the adverse decision to the fact that the counsel arguing for me was not of sufficient experience, and was strange to the case. I gave liberal fees to the counsel I retained. I think as he accepted the fees, I had a right to his personal services. I should never have thought of employing the counsel he gave the brief to, in such a case. I submit that the practice complained of is not creditable to the Bar, and it behoves our branch of the Profession to do something to put it down. If we treated our clients as the Bar treat us what would be the consequence? Should we not be liable in damages for betraying our trust?
S. S. C.

JURYMEN IN THE FOREST COURTS.—Under this head, in the LAW TIMES of the 26th ult., it appears that a short time ago an action was brought in the Easingwold County Court, before E. R. Turner, Esq., Judge, to recover the sum of 10s., the amount of a fine for the non-attendance as a jurymen at the court leet for the manor of Easingwold, and that a verdict for 5s. was given against the offending jurymen. To me this appears a most extraordinary proceeding, because I take it if the steward or judge of the court leet had authority to inflict the penalty for non-attendance, surely there is or ought to be a power in the court leet to enforce the fine, and that the County Court (supposing it had jurisdiction at all in the matter) had no power to reduce the fines if inflicted by lawful authority. I must confess I have not sufficient knowledge of the jurisdiction and authority of courts leet to afford information on this curious case, but have no doubt it would be interesting to the Profession generally if some of your better informed readers would kindly furnish information on the subject. A SOLICITOR.

COMMON LAW COMMISSIONS TO ADMINISTER OATHS.—My agent informs me that the illness of a clerk prevents the issue of these. I read in the LAW TIMES several months ago, that the same state of things then existed. Do you not think this a matter which should be remedied, as it is a great inconvenience to solicitors to be kept out of their commissions, and I (no doubt in common with many other) have been a long time

WAITING.

[There is the utmost cause of complaint, but only in regard to the Queen's Bench commissions. We know of one case in particular in which the necessary fees were paid as long ago as 18th Nov. 1873, and yet the country solicitor is to this day without his Queen's Bench Commission. It is impossible to account for this state of things. —ED. SOLS' DEPT.]

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

78. **EXPIRATION OF ARTICLES.—EXAMINATION.**—One-half of the term of service under my articles will expire on the 26th Feb. 1876. What is the earliest term I can present myself for Intermediate Examination? Z.
[Next Michaelmas Term.—Ed. Sols' Dept.]

79. **MASTER AND SERVANTS' ACT 1867.**—A lad puts himself apprentice to a trade for 4 years. He states at the time that he is 17. There can be no doubt that he and his father conspired to mislead the master by mis-stating the age. When 3 years have run, the lad has been taught his trade, and becomes valuable to his master. The apprentice then declares that he is 21 (as the fact is), and refuses to serve any longer. Before the Master and Servants Act 1867, an apprentice would not be compelled, I believe, to serve after he was 21. How is it now? By the Act, the word employed is to

include any apprentice whether under or above 21, and further "wherever the employed shall refuse to fulfil any contract of service, or shall absent himself, or any question or dispute shall arise as to the rights or liabilities of either of the parties," the justices are to have jurisdiction. Now, does this give the justices power to punish the apprentice in the case above stated, or is there any other remedy against him? The father is not worth suing. S. S. C.

80. APPOINTMENT OF TITHES.—Is the half year's tithe payable on a certain day, payable for the past half year or in advance for the coming? Can any incoming tenant on 29th Sept., after the 1st Jan. and the outgoing tenant for the half due 1st July, but not collected, and for the proportion due 29th Sept., vide 14 & 15 Vict. c. 25, and 33 & 34 Vict. c. 33. F. J. B.

81. ADMINISTRATION.—A. deposited with B. a sum of money; B. died, leaving C., one of three executors. The other two executors requested C. to hold the money until it should be wanted. A. is now dead, having by a strip of writing given the money to nieces. The other two executors of B.'s will now wish and press C. to pay the money to the nieces, without putting them to the expense of administration. C. is quite willing to do so, but doubts the propriety of it, though he is willing to run the risk of getting no legal discharge. An expression of opinion as to the proper course for C. to pursue is asked. A. W. B.

82. WITHOUT PREJUDICE.—Some years ago I remember seeing a case in which one of the judges said, in reference to a letter written "without prejudice," that, although these words preclude the party receiving it from making any use of it at a trial, still that they do not preclude the writer from having it read on his own behalf if he thinks fit. This case I cannot now find. Can you or any of your readers help me to do so, if they can I shall be glad? INQUIRER.

83. HUSBAND AND WIFE.—A man invests his own earnings in the joint names of himself and his wife in the shares of certain joint stock companies, and then dies, leaving a will. Can the widow claim these shares, or do they for part of the testator's personal estate? ERSILOX.

84. DRAINAGE.—Is there any recent statute by which draining into open drains is expressly prohibited; if so, will some of your readers kindly inform me the act? P. H. J.

85. BANKRUPTCY.—A creditor presented a bankruptcy petition against a debtor, and the acts of bankruptcy alleged were as follows: (1) "That being a trader he has departed from his dwelling-house or otherwise absented himself." (2) "That he has made fraudulent delivery, or transfer of his property or some part thereof to his brother." The petition was ordered to be heard forthwith according to Rule 65. The debtor appeared at the hearing, and an objection was taken by his solicitor that the first allegation should have contained the words "with intent to defeat or delay his creditors," and that as these words were not inserted, the service of the petition by being left at the last known place of business was bad, inasmuch as no act of bankruptcy was alleged to warrant service in such manner. The Registrar having decided such point in the debtor's favour, was then asked by the solicitor to the petitioning creditor to adjourn the hearing of the petition under the latter portion of sect. 8 of the Bankruptcy Act 1869 (which gives the court power to adjourn for any just cause), in order that personal service might be effected, and an adjudication obtained under the second allegation, but the registrar said he had no power to do this, and dismissed the petition, but without costs. Will any of your correspondents state his opinion of the proper course of procedure, and if he knows any case on the subject? The debtor on dismissal of creditor's petition filed his petition under sect. 125 and 126. BURTUS.

Answers.

(Q. 78.) DOWER.—The deed need not be executed by the purchaser: (Vide *Fairley v. Tuck*, 27 L. J., N. S. 28, Ch.) W. B.

LEGAL EXTRACTS.

BARRISTERS AND ATTORNEYS AND THEIR EDUCATION.

(From the *Pall-Mall Gazette*.)

We lately made some remarks upon the schemes which are under discussion for the improvement or alteration of the present system of legal education in relation to their bearing upon the improvement of the law. We propose on the present occasion to make some remarks upon their bearing on the organisation of the legal Profession. The proposal is to establish a common system of education for the Bar and for attorneys, which is to be under the care of a legal university. The superintendence of the education of students for the Bar is thus to be taken out of the hands of the Inns of Court. On the other hand, the administration of the discipline of the Profession is to be vested in an elective council of discipline and the Benchers of the Inns of Court are also to be elected as vacancies in their number occur. These vacancies will coincide in point of time with provisions contained in the Judicature Act, the effect of which will be to make many important steps in the direction of calling into existence a number of local Bars, and so diminishing the influence and importance of the Bar which is at present for all practical purposes centralised in London. The general tendency of these measures will be, and is no doubt intended to be, to

abolish the distinction between barristers and attorneys, and to make the profession of a barrister hereafter as local as the profession of an attorney is at present.

It seems to us that to do this would be neither more nor less than to break up wantonly, and from no better reason than a restless love of change, one of the most important and characteristic of the English Professions—a profession which, under all sorts of circumstances, and for a succession of centuries, has deserved well of the country if any profession ever did so, and which in the present day is far less open to any well-founded objection than it ever was before.

The ground on which the existing distinction between barristers and attorneys may be justified is that the division of labour is natural, and that the functions of the two classes of men are essentially different, requiring talents and knowledge of an entirely different kind. The difference is obvious. Perhaps nineteen-twentieths or more of an attorney's time is occupied with affairs in which he has no occasion to know more law than every one who knows any law at all can carry in his head. The most eminent attorneys neither know, nor profess to know, more than the broad general rules which apply to ninety-nine cases out of a hundred. Far less probably that 1 per cent. of the cases which come before them do not fall under these general rules and require the opinion of a person who has specially directed his mind to the theory of the law. No one who knows the elements of the subject will look upon this observation as being in any degree disrespectful to attorneys. The fact is that, though an attorney's duties do not require the knowledge of legal principles which is necessary for the discharge of one part of a barrister's duties, or the ready dexterity, the peculiar kind of courage, and the eloquence which is essential to successful advocacy, it is impossible to exaggerate the demands which they make upon his knowledge of the world, of human nature, of the course of business, or upon his prudence, judgment, and resolution. In nearly all the affairs of life the legal rights of the parties concerned are clear enough, at all events in their general outline; and the great question is how and for what objects they will employ them. An attorney has to do with matters of this class. He directs, for instance, and, so to speak, presides over the whole of an elaborate negotiation which ends in a deed of family arrangement, or in the dissolution of a partnership upon terms, or in the compromise of a dispute between landlord and tenant. Such a transaction may from first to last be governed by legal considerations, and yet no question of law may arise in it which could not be solved straight out of Blackstone. An attorney, in short, is a sort of private diplomatist. He knows law as the diplomatist knows the institutions of the country to which he is accredited—that is to say, he knows its general features and broad outline, but he does not make it the special object of minute study.

Much the same principle applies to the distinction between the relation of the two branches of the Profession to advocacy. To prepare a case for a court of justice, to examine masses of papers in order to choose what is important, to see witnesses, to take their proofs, to discover by all sorts of expedients how the matter really lies and who knows about it, is one thing. To handle a case properly when it is so prepared, to appreciate its strong and weak points, to make speeches and examine witnesses, or to abstain from calling them, is another thing; and the qualities which enable a man to do the one well not unfrequently disqualify him from doing the other. In a word, the division of labour between barristers and attorneys is not only natural, but it is so natural and so obvious that it invariably reproduces itself wherever there are lawyers enough to make it possible. In the great American cities a lawyer's firm almost always has a member who does what we should call barrister's work, and a member or members who do the attorney's work.

It may be said, if this be so, what need is there for an artificial distinction between two pursuits which will distinguish themselves as naturally as the callings of a consulting surgeon and a general practitioner? This remark would be entitled to considerable weight if the proposal was to establish a distinction which does not exist; but it has none at all when the proposal is to destroy a distinction which has existed for many centuries. But apart from this generality it is easy to show that the maintenance of the distinction is a matter of great importance to the public. It furnishes a strong security against abuses of legal knowledge and power which might be most serious evils. No person in the world occupies a position of more perfect independence than a barrister of high reputation. He is not, and by the nature of the case he cannot be, dependent on any one person or on any small number of persons. On the other hand, no person is subject to such severe professional sanctions. He is one of a small number of persons. He is well known to the courts before which and to the persons with and against whom

he practises. Great prizes, both professional and political, are open to him; and a professional character above all reproach is absolutely indispensable to his attaining them. For all these and some other obvious reasons, no one is or will can be in a position to call upon him to do that which his sense of professional duty tells him not to do. This acts all through litigation. In important cases it is necessary to be represented by eminent counsel, and it is impossible to take steps which men in that position will not avow and be responsible for.

Let us suppose that, instead of occupying the position which they actually hold, the leading members of the Bar were heads of firms, and derived their income not from fees paid for specific services, but from charges made for the transaction of all that mass of business which a legal firm has to conduct. Is it not obvious that a man would do infinitely more for his client, and think infinitely less about his professional duties, if he knew that his client was not merely paying him through a third person a specific fee for a specific piece of work, but was one of the main props of his firm, paying him perhaps thousands of pounds annually for every description of service, and giving him various collateral advantages? If great speculators, financial agents, or directors and chairmen of companies were able not merely to obtain the assistance and advice of the ablest counsel in England, but to keep them in their pay, and to a large extent dependent upon them for their income, justice would be administered among us in a very different spirit from that in which it is administered at present. If any one doubts this, let him rake among the worst scandals which disgraced New York a few years ago, and he will learn that the danger is not an imaginary one.

If, however, the distinction between the two branches of the Profession is to be maintained, it would appear that the discipline and education of the members of those branches ought also to continue to be separate; and if this is conceded, it appears to us that a strong case of practical inconvenience ought to be made out before the existing state of things is radically altered. It can hardly be said of the Benchers of the Inns of Court that they have shown themselves incompetent to administer the small amount of discipline which is necessary in order to keep up the tone of such a profession as the one over which they preside, or that they have been unable to deal with gross scandals in the rare cases in which they have presented themselves. That they have done very little for legal education must be admitted; but the real reason of this, as we have already pointed out, is that the students educate themselves as well as the anomalous state of the law itself permits. Something they have done, and we are disposed to think they might as well employ whatever surplus revenues they have in the same manner; but the real advantage of doing so would be rather that they would thereby avert from themselves unpopularity, and perhaps extinction, than that they would confer any benefit on the public.

The following letter has been addressed by "An Attorney" to the editor of the *Pall Mall Gazette*, in reply to the above:—

"It requires but a limited perception to divine that the writer of the article which appeared in your issue of the 5th inst., under the above title, is a member of the legal profession, and further, that he belongs not to that branch of it whose acquirements in the study of law he damns with such excessively faint praise, but to that other branch on behalf of which he would advocate the continuance of a system which, I venture to say, is without parallel in its incidents, and—what is more to the point, in so far as the general public is concerned—is most injurious to suitors. I confine myself in dealing with the writer's observations to that portion of your article in which a distinction is attempted to be drawn between the relative legal attainments of the two branches of the Profession. The writer lays it down as a broad proposition that nineteen-twentieths or more of an attorney's time is occupied with affairs in which he has no occasion to know more law than everyone who knows any law at all can carry in his head." And he then, waxing bolder as it were in his progress, proceeds to state that the most eminent attorneys neither know, nor profess to know, more than the broad general rules which apply to ninety-nine cases out of a hundred. Not quite satisfied with this statement as to the arithmetical proportions of an attorney's knowledge of law, and of the cases in which he is called upon to exercise it, he then goes further still, and affirms that far less than 1 per cent. of the cases which come before attorneys do not fall under these general rules. In the course of nearly thirty years of active business as an attorney in the City of London I have had an occasion to learn many things, but I have yet to learn that there is an elysium for myself and my brethren—such as the writer of your article points to—in which, armed with certain broad general



rules which anybody who knows any law at all can carry in his head, we may dispose of ninety-nine cases out of a hundred without specially directing our minds to the theory of the law. Taking the case of the metropolis, and more particularly of its special centre of commercial enterprise, the City of London properly so called, I affirm without hesitation that the propositions of the writer of the article in question as to the compass of an attorney's acquirements, and of his need of using them, will not bear serious discussion. It is perfectly true that the attorney's knowledge of law in the abstract is not so precise as that of a member of the other branch of the profession; and for this most simple of all reasons—that the barrister is essentially and distinctly a specialist in the most exclusive sense of the word; whereas the attorney is called upon to acquire a knowledge of every branch of the law, a knowledge which for that reason is, as to each particular branch almost necessarily more limited than that of the specialist in that branch. The client does not, before consulting his attorney pause to consider whether he is specially versed in the principles of equity, of common law, of conveyancing, of bankruptcy, or of criminal law. He goes to him whenever he requires skilled legal assistance, and without reference to the nature of the case. But with the other branch of the Profession all this is totally different. Each member of it is (with a very few exceptions) limited to all intents and purposes to one particular branch—nay, in the common parlance of the Profession, it is usual to describe a member of the Bar as a common law counsel, an equity counsel, and so forth. Does it in the least follow from this state of circumstances, that, because the barrister is a specialist and the attorney is a generalist, the legal attainments of the latter, taken as a whole, are necessarily so meagre as the writer of your article would imply? I venture to say that it most assuredly does not—and further, that the direct contrary is the indisputable fact. In cases of gravity, and which allow of time for consideration, it is customary for the attorney to fortify himself with the assistance of the opinion of a barrister—and to derive from it very great and valuable assistance too; but in countless cases the circumstances are such that the attorney is called upon almost at a moment's notice to apply his knowledge of law to an intricate state of facts, and to give his advice upon questions involving perhaps thousands of pounds, unaided, and with a legal responsibility from which the member of the more fortunate branch of his Profession is absolutely exempt. And attorneys in large practice do this, day after day, with no other assistance than their knowledge of the particular branch or branches of law called into requirement by the case, refreshed by reference to their libraries of text books and reports of cases, which in many instances are no whit inferior to those of members of the Bar. Into the conclusions expressed by the writer upon the question whether or not a change in the present organisation of the Profession is or is not desirable, your space, on which I have already trespassed at too great length, will not allow me to enter."

LAW SOCIETIES.

SOCIAL SCIENCE ASSOCIATION.

CRIMINAL LAW AMENDMENT.

At the meeting on Monday night of the Social Science Association, at their rooms in Adam-street, Adelphi (the Hon. Sir Walter Crofton, C.B., in the chair), Mr. Rupert Kettle read a paper on "Suggestions for Diminishing the Number of Imprisonments."

The hon. chairman observed that the subject, having reference to police supervision, was of considerable importance to the public, and of special interest to the society, because for many years it fought a hard battle in order to secure police supervision, and it was not until 1864 that they had succeeded with the Legislature in getting the principle admitted. From a recent report issued by the Chief Commissioner of Police, it, however, appeared that in the metropolitan districts the principle was not quite satisfactory.

Mr. Kettle, in commencing his subject, thought that the growing interest in the means of suppressing crime fully justified him in again pointing out what he considered to be grave errors in the indiscriminate use of imprisonment. At present there was a general impression in the public mind that imprisonment as a punishment had been found insufficient to suppress crimes of violence, and it appeared from the answers returned by courts of petty sessions to the circular to the Home Secretary, that there was a strong tendency of opinion in favour of again resorting to corporal punishment. The fear of bodily pain, or of rigorous discipline were not the only means by which the dread of gaol should be kept active in the minds of the lawless. A sense of personal

degradation and shame, the loss of character and position, would in most cases, and before offenders became hardened, have a greater and more immediate preventative influence than the indefinite fear of what might happen inside a gaol. To keep moral repugnance to imprisonment as active and sensitive as possible should be one of the primary objects of criminal law administration. A national example of the deadening of the sense of shame by communion of degradation was seen under the old poor law, when, in whole districts, pauperism was willingly incorporated with the ordinary life of the English labourer; and another sad illustration of the degradation of morals when wrong had become so common that people passed over it lightly was afforded by the working of the bankruptcy laws. Some men now felt as little disgraced by "going through the court" as the day labourer of the last generation did by "going into the house." Mr. Kettle contended that, at present, the excessive number of persons incarcerated weakened the external moral influence of the form of punishment. Another deterioration of the restraining influence of gaol arose from inflicting imprisonment for trifling offences. For gaol to have its full repellant power, the whole force of public opinion should go with its use. There had been grave errors both in limiting imprisonment to the smallest numbers, and in inflicting it upon actual criminals only. It is true that imprisonment for debt had been abolished. A judgment debtor could not now be sent to gaol at the instance of his creditor unless he was proved, by legal evidence before a judge, to have been guilty, after the judgment, of fraudulent misconduct. What was called the "sheriff's gaol" had been abolished—there was now no "side" in county gaols for civil prisoners. On the other hand there was increased imprisonment in almost every direction. There was scarcely an act of misconduct or breach of social order that was not at the present time, directly or indirectly, punishable by imprisonment. Besides the vexed questions of breaches of civil contract under the Master and Servant Act, the exise and custom laws, the game laws, and the ordinary penal laws, by which person and property were protected; there were numerous special Acts passed to enforce all kinds of duties, and check all kinds of misconduct, by fine and alternative imprisonment. Not only was that done session after session by direct legislation, but every town council and village board of health, railway, dock, gas or water company, could, subject in some cases to the approval of the Home Secretary, and to that of the chairman of quarter sessions in others, enforce strangely miscellaneous codes of bye-laws by the ultimatum of gaol. The author then gave some authentic figures referring to his own county (Staffordshire) as to the excessive number of committals, showing, as he urged, such an indiscriminate use of imprisonment which so increased the number who suffered it as to dilute the deterrent sentiment which its infliction was intended to create amongst the vicious outside. He also said that the figures showed such an extensive use of the common gaol for other purposes than the punishment of what were properly called crimes, as further to diminish in the minds of the ignorant the proper sense of the shame and degradation of imprisonment. Any remedy, however, for the evil of multitudinous imprisonments should be such as would not weaken the hands of the executive. Holding habitual criminals under police supervision was of such recent introduction that it might still be regarded as an experiment, and Mr. Kettle thought that to test the system fairly its application should be extended to others than habitual criminals, such extension to be accompanied by the additional safeguard of bail. He could see the advantage which would result from such a revision of the criminal law, as would separate by a clearer line than that used at present what were properly called crimes from mere acts of personal misconduct. The author then proceeded to touch upon certain remedial suggestions in three classes of cases: 1. Imprisonment for nonpayment of fines and costs; 2. Imprisonment for first offences, where securities for good behaviour could be procured; and 3. Juvenile offenders. A fine, accompanied by the alternative of imprisonment was in theory a dead end upon the person, and practically it was nothing more than a judgment debt of the crown. It was a mulct imposed by the State for a breach of public law. Being practically a crown debt it should be recovered as were other crown debts, by levy on the goods of the debtor; and should have priority over all other debts, rent included. The next large item in the number of imprisonments was for nonpayment of costs upon convictions at petty sessions. It frequently happened that the costs were ten times as much as the fines; and frequently, unless the clerk—as he often did—not only gave up his own fees, but actually submitted to the loss of payments out of pocket, the condemned would have to go to gaol. Mr. Kettle suggested that the payment of clerks of

petty sessions by salary instead of fees should be made compulsory, dealing equitably with existing interests, instead of leaving that arrangement as at present to the discretion of quarter sessions in counties and the justices in boroughs. The public officer would then be paid for the discharge of his official duties out of public funds, and the Treasury would be recouped by adding the costs to the fine debt. Authority might be given to courts of petty sessions to carry out such suggestions by extending the provisions of the Small Penalties Act 1865 (23 & 29 Vict. c. 127), so as to give justices power to order the amount of fine, with costs added to be paid at a time to be fixed, or, in certain cases, by instalments, and in default to be levied as a Crown debt—of course retaining priority over other creditors. He would go further, and give justices power in such cases to accept sureties, and to levy upon such sureties when the principal made default. The speaker then treated at some length of cases of imprisonment for first offences where securities for good behaviour could be procured. He gave a number of illustrative cases, from which he said, it might fairly be presumed that a large proportion of those convicted persons might have been more satisfactorily dealt with, having regard both to their own reformation and the security of the public, without imprisonment. Results justified the assumption that it was advice, sympathy, encouragement, and pardon which influenced some people for good rather than the less generous assumption that they each and all required punishment as a preliminary to reformation. Instead of sending adults to gaol upon a first conviction, he would extend the provisions of the Habitual Criminal Act. By that statute the judge might, upon a conviction for felony, after a previous conviction of felony, in addition to any other sentence he might pass, order the convict to be kept, upon his release, under police supervision of any period not exceeding seven years. If no such order was made, then by the provisions of the statute the convict would be placed under the supervision of the full term provided by the statute. Mr. Kettle could see no reason why such a practical mode of bringing compulsion to bear upon criminals, and thereby repressing crime, should be reserved until the propensity to commit crimes had become habitual. In cases where discharged prisoners yielded to persuasion, found work, and made a fresh and hopeful start, and also in cases where they had been received back to their former home and occupation, it would have been at least as safe to set free, subject to police supervision, such of them as might have been guilty for the first time, as to liberate old offenders under such supervision. In the former cases the additional security of bail for future good conduct could be obtained. When bail for good conduct could be found, whether in cases of convictions for petty theft, assault, trespass, or exceptional drunkenness, it was possible always to secure a supervisor who had a direct pecuniary interest in his work, and who would probably be as vigilant as the policeman. Such a plan, the author was aware, could not be carried out without repealing sect. 2 of the 16 & 17 Vict. c. 30, and giving to courts of petty sessions power to estreat recognisances and to levy executions in the nature of *distingas*. As to the former, it was desirable that such jurisdiction should be conferred upon those courts. At present the expense and delay of going to Quarter Sessions for an estreat made the petty sessions recognisance practically a nullity. On the subject of juvenile offenders Mr. Kettle said that he never could believe that the common gaol was a proper place for children, although they went to school inside it. If they were really benefited by a residence in gaol it was from what they learned, and not from what they suffered there. In nine cases out of ten it was the neglect of the parent which was the primary cause of the child's delinquency, and, therefore, proper and direct remedies should be applied to the cause. Instead of putting the State *in loco parentis*, for the purpose of relieving a father from the parental duty of guiding, controlling, and, when necessary, chastising his own child, compulsion upon the negligent parent should be used. The efficacy of such a remedy in the case of naughty children was obvious. The parent should first be induced by pecuniary guarantees to be more vigilant in the discharge of parental duty. In that, where the compulsory clauses of the Education Act were in force, the School Board would give him all the help he could reasonably require. If he refused voluntarily to accept his natural responsibility, and to pledge himself by the ordinary sureties to do his duty, as a last resource the little delinquent should be committed, not to the common gaol, but to an industrial training school. When the purposes of the 28th section of the "Elementary Education Act 1870," were properly carried out, the warrant of commitment should be directed to the clerk of the School Board, and not to the governor of the gaol. In either case payment of the bare cost of the child's maintenance should be rigorously enforced upon the neglectful parent. In conclusion

the author said that such changes of importance should be initiated cautiously and tentatively. In the first instance, magistrates should have authority to exercise judicial discretion in adopting the new practice, and that in certain well defined cases only; and if the new system worked well it could be extended as justified by experience. He submitted that by amending the criminal law as he proposed that numbers of imprisonments would be reduced, and by greatly increasing the relative severity of that punishment it would be made more effective as a means of repressing crime.

The discussion which then ensued was opened by

Mr. Safford, who, having expressed a slight difference of opinion with regard to the issuing of distress warrants, stating that he quite agreed with Mr. Kettle as to the injurious effect of sending children to prison for such offences as sliding in the streets, playing at tip-cat, or letting off fireworks, because of the non-payment of fines which were enforced for those acts. Comparatively speaking, imprisonment had no deterrent effect upon juveniles. In the majority of cases that punishment did them more harm than good.

Mr. Frederick Hill (late inspector of prisons in Scotland) said that with regard to the schemes laid down in the paper, it afforded him peculiar gratification, because it went to confirm principles which in his former capacity of inspector of prisons he had many years ago laid before the public. He early became convinced that the prisons of the country were used far too frequently. (Hear, hear.) There were two mistakes which were now made: there were a very great number of persons sent to prison who ought never to go, and there were many let out from prison who ought to be detained there considerably longer than they were. The view which he took was that imprisonment should only be resorted to when other securities of good conduct had failed; such securities as might be obtained in the shape of a penalty paid down or a security entered into. It was well known to many who were familiar with the administration of criminal law that the speaker's brother, when Recorder of Birmingham, adopted a course even milder than that referred to in the paper. He frequently inquired, especially in the case of young offenders—and the police knew that such inquiry would be made—whether the former employer of the young culprit was willing to give him another trial and take him back; and in very many cases the employers were willing to do so, and in all those cases a mere nominal punishment was awarded. That course was found to be very successful. A great majority of persons who were sent to prison ought never to have crossed its threshold. When all other means had failed imprisonment should be resorted to, and it should not then be employed by the giving of a trumpery sentence of ten or twenty days. It should be of such a period, and in such cases, as it was evident that a long system of prison discipline would be likely to effect a cure. (Hear, hear.) The number of inmates of prisons ought to be reduced to something like one-tenth of what it was at present. He then referred to the difference of the administration of criminal law in England and Scotland, and spoke greatly in favour of the system as carried out in the latter country. There it was the duty of a public prosecutor and his assistants to defray the cost, whatever it might be, attending a prosecution, and not to come upon the culprit for the money after he had received his sentence. Mr. Hill hoped that the coming session would give to this country a system of public prosecution which would do away with many of the evils now existing with regard to the criminal law. It was perfectly true that in Scotland prosecutors were paid by fees, but those fees did not come out of the pockets of the culprits, but out of the public exchequer. But the whole system of fees was pernicious. The speaker said that he was the first to propose the abolition of fees in Scotland, and although he did not witness that consummation before he left the country, he had great pleasure in hearing that it was soon after put an end to. He would like to see the whole fee system broken up, and to witness the selection of persons to the duty who were not dependent upon the miserable motive of getting a few additional guineas to set them at work. The question of fees acted in a two-fold way, whilst it was an incentive for persons holding the office, it was a deterrent on those who held superior positions, as they were not ready to undertake a prosecution, lest it should be thought that they did it from a pecuniary motive.

Mr. James Adams spoke with reference to juvenile offenders.

Col. Deean urged that instead of imprisonment some other punishment should be adopted. Although of late years it was decreasing in amount, yet the law had been altered in such a manner as to inflict imprisonment on far larger numbers. In this large metropolis it was impossible for the police to keep an accurate supervision over the criminal community. One way of

putting an end to crime was to lock up those persons who at a certain age displayed decided criminal tendencies. He then spoke strongly against sending children to prison, and urged that they should be sent to some place where educational benefits might be afforded them.

Mr. Easton having spoken,

Mr. Mowatt said that he thought it might be possible to assess the fines inflicted, having regard to the position of the offender to assess the fine according to the earnings of the offender.

Other speakers having addressed the meeting, Mr. Rupert Kettle made a brief reply, and both that gentleman and the chairman received the thanks of the meeting before it separated.

LAW STUDENTS' DEBATING SOCIETY.

At the weekly meeting of this society, held on Tuesday last at the Law Institution, there was a very fair attendance of members. Mr. Alexander M. Phillips was elected a member of the society. The question for discussion was No. 550 legal, "was the prisoner in the case of *Reg. v. Middleton* guilty of larceny?" The debate was opened by Mr. Todd in the affirmative, and continued by Mr. Cridge, Mr. F. G. Green, Mr. Rendell, and other gentlemen. The president (Mr. Indermaur) having summed up, the question was put to the society, and carried in the affirmative by a majority of six votes.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, on Wednesday, the 13th Jan. 1875. Mr. F. J. Baker in the chair. Mr. H. T. Round, LL.B., opened the subject for the evening's debate, viz.: That solicitors should be permitted to conduct cases before the judges of the Superior Courts with or without the assistance of counsel. The motion was carried by a majority of one.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the Board of Directors of this Association took place at the Law Institution, London, on Wednesday, the 13th inst., Mr. F. F. Veley in the chair, the other directors present being Messrs. Brook, Hedger, Styan, Torr, and Williamson, (Mr. Eiffe, secretary). A sum of £125 was distributed in grants of assistance to the widows and families of six deceased solicitors, three new members were admitted to the association, and other general business transacted.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

JUDGE READ.

THE Hon. John Meredith Read, LL.D., Chief Justice of Pennsylvania, who died on the 25th Nov. last, was the head and representative of a rather distinguished branch of the family of Read or Reade, Barons, formerly of Shipton Court, Oxfordshire, being the great-grandson of John Read, Esq., the son of an Irish gentleman of property, who, becoming one of the earliest settlers in America, purchased from his fellow-countryman, Lord Baltimore, a manorial tract of land in the province of Maryland. He was the great-grandson of the Hon. George Read, who, having been Attorney-General, became one of the fathers and founders of the American Republic, and indeed was one of the six individuals who signed the Declaration of Independence. Judge Read, who was born towards the end of the last century, was the son of the Hon. John Read, an eminent lawyer at Philadelphia, his mother was Martha, eldest daughter of Samuel Meredith, Brigadier-General and member of Congress, and an intimate friend of George Washington. He was educated at one of the American Colleges, and called in due course to the Bar, at which he practised with much success. He rose gradually to become a judge, and eventually Chief Justice of Pennsylvania; he was known far and wide, however, as one of the most eminent jurists that America has ever produced, and was more than once prominently named as one of the most probable and eligible candidates for the Presidency of the United States. The late judge was twice married; first, to Priscilla, daughter of the Hon. J. Marshall, by whom he had a daughter Emily, married to William Henry Hyde, Esq., and now deceased; and also a son, General John Meredith Read, M.A., LL.B., F.S.A., &c., Resident Minister for the United States at the Court of Athens, and formerly Consul-General of the United States for France at Paris; a man distinguished alike for his public services and his great literary acquirements. The Chief Justice married, secondly, Amelia, sister of the Hon. John B. Thompson.

PROMOTIONS AND APPOINTMENTS.

THE Lord Chief Justice of the Court of Common Pleas has appointed Mr. John Goldsmith Atkinson, of Norwich, solicitor, a perpetual commissioner for taking acknowledgments of deeds by married women, in and for the county of Norfolk and the city of Norwich.

IRISH LAW APPOINTMENTS.—Lord Chancellor Ball has continued Mr. Arnold Lawson and Mr. Clifford Lloyd, who had been appointed to the offices of purse bearer and train bearer by the Commissioners of the Great Seal, in their office. In consequence of the lamented death of Mr. William Napier, who had been designated for the office of secretary, the duties of which he had, under the commissioners, discharged with remarkable ability, Mr. Robert Arbuthnot Holmes, an officer of the Court of Probate, has been appointed official secretary. Mr. Alexander Hamilton, barrister-at-law, is the private secretary.

THE COURTS AND COURT PAPERS.

CHANCERY FUNDS CONSOLIDATED RULES, 1874.

UNDER THE COURT OF CHANCERY (FUNDS) ACT 1872 (35 & 36 Vict. c. 44). Issued 22nd Dec. 1874.

(Continued from page 185.)

V.—PAYMENT OF MONEY, AND SALE, TRANSFER, OR DELIVERY OF SECURITIES, OUT OF COURT.—CONVERSION OF GOVERNMENT SECURITIES.—APPLICATION OF DIVIDENDS AND INTEREST.

36. SUBJECT to Rules 46, 47, 48, 49, 62, 65, and 66, securities in court shall not be sold, transferred, or delivered out, and money in court shall not be paid out or invested in securities, and money or securities in court shall not be carried over, and a certificate shall not be issued for the sale, transfer, or delivery of securities in court, unless in pursuance of an order, or in the case of an investment of money or application of dividends, of a direction contained in a certificate of a master in lunacy as authorised by the Lunacy Regulation Act, 1853, or by any general orders made thereunder. (Original Rule 17 amended.)

37. When an order, or a certificate of a master in lunacy, directs the carrying over of money or securities in court, or the investment, or placing on deposit (subject to Rule 71), or payment out, of money in court, or of dividends to accrue on securities in court, the Chancery Paymaster may defer giving effect to such direction until a request in writing to give effect thereto has been left at the Chancery Pay Office, but it shall be the duty of the solicitor for the person having the carriage of such order or certificate to leave it and such request at the Chancery Pay Office without unnecessary delay.—(Original Rule 23 amended.)

38. When money in court is to be paid out (except in the cases provided for by Rules 41, 57, and 58, and by the 4th and 5th of the General Orders in Lunacy of 10th January, 1870), the Chancery Paymaster shall cause a cheque or other sufficient authority or direction for the payment of the same to be issued. Such cheque or authority or direction for payment, shall state the title of the cause or matter in the books at the Chancery Pay Office to which the money paid is to be debited, the date of the order or other authority in pursuance of which, and the name of the person to whom the payment is to be made, or so much of the particulars of such payment as the Chancery Paymaster may deem necessary; and such cheque or authority or direction, duly endorsed by the payee named therein or his lawful attorney, or an acknowledgment of receipt signed by such payee or his attorney, shall be a good discharge to the Chancery Paymaster for the amount therein mentioned.—(Original Rule 18 amended.)

39. Money in court periodically payable at the commencement of the Chancery Funds Rules, 1872, shall continue to be payable by the Chancery Paymaster in pursuance and on the authority of the entries of the cheques for periodical payments in the receipt books in the Accountant General's office, or of such other documents as the Accountant General had been accustomed to use in the preparation of such cheques, without the production of the orders and other documents in pursuance whereof such payments are made, being necessary.—(Original Rule 19 amended.)

40. Cheques which before the commencement of the Chancery Funds Rules, 1872, had been signed by the late Accountant General or by any of his predecessors, but have not been paid at the commencement of these rules, shall be a sufficient authority to the Chancery Paymaster to cause payments to be made to the same persons and of the same amounts as are named in such cheques, without the production of the orders or other

documents in pursuance whereof such cheques were so signed, being necessary.—(Original Rule 20 amended.)

41. When money in court is payable to the Receiver General of Inland Revenue (in any case not provided for by Rule 57), the National Debt Commissioners, the Ecclesiastical Commissioners for England, the official trustees of charitable funds, the official liquidator of any company, or any other official persons for whom an account is kept at the bank, the order shall direct the amount so payable to be transferred, upon the requisition of the official persons to whom it is due, to the proper account (citing it) at the bank of such official persons. And the Chancery Paymaster shall, upon receiving such requisition, direct the bank to write off from the Chancery Pay Office account the amount so payable, and to place it to the account at the bank mentioned in such order, and shall debit therewith the proper account in the books at the Chancery Pay Office.—(Original Rule 21 amended.)

42. Every certificate for the sale, transfer, or delivery of securities in court shall express the exact amount of money to be raised by sale, or the exact amount and description of securities to be sold, transferred, or delivered out; and no such certificate shall be issued by a master in lunacy, except on the production of an office copy of the report of a master in lunacy confirmed by fiat; nor by the Registrar in Lunacy, except on the production of an office copy of the order in lunacy; nor by a registrar of the court, except on the production of the original order, or an office copy thereof, if the absence of the original order shall be accounted for to the satisfaction of such registrar.—(Original Rule 29.)

43. When securities in court are to be sold, and a registrar of the court, or a master or registrar in lunacy, has issued a certificate authorising the sale, the Chancery Paymaster shall issue a direction to the bank to receive the proceeds of such sale, and to place them to the Chancery Pay Office account, and shall specify in such direction the title of the cause or matter to the credit of which such proceeds are to be placed in the books at the Chancery Pay Office, and such title shall be the title of the cause or matter to the credit of which the securities were standing at the time of such sale, and the bank, or body corporate, or company in whose books, or with whom the securities to be sold are standing or deposited shall, upon the production of the receipt from the bank for the proceeds of the sale, and of the certificate of a registrar of the court, or a master or registrar in lunacy, authorising such sale, countersigned by the Chancery Paymaster, cause the transfer or delivery of the securities necessary to complete the sale to be made by their proper officer.—(Original Rule 25 amended.)

44. When a specific amount of Government securities in court, consisting of either Consolidated Three per Cent. Annuities, or Reduced Three per Cent. Annuities, or New Three per Cent. Annuities, of not less than £1000, is required to be realised, the order, instead of directing a sale of such securities, shall direct the same to be converted into cash unless the court on pronouncing such order otherwise directs; and a registrar of the court, or a master or registrar in lunacy shall issue a certificate for the transfer of such securities to the account of the National Debt Commissioners, on behalf of the Court of Chancery, as provided in Rule 84.—(Original Rule 28 amended.)

45. When securities in court are to be transferred or delivered out, and a registrar of the court, or a master or registrar in lunacy, has issued a certificate authorising such transfer or delivery, the Chancery Paymasters shall issue a direction for such transfer or delivery, and specify in such direction the title of the cause or matter to the credit of which such securities are standing in the books at the Chancery Pay Office, and the amount and description of the securities to be transferred or delivered, and the name of the person to whom the transfer or delivery is to be made; and upon the receipt of such direction, and of the certificate of a registrar of the court, or a master or registrar in lunacy, authorising such transfer or delivery, countersigned by the Chancery Paymaster, the bank, or body corporate, or company, in whose books, or with whom, such securities shall be standing or deposited, shall cause such transfer or delivery to be made by their proper officer, and shall send such direction to the Chancery Pay Office, with a certificate thereon, that the transfer or delivery therein mentioned has been made to the person named therein.—(Original Rule 26 amended.)

46. When securities in court are directed to be transferred or delivered out, dividends accruing thereon subsequently to the date of the order directing the transfer or delivery (when the amount of the securities to be transferred or delivered is specified in such order, or if not so specified then subsequently to the time when the amount of such securities shall be ascertained), shall be paid to the persons to whom the securities

are to be transferred or delivered, unless such order otherwise directs. When securities in court are directed to be realised, and the whole of the proceeds paid out or carried over in one sum, or in aliquot or proportionate parts (except when the realisation is to raise a specific sum of money), any dividends accruing on such securities subsequent to the date of the order directing the realisation (if the amount of such securities is specified in the order, or if not so specified, then subsequently to the time when such amount shall be ascertained), shall be added to such proceeds, and applied in like manner therewith, unless such order otherwise directs.—(Original Rule 27 amended.)

47. When under an order directing the transfer or delivery of securities, dividends accruing thereon would be payable to the persons to whom such securities are directed to be transferred or delivered, and pursuant to a general or other previous order such dividends have been invested, the securities purchased with such dividends shall, unless otherwise directed, be transferred or delivered, and any dividends accrued in respect thereof shall be paid to such persons.—(Part of original Rule 27 amended.)

48. In every case (other than that provided for by the last preceding rule), when by an order dividends are directed to be dealt with so that the same ought not to be invested, and subsequently to the date of such order such dividends or any part thereof shall have been invested, the securities purchased with such dividends shall, unless otherwise directed, be sold, and the proceeds of such sale and any dividends accrued in respect of such securities shall be applied in the same manner as the dividends so invested would have been applied under such order, if they had not been so invested.—(General Order, 25th Feb., 1868, amended.)

49. In the cases provided for by the last two preceding rules, the registrars of the court, and the masters and registrar in lunacy, may, upon production to them of a certificate of such investment as therein mentioned, issue certificates for transfer, delivery, or sale, according to the provisions of the said rules.—(Part of original Rule 27 amended.)

50. When subsequently to the date of an order dealing with money in court such money shall have been placed on deposit, or when dividends accruing subsequently to the date of an order under which such dividends are applicable shall have been placed on deposit, the same when withdrawn from deposit, and any interest credited in respect thereof, shall, unless the order otherwise directs, be applied in the same manner as such money or dividends would have been applied had the same not been so placed on deposit.

51. When an order directs money in court to be invested, and subsequently to the date of such order the money shall have been placed on deposit, interest accruing in respect of such money shall be applied in the same manner as the dividends arising from such investment are directed to be applied.—(Original Rule 47 amended.)

52. When money in court is directed to be paid, or securities in court are directed to be transferred or delivered, to a woman who is not married at the date of the order, and such woman shall marry before payment of such money, or transfer or delivery of such securities, such money, if it does not in the whole exceed £200 of principal money, or £10 in annual payments, or such securities if they, or the aggregate of such securities and money, do not exceed in value £200 sterling, may be paid, transferred, or delivered to such woman and her husband, upon proof of the marriage, and upon an affidavit of such woman and her husband that no settlement or agreement for a settlement whatsoever has been made or entered into, before, upon, or since their marriage, or in case any such settlement or agreement for a settlement has been made or entered into, then upon an affidavit of such woman and her husband identifying such settlement or agreement for a settlement, and stating that no other settlement or agreement for a settlement has been made or entered into as aforesaid, and an affidavit of the solicitor of such woman and her husband that such solicitor has carefully perused such settlement or agreement for a settlement, and that, according to the best of his judgment, such money or securities are not, nor is any part thereof, subject to the trusts of such settlement or agreement for a settlement, or in any manner comprised therein or affected thereby; and upon proof of the marriage and production of such affidavits, the registrar may issue a certificate authorising the transfer or delivery of such securities to such woman and her husband.—(Cons. Order 1, Rules 1, 2, and 3.)

53. When a person to whom payment of money in court or transfer or delivery of securities in court is directed shall appear to be entitled thereto as real estate, or as trustee, executor, or administrator, or otherwise than in his own right or for his own use, the fact that he is entitled to the same as real estate, or the character in which he is so entitled, shall be stated in the order or in the

certificate of a chief clerk, or of a taxing master, or of a master in lunacy.

And when money in court is payable, or securities in court are transferable or deliverable to any person named or described in an order, or in a certificate of a chief clerk, or of a taxing master, or of a master in lunacy (except to a person therein expressed to be entitled to such money or securities as real estate, or to be entitled thereto as a trustee, executor, or administrator, or otherwise than in his own right, or for his own use), such money or securities, or any portion thereof for the time being remaining unpaid or untransferred, or undelivered, may, unless the order otherwise directs, on proof of the death of such person, whether on or after the date of such order, be paid or transferred or delivered to the legal personal representatives of such deceased person, or to the survivors or survivor of them.

And when money in court is by an order directed to be paid to any persons described in an order or a certificate of a chief clerk, or of a taxing master, or of a master in lunacy, as co-partners, such money may be paid to any one or more of such co-partners.—(Original Rule 22 amended.)

54. When money in court is payable to any persons as co-partners, or when money in court is payable, or securities in court are transferable or deliverable to any persons as legal personal representatives, such money or securities, or any portion thereof for the time being remaining unpaid, untransferred, or undelivered, may, upon proof of the death of any of such co-partners or representatives, whether on or after the date of the order directing such payment, transfer, or delivery, be paid, transferred, or delivered to the survivors or survivor of them.—(Cons. Order 1, Rule 5.)

55. In the case of securities transferable or deliverable under either of the last two preceding rules, the registrar may, upon proof of the death of any of such representatives, issue a certificate authorising the transfer or delivery of such securities to such representatives, or to the survivors or survivor of them.—(Cons. Order 1, Rule 7.)

56. No money or securities shall, under Rules 53 and 54, be paid, transferred, or delivered out of court to the legal personal representatives of any person under any probate or letters of administration purporting to be granted at any time subsequent to the expiration of six years from the date of the order directing such payment, transfer, or delivery, or in case such money consists of interest or dividends from the date of the last receipt of such interest or dividends under such order.—(Cons. Order 1, Rules 8 and 9 amended.)

57. The Chancery Paymaster, before acting upon an order for the payment, transfer, or delivery of money or securities in respect of which legacy or succession duty is (under Rule 14) stated to be payable, shall require the production of the official receipt for such duty, or a certificate from the proper officer of the payment thereof. And for better security against the payment or transfer by the Chancery Paymaster of any money or securities chargeable with any such duty without the duty being first paid, the Chancery Paymaster, on receiving notice from the proper officer that the duty is payable, shall cause a memorandum to be made in his books in conformity with such notice. And when an order shall have been left at the Chancery Pay Office, for the purpose of giving effect to any direction for the transfer of such duty to the account of the Receiver-General of Inland Revenue at the bank, together with the requisition of the Commissioners of Inland Revenue for such transfer, and such other evidence as may be necessary for verifying the amount of such duty, the Chancery Paymaster shall direct the bank to transfer the amount of such duty to the said account, and shall debit such amount to the proper account in the books at the Chancery Pay Office.—(General Order, 10th Jan. 1870, amended.)

58. When costs are directed to be paid out of money in court, or out of the proceeds of securities in court, the taxing master shall certify the amount of the fees of taxation payable in respect of such costs, unless he shall certify that such fees are included in the costs as taxed. The Chancery Paymaster shall carry over the amount so certified to be payable from the account to which such money or proceeds are placed to a separate account in the books at the Chancery Pay Office for fees of taxation; and the amount so carried over shall from time to time, as the Treasury may direct, be paid to the account of Her Majesty's Exchequer.—(General Order, 10th Jan. 1870, Rules 2 and 3 amended.)

59. In acting on orders directing any annuity or maintenance to be paid, or any other periodical payments to be made, out of the dividends which have accrued since the 5th day of April 1871, or which may hereafter accrue on securities in court, or hereafter to be in court, and in respect of which dividends income tax shall have been deducted, the Chancery Paymaster shall draw only for so much of the sums directed by such orders respectively to be paid as shall remain after making a deduction therefrom at the same rate as the bank shall certify to have been deducted from such divi-

dends for income tax, except in cases in which such sums shall be directed to be paid without making any such deduction.—(General Order 1st May, 1871, amended.)

VI. INVESTMENT OF MONEY.

60. When money in court is, in pursuance of an order, to be invested in specified securities, the Chancery Paymaster shall direct the money to be paid to the broker conditionally upon his causing such securities to be transferred or deposited to the account of the Paymaster General for the time being on behalf of the Court of Chancery, and the cheque or authority or direction for payment of such money shall specify the title of the cause or matter, to the credit of which the securities purchased are to be placed in the books of the Chancery Pay Office.

The bank, or body corporate, or company, in whose books or with whom the transfer or deposit of such securities shall be made or registered, shall cause a certificate of such transfer or deposit to be issued; and such a certificate purporting to be issued by the bank, or body corporate, or company aforesaid, shall be sufficient evidence, for all purposes that such transfer or deposit as therein mentioned has been actually made; and the securities so transferred or deposited shall be placed in the books at the Chancery Pay Office to the same credit as that to which the said money was standing at the time of such investment, unless the order authorising such investment otherwise directs.—(Original Rule 24 amended.)

61. When an order directing the investment from time to time of dividends accruing on securities in court, or to be transferred into court, or directed to be purchased with money in court, or to be paid into court, is left at the Chancery Pay Office, together with a request for the purpose of having such direction for investment of dividends carried into effect, the Chancery Paymaster shall, without any further request, from time to time, until he shall receive a request or notice of an order to the contrary, invest such dividends, if amounting to or exceeding £40 half yearly, together with all accumulations of dividends thereon, as soon as conveniently may be after they shall accrue due and have been received, in the particular description of securities named in the order directing such investment.—(Cons. Order 1, Rule 12 amended.)

62. When money in court is by an order directed to be invested in exchequer bills or exchequer bonds, and when exchequer bills or exchequer bonds are, in pursuance of an order, deposited in court to the credit of any cause or matter, any principal money or interest which may thereafter be received and paid into the bank in respect of such bills or bonds, or of any such bills or bonds to be purchased with principal money or interest in pursuance of this rule, or in respect of any such bills or bonds for which the same may be exchanged, shall from time to time, as the same shall be so received and paid into the bank, be also invested by the Chancery Paymaster, without any further request, unless such order otherwise directs, or until he receives a request or notice of a further order to the contrary, in exchequer bills or exchequer bonds which shall be placed to the same credit.—(Cons. Order 2, Rule 13.)

63. When and so often as any exchequer bills or other securities now or hereafter to be deposited at the bank to the credit of the Chancery Pay Office account shall be in course of payment, the bank shall, without any direction from the Chancery Paymaster, cause all such bills or other securities so in course of payment to be delivered to one of the cashiers of the bank, who is to receive the interest due thereon, and in the case of exchequer bills to exchange the same for new bills, if new bills are issued, or otherwise to receive the principal money and interest due on such of the said bills so in course of payment as cannot be exchanged, and pay such interest or principal and interest (as the case may be) into, and deposit all such new bills in the bank to the Chancery Pay Office account.

And the bank is forthwith after every such exchange or receipt of principal or interest to certify to the Chancery Paymaster, without any direction from him for that purpose, the numbers, dates, and amounts of the exchequer bills so exchanged or paid off, and also the numbers, dates, and amounts of the new bills taken in exchange, and the amount of the interest, or principal money and interest (as the case may be) received on each bill or set of bills, and upon receiving such certificate the Chancery Paymaster shall place such new bills and such principal money and interest to the credit in the books at the Chancery Pay Office of the cause or matter to which the bills so exchanged or paid off were placed. (General Order of the 26th of August, 1828.)

64. A sum of money in court less than £40 shall not be invested in securities, except in the cases provided for by rules 65 and 66.

This rule shall extend to the investment of dividends accruing on securities in court which have been or may be directed or requested to be invested; and such dividends when amounting to

less than £40 half-yearly are (subject to rules 37, 65, 66, and 73) to be placed on deposit.—(Original Rule 38 amended.)

65. The dividends accruing on securities purchased as mentioned in the 11th rule of the 1st of the Consolidated Orders of the Court (abrogated by rule 3 of these rules), previously to the commencement of the Chancery Funds Rules, 1872, may, when or so soon as they amount to or exceed £10, be invested in like manner as the same would have been invested if the said 11th rule had not been abrogated.

A sum of money amounting to or exceeding £40 paid into court after the commencement of these rules, in pursuance of the Act of 36 Geo. 3, c. 52, s. 32, shall, upon a written request of the persons paying it in, or of his solicitor, or upon a written request made by or on behalf of a person claiming to be entitled thereto or interested therein, be invested (without an order) in Consolidated £3 per centum annuities; and the dividends accruing in respect thereof, when or so soon as they shall amount to or exceed £10, shall be from time to time invested in like annuities, if so requested either in the original request or in a subsequent request. And if such money shall have been placed on deposit before such request shall be left at the Chancery Pay Office, such money and any interest to be credited in respect thereof, if amounting to £40, shall, upon a like request, be withdrawn from deposit and invested as before mentioned.—(Original Rule 40 amended.)

66. Notwithstanding the abrogation of the 3rd rule of the 41st of the Consolidated Orders of the Court by rule 3 of these rules) all dividends subject at the commencement of these rules to be invested in pursuance of the said 3rd rule of the said Order, may, when or so soon as they amount to or exceed £10, be invested as if the said 3rd rule had not been abrogated.

When the affidavit referred to in rule 34 contains a statement that it is desired that the money intended to be paid into court in pursuance of the Act of the 10 & 11 Vict., c. 96, or the dividends accruing on the securities intended to be transferred or deposited in pursuance of the said Act, and the accumulations thereon, shall be invested in Consolidated £3 per centum annuities, or Reduced £3 per centum annuities, or New £3 per centum annuities, the Chancery Paymaster shall (if or so soon as such money shall amount to or exceed £40, or such dividends shall amount to or exceed £10) invest the same respectively in Consolidated £3 per centum annuities, or Reduced £3 per centum annuities, or New £3 per centum annuities, without any order or further request for that purpose. But if such money does not amount to £40, the Chancery Paymaster shall, subject to rule 73, as soon as conveniently may be, place such money on deposit without a request for that purpose, unless such affidavit contains a statement that it is deemed unnecessary to place such money on deposit, or unless notice in writing be left at his office of an order having been made, or of an intended application to the court, affecting such money, securities, or dividends.

67. In all cases, upon a request in writing by a solicitor acting on behalf of any person claiming to be entitled to or interested in money or securities in court, that such money or the dividends or interest accruing on any specified securities, or on any specified sum of money on deposit, may not be placed on deposit or invested, being at any time left at the Chancery Pay Office, the Chancery Paymaster shall not place such money on deposit, or shall be at liberty to cease to place on deposit or invest any more dividends or interest accruing on such securities or sum of money on deposit, until he has had notice that the court has made some order in that behalf.—(Original Rule 41 amended.)

VII.—MONEY ON DEPOSIT AND INTEREST THEREON.

68. Subject to any exceptions in these rules, money in court paid in before the commencement of the Court of Chancery (Funds) Act, 1872, and not already placed on deposit (other than money paid in pursuant to the Copyhold Acts or to the 69th section of the Lands Clauses Consolidation Act, 1845), and money arising by the sale, conversion, or payment off of securities in court, or dividends accruing on securities in court, or money brought over from the credit of some other cause or matter, or otherwise placed, either before or after such commencement, to the credit of a cause or matter in the books at the Chancery Pay Office, shall be placed on deposit on a request signed by any person claiming to be interested in such money, or by his solicitor; and, subject as aforesaid, all money hereafter to be paid into court shall be placed on deposit without a request for that purpose.—(Original Rule 33 amended.)

69. If a direction in an order dealing with money in court otherwise than by directing it to be placed on deposit, whether such money has been paid in before or since the commencement of the Court of Chancery (Funds) Act, 1872, is brought under the notice of the Chancery Paymaster, or if a request in writing by a solicitor acting on behalf of a

person claiming to be entitled to or interested in money in court, paid in after the commencement of the same Act, that such money may not be placed on deposit, is left at the Chancery Pay Office, such money respectively shall not be placed on deposit, but the person making such request may at any time withdraw the same, and by a like request in writing require the money to be placed on deposit.—(Original Rule 34 amended.)

70. The placing on deposit of money paid into court after the commencement of these rules shall not be deferred beyond the 15th or the last day of the month in which it shall be paid into court, whichever day shall first happen after such payment, or in the case of money paid into court on the last day of a month, a placing on deposit shall not be deferred beyond the 15th day of the following month; and when a request to place money in court on deposit shall be left at the Chancery Pay Office, the money shall (except in the case provided for in rule 71) be so placed on the day succeeding the day on which such request shall be so left (which last-named day shall be the date inserted in such request).—(Original Rule 35 amended.)

71. When an order directs the conversion into cash of any of the Government securities mentioned in Rule 44, and the whole of the money arising thereby to be placed on deposit, such money shall be deemed to have been placed on deposit (without a request for that purpose) on the day on which such conversion shall be effected.—(Part of Original Rule 52 amended.)

72. Money in court paid in pursuant to the Act 9 & 10 Vict. chap. 20, intituled "An Act to amend an Act of the second year of Her present Majesty, providing for the custody of certain moneys paid in pursuance of the standing orders of either House of Parliament by subscribers to works or undertakings to be effected under the authority of Parliament," or of any Act amending the same, or money in court paid into the appeal deposit account, shall not be placed on deposit.—(Original Rule 36.)

73. A less sum of money than £10 shall not remain or be placed on deposit; and if the amount of money on deposit to the credit of a cause or matter at the commencement of these rules is less than £10 it shall be withdrawn from deposit, at or as soon as conveniently may be after such commencement, without a request for that purpose.—(Original Rule 37 amended.)

74. When an order containing directions dealing with money on deposit, or with money which after the date of the order has been placed and still remains on deposit, is brought to the Chancery Pay Office to have such directions acted on, such money, or so much thereof as may be sufficient to meet the requirements of the order, may, on a request in writing signed by a person claiming to be entitled thereto or interested therein, or by a solicitor acting on his behalf, be withdrawn from deposit and applied as directed by the order, subject, as to the investment of money, to Rule 64.—(Original Rule 39.)

75. When money on deposit is by an order directed to be dealt with, such money shall be withdrawn from deposit as soon as may be after a request in writing for such withdrawal has been left at the Chancery Pay Office, and such withdrawal shall not be deferred beyond a week after the leaving of such request.—(Original Rule 48.)

76. Interest upon money on deposit shall not be computed on a fraction of one pound.—(Original Rule 42.)

77. Except as in this rule otherwise provided, interest upon money on deposit shall accrue by half calendar months, and shall not be computed for any less period. The periods from the 1st to the 15th of a month, both days inclusive, and from the 16th to the last day of a month, both days inclusive, shall, for the purpose of computing such interest, be reckoned as half calendar months; and such interest shall begin on the first day of the half calendar month next succeeding that in which the money is placed on deposit, and shall cease from the last day of the half calendar month next preceding the withdrawal of the money from deposit: Provided that when a sum of money in court amounting to not less than £500 shall be hereafter placed on deposit, pursuant to a request in writing by or on behalf of a person claiming to be interested therein, and shall remain on deposit undisturbed until the 1st April or the 1st October next succeeding the day on which it is placed on deposit, interest shall begin on the day inclusive next succeeding such day of placing on deposit.—(Original Rule 43, amended.)

78. Interest which has accrued for or during the half years ending respectively the 31st March and 30th Sept. in every year on money then on deposit shall, on or before the 20th days of the month respectively following, being credited by the Chancery Paymaster to the cause or matter to the credit of which such money shall be standing, on every such half-yearly day. And when money on deposit is withdrawn from deposit, except as to money withdrawn during the first half-

of the months of April and October respectively the interest thereon which has accrued and has not been credited shall, at the time of withdrawal, be credited to the cause or matter to the credit of which the money is then standing.—(Original Rule 44 amended.)

79. When money on deposit to the credit of a cause or matter consists of sums which have been placed on deposit at different times, and an order is made dealing with the money to the credit of such cause or matter, and part of such money has to be withdrawn from deposit for the purpose of executing such order, the part or parts of the money dealt with by such order last placed and remaining on deposit at the time of such withdrawal shall, for the purpose of computing interest, be treated as so withdrawn, unless the order otherwise directs.—(Original Rule 45.)

80. Until a direction in an order dealing with interest on money on deposit, credited to a cause or matter as having become due on either of the half-yearly days mentioned in Rule 78, has been brought under the Chancery Paymaster's notice, such interest shall, when or so soon as it amounts to or exceeds £10, be placed on deposit, and for the purpose of computing interest upon shall be treated as having been placed on deposit on the last half-yearly day, on which any such interest became due.—(Original Rule 46 amended.)

VIII. TRANSACTIONS WITH NATIONAL DEBT COMMISSIONERS.

81. When the money to the credit of the Chancery Pay Office account is, in the opinion of the Chancery Paymaster, in excess of the amount required for the purpose of making current payments, he shall transfer the amount of such excess from the Chancery Pay Office account to the account at the bank of the National Debt Commissioners on behalf of the Court of Chancery, and shall notify such transfer to the said commissioners.—(Original Rule 49 amended.)

82. When the money to the credit of the Chancery Pay Office account is, in the opinion of the Chancery Paymaster, insufficient for the purpose of making current payments, the National Debt Commissioners upon a request in writing of the Chancery Paymaster (and within one week of the receipt of such request), shall transfer from their account at the bank on behalf of the Court of Chancery to the Chancery Pay Office account, the amount of money specified in such request.—(Original Rule 50 amended.)

83. The Chancery Paymaster shall, after the 31st March and 30th Sept. in every year, certify to the National Debt Commissioners the amount of interest on money on deposit, which has accrued for or during the half years respectively ending on those days; and the National Debt Commissioners, as soon thereafter as may be, shall place such amount to the credit of the account kept by them of money placed in their hands by the Chancery Paymaster on behalf of the Court of Chancery, and shall cause the amount of income tax (if any) chargeable on such interest to be paid to the account at the bank of the Receiver General of Inland Revenue.—(Original Rule 51 amended.)

84. Upon receipt of a certificate of a registrar of the court, or of a master or registrar in lunacy, authorising the conversion of Government securities into cash, by transfer to the National Debt Commissioners (as provided by Rule 44), the Chancery Paymaster shall send to the said Commissioners a notification that such transfer will take place, with a request that the amount of cash which is the value of such securities, according to the bank average price thereof on the day of transfer, or (if there shall be no such average price on that day) on the next following day on which there shall be such an average price thereof, may be placed to the account to be kept by the said Commissioners of money placed in their hands by the Chancery Paymaster on behalf of the Court of Chancery, such value to be determined by the said Commissioners in the manner provided by the rule next following. The Chancery Paymaster, upon receiving a certificate from the said Commissioners that the amount of cash which is the value of such securities, determined as aforesaid, has been placed to the account of money placed in their hands aforesaid, shall credit the account in the books at the Chancery Pay Office upon which such securities were standing at the time of the transfer, with such amount.—(Part of Original Rule 52 amended.)

85. The money value of the Government securities of the descriptions mentioned in Rule 44 shall, for the purposes of the said Act and of these Rules, or of an order when equivalent amounts are to be dealt with, be ascertained according to the bank average price of the securities appearing in the account transmitted to the Comptroller-General of the National Debt Office by the cashiers of the bank, a copy whereof shall be sent daily by the bank to the Chancery Pay Office.—(Original Rule 53.)

IX.—MISCELLANEOUS.

86. When evidence is required by the Chancery Paymaster for the purpose of ascertaining the amounts of any residue or aliquot or proportionate

part of money or securities dealt with by an order, or for otherwise carrying into effect the directions of an order, he may, without any direction in such order for that purpose, receive and act upon an affidavit, or upon a statutory declaration under the Act of 5 & 6 Will. 4, chap. 62, instead of an affidavit, and every such statutory declaration shall be filed in the Report Office when the Chancery Paymaster shall consider it necessary.—(Original Rule 57 amended.)

87. The Chancery Paymaster, upon a request in writing made by or on behalf of a person claiming to be interested in money or securities standing in the books at the Chancery Pay Office to the credit of a cause or matter stated in such request, may, in his discretion, issue, for the information of a judge or an officer of the court, a certificate of the amount and description of such money or securities, and such certificate shall have reference to the morning of the day of the date thereof, and not include the transactions of that day, and the Chancery Paymaster shall notify on such certificate the dates of any orders restraining the transfer, sale, delivery out, or payment, or other dealing with the securities or money in court to the credit of the cause or matter mentioned in such certificate, and any charging orders, affecting such securities or money, of which respectively he has had notice, and with respect to any restraining or charging orders hereafter to be made, the names of the persons to whom notice is to be given, or in whose favour such restraining or charging orders have been made.

And when a cause or matter has been inserted in the list referred to in Rule 91, the fact shall be notified on the certificate relating thereto.—(Part of Original Rule 30 amended.)

88. Upon a request in writing made by or on behalf of a person claiming to be interested in money or securities standing in the books at the Chancery Pay Office to the credit of a cause or matter stated in such request, the Chancery Paymaster may, in his discretion, issue a transcript of the account in the said books in respect of such cause or matter; and if so required by the person to whom it is issued, such transcript shall be authenticated at the Chancery Audit Office.—(Part of Original Rule 30 amended.)

89. When securities have been purchased, sold, transferred, or delivered out, or money or securities have been carried over, or otherwise dealt with in the books at the Chancery Pay Office, the Chancery Paymaster may in his discretion issue a certificate thereof, upon a request in writing made by or on behalf of any person claiming to be interested in such money or securities.—(Original Rule 31 amended.)

90. The Chancery Paymaster may in his discretion, on a request in writing, supply such information with respect to any transactions in the Chancery Pay Office as may from time to time be required in any particular case.—(Original Rule 32 amended.)

91. As soon as conveniently may be after the 1st Sept. 1875, and after the same day in every succeeding third year, a list shall be prepared by the Chancery Paymaster, and filed in the Report Office, and a copy thereof shall be inserted in the *London Gazette*, and exhibited in the several offices of the court, of the titles of the causes and matters in the books at the Chancery Pay Office (other than the causes or matters referred to in Rule 92), to the credit of which any securities, or any money amounting to or exceeding £50, may be standing which money or the dividends on which securities have not been dealt with by the Accountant-General or by the Chancery Paymaster (otherwise than by the continuous investment or placing on deposit of dividends), during the fifteen years immediately preceding such 1st Sept., and no information shall be given by the Chancery Paymaster respecting any money or securities to the credit of a cause or matter contained in any such list until he has been furnished with a statement in writing by a solicitor requiring such information, of the name of the person on whose behalf he applies, and that, in such solicitor's opinion, the applicant is beneficially interested in such money or securities.—(Original Rule 54 amended.)

92. As soon as conveniently may be after the 1st of September 1875, and the same day in each succeeding year, the Chancery Paymaster shall carry over to a separate account in his books for causes and matters on which the balances do not exceed £5, the balances of money and securities standing in such books to the credit of the causes or matters on which such balances of money and securities do not together amount to £5, and on which the money or securities shall not have been dealt with during the preceding five years. When an order dealing with money or securities carried over under this rule is brought to the Chancery Pay Office to be acted upon, the Chancery Paymaster shall carry back such money or securities and any dividends accrued thereon to the credit of the cause or matter from which they were so carried over, and shall deal therewith as directed by such order.—(Original Rule 55 amended.)

93. Every order or request that may be left at the Chancery Pay Office, and every statutory declaration or other document required to be retained there for the purpose of carrying into effect an order, may be printed or written, and shall have printed or written thereon the name and address of a solicitor.—(Original Rule 58.)

94. The length of the title of any account hereafter directed by an order, or requested pursuant to an Act of Parliament or otherwise, to be raised in the books at the Chancery Pay Office, shall not exceed 36 words, exclusive, in the case of a separate account in a cause or matter, of the title of the cause or matter in which such separate account is raised: Provided that if a sufficient reason be assigned to the satisfaction of the registrar for extending beyond 36 words the title of an account directed by an order to be raised, such title may be so extended; and the registrar shall in such case add to the direction to raise such account the words "notwithstanding Rule 94"; and provided that if a sufficient reason be assigned, to the satisfaction of the Chancery Paymaster, for so extending the title of an account requested to be raised, such title may be so extended; and the Chancery Paymaster shall in such case add the said words to the direction under the authority of which such account is to be raised: In such title four figures shall be reckoned as one word.

This rule shall not apply to any account which has been directed to be raised by an order dated before the 7th Jan. 1873; and any account directed to be raised by an order dated the 7th Jan. 1873, but before the commencement of these rules shall be deemed to have been properly entitled notwithstanding the length of the title of such account may exceed 36 words.—(Original Rule 59 amended.)

95. An index shall be made and kept in the report office of the court of all documents by these rules directed to be filed there.—(Original Rule 60 amended.)

CAIRNS, C.
We certify that these rules are made with the concurrence of the Commissioners of Her Majesty's Treasury.
STAFFORD H. NORTHCOTE.
ROW. WINN.

QUEEN'S BENCH ERRORS.—The following is the list of Queen's Bench Errors for argument in the Exchequer Chamber for Hilary Term: *Simpson v. Hemmings*, Board of Works for Plumstead District v. The British Land Company, *Dudgeon v. Pembroke*.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Jan. 5.

MOORE and WARD, attorneys and solicitors, Lincoln (William George Moore and Richard John Ward). Debts by Ward. Dec. 31.
RAMSHAY and SPENDER, attorneys and solicitors, Brompton and Halthistle (George Ramshay and Frank Richard Spender). Dec. 22.

Bankrupts.

Gazette, Jan. 8.

To surrender at the Bankrupts' Court, Basinghall-street.
BEDFORD, STANLEY, furnishing ironmonger, Tachbrook-st, Pimlico. Pet. Jan. 5. Reg. Roche. Sur. Jan. 21.
NORTHMORE, MARY, lodging-house keeper, Edgware-rd. Pet. Sept. 24. Reg. Spring-Rice. Sur. Jan. 21.

To surrender in the Country.

CRAIG, JOHN, coal dealer, Mostyn. Pet. Dec. 31. Reg. Williamson. Sur. Jan. 20.
DAVIES, DAVID, general ironmonger, Carmarthen. Pet. Dec. 28. Reg. Lloyd. Sur. Feb. 20.
HELLIER, SAMUEL, accountant, Axminster. Pet. Jan. 6. Reg. Daw. Sur. Jan. 20.
HOLT, GEORGE, milliner, Hanley. Pet. Dec. 31. Reg. Challinor. Sur. Jan. 20.
JEFFRIES, ROBERT HALL, innkeeper, Plumstead. Reg. Cooke. Sur. Jan. 20.
LEADBETTER, WILLIAM AUSTIN, grocer, Melton Mowbray. Pet. Jan. 6. Reg. Ingram. Sur. Jan. 21.

Gazette, Jan. 12.

To surrender at the Bankrupts' Court, Basinghall-st.
SMITH, CHARLES, no occupation, Calmore-rd, Old Kent-rd. Pet. Jan. 7. Reg. Pepps. Sur. Jan. 26.

To surrender in the Country.

BURGESS, GEORGE, bank manager, Ramsgate. Pet. Jan. 8. Reg. Callaway. Sur. Jan. 22.
GALE, JAMES EDWARD, Rock Ferry, Chester. Pet. Jan. 5. Reg. Wason. Sur. Jan. 22.
MAUNDER, AARON, watchmaker, Launceston. Pet. Jan. 7. Dep. Reg. Gidley. Sur. Jan. 25.
PRITT, RICHARD, miller's assistant, Preston. Pet. Jan. 7. Reg. Hulton. Sur. Jan. 25.
THOMPSON, CHARLES, grocer, West Hartlepool. Pet. Jan. 9. Reg. Ellis. Sur. Jan. 25.

BANKRUPTCIES ANNULLED.

Gazette, Jan. 8.

RHYS, CHARLES CURETON, no occupation, Wandle-rd, Wandsworth-common. Feb. 10, 1874.
RICHARDSON, FREDERICK LOWRY, printer, Liverpool. Oct. 2, 1874.

Liquidations by Arrangement. FIRST MEETINGS.

Gazette, Jan. 8.

ADAMS, WILLIAM, schoolmaster, Brighton. Pet. Jan. 5. Jan. 27 at three, at the Old Ship hotel, Brighton. Sol. Verrall, Brighton.
ATKINSON, THOMAS, and ATKINSON, JAMES, builders, Bolton. Pet. Jan. 6. Jan. 25, at three, at office of Sol. Hall, Bolton.
BELLMAN, ERNEST EDMUND, brewer, Widdicombe-rd, Barking-rd. Pet. Jan. 5. Jan. 21, at three, at office of Sol. Christmas, St. John's-chambers, Walbrook.
BENNETT, JOHN, registrar of births and deaths, Cheltenham. Pet. Jan. 5. Jan. 20, at three, at office of Sol. Cheshyre, Cheltenham.

LEWELYN, JAMES, innkeeper, Aberdare. Pet. Jan. 7. Jan. 22, eleven, at office of Sol. Bedford, Aberdare

LONGMOR, JOHN, millwright, John's machine makers, Brighouse, in par. Halifax. Pet. Jan. 8. Jan. 27, at three, at the George hotel, Brighouse. Sols. Chambers and Chambers, Brighouse

MAIRNAGE, JEAN BAPTISTE, manufacturer, Sheffield. Pet. Jan. Jan. 21, at eleven, at office of Sol. Exam, Sheffield

MARRETT, JOSEPH, and MARRETT, MICHAEL, glass manufacturers, Earlstown. Pet. Jan. 8. Jan. 25, at two, at the County Kirk, Warrington. Sols. Nicholson, White, and Nicholson

MULLEN, JOSEPH, HENRY, and ALBERT, brickwork, near Manchester. Pet. Jan. 8. Jan. 25, at three, at office of Sol. Horner, Manchester

MYTON, EBENEZER, painter and paperhanger, Birmingham. Pet. Jan. 21, Jan. 21, at twelve, at office of Sol. Fallows, Birmingham

NORTON JOSEPH, general dealer, Liverpool-rd., Islington. Pet. Jan. 5. Jan. 20, at ten, at office of Sol. Goatly, Westminster-bridge, Lambeth

NURSE, EDWARD JAMES MACARTNEY GREVILLE, gentleman, Clarendale-villas, Victoria-rd., Surbiton. Pet. Jan. 7. Jan. 26, at two, at offices of F. Picard, accountant, St. James's-st, Piccadilly. Sol. Browne, St. James's-st, Piccadilly, S.W.

OGLE, ROBERT, hawker, Clay Cross. Pet. Jan. 7. Jan. 25, at ten and eleven, at Sol. Cordwell, Chesterfield

PERRY, WILLIAM, timber merchant, Acton-st, Gray's Inn-rd., and Priory-st, Camden Town. Pet. Jan. 7. Feb. 2, at eleven, at office of Sol. Pullen, Harp-lane, Great Tower-st, E.C.

REED, GEORGE, FRANK, coal merchant, Northam. Pet. Jan. 7. Jan. 22, at twelve, at office of Sols. Buse, Rooker, and Basiley, Bideford

ROBERTS, JOHN, and ROBERTS, HENRY, grocers, Biggleswade. Pet. Jan. 8. Jan. 25, at twelve, at the Guildhall Office House, Gresham-st, London. Sols. Conquest and Clare, Bedford and Biggleswade

STANLEY, THOMAS HENRY, out of business, Southport. Pet. Jan. 8. Jan. 22, at eleven, at office of Sol. Murray, Southport

SOUTHVILLE, WILLIAM, out of business, Kennington-rd. Pet. Jan. 11. Jan. 27, at three, at office of Sol. Pullen, Gresham-bldgs, Guildhall, E.C.

SPENCE, JAMES UNDERHILL, broker, Mincing-lane. Pet. Jan. 6. Jan. 25, at eleven, at office of Messrs. Keighley, Shea, and Bevan, 10, Abchurch-lane, London

SPEIGHT, ARTHUR, canister manufacturer, Arthur-st, Gray's Inn-rd. Pet. Jan. 1. Jan. 21, at three, at office of Sol. Shearman, Little Tower-st, City

STEELE, ROSE, commission agent, Hollins, in par. Halifax. Pet. Jan. 1. Jan. 1, at three, at offices of Sol. Boccock, Halifax

STEPHENSON, JOHN THOMAS, boot and shoe maker, Wakefield. Pet. Jan. 5. Jan. 22, at eleven, at office of Sols. Barratt and Squire, Wakefield

SQUIRE, WILLIAM, grocer, Swansea. Pet. Jan. 8. Jan. 25, at three, at 10, Temple-st, Swansea. Sol. Glascoedine, Swansea

THOMSON, FRANK, professor of music, Saint Leonard's-on-Sea. Pet. Jan. 8. Jan. 22, at twelve, at office of Sol. Jones, Margate

TIMMS, WILLIAM, farmer, Idbury, and Cherrington. Pet. Jan. 8. Jan. 25, at eleven, at the White Hart hotel, Chipping Norton. Sol. Saunders, Chipping Norton

TULE, JAMES THOMAS, proprietor of Tule's Minstrels, of the Dog and Gun Hotel, Portland. Pet. Jan. 8. Jan. 9. Jan. 21, at eleven, at offices of Sol. Horner, Manchester

WADDINGTON, WILLIAM, fruiterer, Leeds. Pet. Jan. 7. Jan. 21, at eleven, at office of Sol. Pullan, Leeds

WALTER, FREDERICK, and WALTER HANNAH, boot manufacturers, King's-road, Chelsea. Pet. Jan. 5. Jan. 29, at twelve, at Mullen's Hotel, Ironmonger-lane. Sol. King

WARMAN, GEORGE, tripe dealer, Southampton-st, Camberwell. Pet. Jan. 8. Jan. 26, at one, at 1, Hare-pl, Fleet-st

WATKINS, HENRY, manufacturing confectioner, Bristol. Pet. Jan. 7. Jan. 21, at twelve, at office of Sols. Benson and Thomas, Bristol

WILLIAMSON, WELBURN, engineer, High Holborn. Pet. Dec. 29. Jan. 2, at two, at offices of Howse, 3, Staple-Inn, Holborn. Sol. Mole, St. Pauls

WILSON, JOSEPH, provision merchant, Newcastle-upon-Tyne. Pet. Jan. 7. Jan. 21, at twelve, at office of Sols. Hoyle, Shipley, and Hoyle, Newcastle-upon-Tyne

WOOD, GEORGE, fruiterer, London. Pet. Jan. 9. Jan. 25, at twelve, at offices of P. Vine, Imperial chmbs, 62 Dale-st, Liverpool, accountant. Sol. Brabner, Liverpool

WOODROW, ARTHUR HENRY, licensed victualler, Clifton. Pet. Jan. 7. Jan. 26, at two, at office of Sol. Beckingham, Bristol

WOMERSLEY, GEORGE, fruiterer, London. Pet. Jan. 8. Pet. Jan. 8. Jan. 25, at three, at offices of Sol. Rhodes, Halifax

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

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BIRTHS

ANDREW.—On the 11th inst., at Arundel House, Lewisham, Kent, the wife of Edwin Andrew, Solicitor, of a daughter.

BUTLER.—On the 7th inst., at Julian-hill, Harrow, the wife of Spencer Percival Butler, Barrister-at-law, of a son.

DYCE.—On the 10th inst., at the Beech House, Hampstead-lane, Highgate, the wife of John Brady Dyce, Esq., of Lincoln's-inn, Barrister-at-law, of a son.

HARMSWORTH.—On the 26th ult., at 13, Grove End-road, N.W. the wife of Alfred Harmsworth, Esq., Barrister-at-law, of a son.

LAING.—On the 6th inst., at 56, Addison-road, Kensington, the wife of John G. Laing, Esq., of Lincoln's-inn, Barrister-at-law, of a daughter.

SAUNDERS.—On the 9th inst. at Finchley, the wife of Albert Saunders, Solicitor, of a daughter.

MARRIAGES.

GRESHAM—NORTHCOTE.—On the 14th inst., at St. Matthew's Church, Brixton, by the Rev. N. A. Garland, M.A., Vicar—Thomas Gresham, of 27, Warwick-road, Maida-hill West, Solicitor, only son of William Gresham, Esq., High Bailiff of Southwark, to Ellen Jane, elder daughter of Stafford Henry Northcote, Esq., of St. John's Lodge, West Brixton.

LOCK.—On the 9th inst., at St. David's, Exeter, Arthur Henry Lock, of Dorchester, Solicitor, to Emma Mary, daughter of the late William Jacobs.

he 12th inst.,

ton, William Peckham, Solicitor, of Tottenham and Doctor's Commons, to Mary Richens, eldest daughter of William Orton Esq., of Oldby-road, Southgate-road, Islington, and Kings-street, Chapside.

STREET—WATSON.—On the 8th inst., at Haverstock-hill, Thomas Street, of 27, Lincoln's-inn-fields, solicitor, to Ann Spencer, second daughter of Joseph Watson, Esq., of Maitland-park-villas, Haverstock-hill.

DEATHS.

BARKEE—On the 3rd inst., at his residence, 12, Richmond-hill, Clifton; aged 72, Joseph Barker, Esq., of the City of Bristol, Solicitor.

GREEN—On the 5th inst., at Wilton, near Salisbury, aged 71, Henry Green, late of Fakenham, Norfolk, Solicitor.

JOHNSON—On the 9th inst., at Chester-place, Hyde-park-square, aged 70, John James Johnson, Esq., one of the Taxing Masters of the Court of Chancery.

LAPWORTH—On the 3rd inst., James Edward Lapworth, Esq., M.A., aged 41, of 11, Summer-place, South Kensington, and 3, Bedford-square, Manchester, Inner Temple.

TURNLEY—On the 9th inst., at St. Peter's, Bedford, aged 65 Thomas Wesley Turnley, Solicitor.

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The LAW TIMES goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

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disposal of the Government. Mr. HUDDLESTON, Q.C., the SOLICITOR-GENERAL, and Mr. GIFFARD, Q.C., are mentioned as the members of the Bar from whom selection will be made to fill the vacancies.

THE death is announced of Mr. PHIPSON, who some years ago retired from practice at the Bar in consequence of ill health. The Profession by his retirement lost one of its ablest members, for Mr. PHIPSON was not only a skilled lawyer, he was also a man of high culture, and his reputation among his professional brethren was quite unique. It will probably never be known how many men of the highest promise succumb to the terrible strain of a large practice at the Bar.

THE Court of Common Pleas has recently determined upon making a most salutary experiment. It was announced by LORD COLERIDGE on Saturday last that Wednesdays would be devoted entirely to the new trial paper, and that unopposed motions only would be taken on Fridays. This arrangement will give two days in the week to motions and new trials, two days to the special paper, one day entirely to new trials, and one day to unopposed motions and new trials. The new arrangement, which is experimental only, will be gladly welcomed by all engaged in new trial arguments in the Court of Common Pleas, and we hope that the experiment may be so far successful as to justify its repetition, and to induce the Courts of Queen's Bench and Exchequer to adopt a similar rule.

WITH reference to a paragraph upon the subject of general average, which appeared in our last issue, a firm of solicitors write: "*Achard v. Ring*—We have before us your remarks on this case. We beg to say that we are concerned in another similar case, where the custom in question will be again tried, and we believe proved. We were present at the trial, and we consider that the verdict was against the weight of evidence (such as it was), and that much stronger evidence might have been adduced. All the principal average staters indeed came and stated the custom truly, but they happened not to be prepared at the moment with any instances to prove it; and you will probably remember that Lord Chief Justice MANSFIELD once observed, 'There is nothing so difficult to prove as that which everybody knows.'"

WE have received from Dr. BARCLAY, Sheriff Substitute, Perth, a pamphlet on the law and practice of England and Scotland in affiliation cases, which was to have been read at the October Congress of the Social Science Association in Glasgow, but "by some unfortunate circumstance" was passed over. The chief object of the paper seems to be to protest against the alteration in the ancient system of procedure in affiliation cases introduced into Scotland by the Evidence Act (16 Vict. c. 20). Under the ancient system neither party to the suit was admitted as a witness, unless the evidence amounted to what was called a *semi-plena*, and in that case the oath of the mother was received to supplement the previous testimony. Now that this is swept away, Dr. BARCLAY says that the opinion everywhere prevails that a man has only to swear to non-connection to be freed from all claim, and that in consequence almost every case is opposed and the temptation to perjury increased. He concludes by suggesting a mode of procedure "not unknown in continental countries," viz., that the parties should be separately interrogated by the Judge in presence of the agents, but not on oath, and then if necessary confronted with each other.

THE whole doctrine of fraudulent preference is one of the greatest importance to all who are engaged in commercial transactions, and a case which came on appeal from the Bradford County Court to the Bankruptcy Court on the 18th inst., shows how jealously anything in the nature of such preference is observed. The case to which we allude was that of *Ex parte the Exchange and Discount Bank, re Topham*. The bankrupt, a merchant carrying on business at Bradford, had a banking account at Leeds and Bradford. This account he over-drew to the extent of £2000 in consideration of certain securities held by the bank, and a guarantee from a third party. Last April the bankrupt was pressed by creditors, and proceedings in bankruptcy were instituted against him. During the continuance of such proceedings, but before an actual adjudication, the bankrupt made payments into the bank to the amount of £1695 3s. 6d. reducing his liabilities by that extent. The Judge of the County Court decided that the payments to the bank amounted to a fraudulent preference, and ordered the sum of £1695 3s. 6d. to be paid back to the trustee appointed under the bankruptcy. The learned CHIEF JUDGE, in affirming this decision, said that there was proof that the bank manager knew that the bankrupt had dishonoured bills, and that bankruptcy proceedings had been commenced against him. One of the last cases upon the 92nd section was that of *Ex parte Butcher, re Meldrum* (30 L. T. Rep. N. S. 482) where it was decided that if a debtor, who is unable to pay his debts as they become

The Law and the Lawyers.

It is rumoured in Westminster Hall (upon what authority we are unable to say) that the Judicature Act will be brought into operation in May next.

MR. JUSTICE KEATINGE has determined to resign, and will not sit beyond the present term. We believe that Mr. Justice HONYMAN will also retire, and thus two judgeships will be placed at the

due, pays a particular creditor with a view of giving him a preference over his other creditors, the payment is not void, as a fraudulent preference, if the creditor is not aware of the debtor's insolvency, and of his intention to give him a preference. The reason of this is plain; the payee receives in good faith. Thus the case is distinguishable from that under consideration, where, as the learned Chief Judge says, it is in evidence that the bank manager knew that bankruptcy proceedings had been instituted against him. This is an important difference, and the principle of these decisions cannot be too strongly enforced.

LORD JUSTICE JAMES has been appointed arbitrator in the European Assurance Arbitration in place of the late Lord ROMILLY. It is generally understood that the new arbitrator will not at present enter upon the litigating part of the work, but will merely carry on the administrative portion, until an application has been made to Parliament to reconstitute the arbitration, with a view to allowing appeals from the arbitrator. At present the arbitrator is omnipotent, having power to settle matters "not only in accordance with the legal and equitable rights of the parties as recognised in the courts of law or equity, but on such terms and in such manner in all respects as he in his absolute and unfettered discretion thinks most fit, equitable, and expedient, and as fully and effectively as could be done by Act of Parliament." This uncontrolled power in the hands of Lord CAIRNS led to a speedy and satisfactory settlement of the affairs of the Albert Assurance Company. But in the case of the European Assurance Company, the unfortunate deaths of Lords WESTBURY and ROMILLY, and the fact that some of their decisions are conflicting, have led many to think it advisable that an opportunity of appealing should be established.

THE Land Tax Commissioners appear to have made a somewhat startling claim in the case of *Hodgson and another v. Pearson* (31 L. T. Rep. N. S. 679), which we report this week, and one which, if it had been substantiated, would have in no inconsiderable measure affected all the manors in the country. Quite apart from the question discussed in that case, whether, where the certificate of a contract for the redemption of a land tax differs from the schedule, the certificate or the schedule is to prevail (a question very rightly decided by the court against the commissioners), it appears that the position was distinctly taken up that the waste lands of a manor are not included in the redemption of the land tax charged upon a manor generally; and that a manor, when the waste lands are enclosed and brought into cultivation, becomes re-assessable in respect of them. The long period, nearly thirty years, which elapsed in *Hodgson v. Pearson* between the inclosure of the waste and the fresh claims for land tax, would afford a strong reason for not allowing the claim even if the law were not so clear as it is. But there was no necessity for falling back upon such a defence as this. The assessment to the land tax is upon acreage, and if the tax turns out to have been cheaply redeemed by reason of the after improvement of the land, it is only so much the better for the successors of owners who effected the original redemption.

THE case of *Bradburn v. The Great Western Railway Company* (31 L. T. Rep. N. S. 464; L. Rep. 10 Ex. 1), which has been recently decided by the Court of Exchequer, is of the greatest importance to all holders of accident insurance policies. The contention of the Railway Company was that when a policy holder who sues them for damages resulting from an accident for which they are liable, has received from an accidental insurance company any money on account of the accident, that sum so received should be deducted from the sum at which the jury assess the damages. "One is dismayed," said Baron BRAMWELL, "at this proposition." In *Dalby v. India and London Life Assurance Company* (15 C. B. 365), it was decided that one who pays premiums for the purpose of insuring himself pays on the footing that his right to be compensated when the event insured against happens is an equivalent for the premiums he has paid; "it is a *quid pro quo*, larger if he gets it, on the chance that he will never get it at all." To the same effect Baron PIGOTT observed that "The plaintiff is entitled to recover the damages caused to him by the negligence of the defendants, and there is no reason or justice in setting off what plaintiff has entitled himself to under a contract with third persons, by which he has bargained for the payment of a sum of money in the event of an accident happening to him." This puts the question in the right light, for it would certainly be curious if a railway company were allowed to take advantage of the precautions taken by the parties to whom it had caused damage.

WHAT Mr. Justice LUSH called a question "of some nicety and importance" was decided by the Court of Queen's Bench in the recent case of *Sampson*, judgment creditor, *The Seaton and Beer Railway Company*, judgment debtors, *The London and South-Western Railway Company*, garnishees (31 L. T. Rep. N. S. 672)—viz., that under the garnishee clauses of the Common Law

Procedure Act 1854 (ss. 61, 63) the garnishee is bound to pay the amount due by him to the judgment debtor, irrespective of any debts which may be owing to him (the garnishee) to the judgment creditor; in other words, that if A. owes money to C., B. owes money to A., and C. owes money to B.—if A. gets a judgment against B., and attaches the debt due by C. to B., C. is bound to pay the amount so attached to A., and cannot deduct the amount which A. owes him. So the Court of Queen's Bench has held on the ground that "the machinery provided for determining questions of disputed liability has reference solely to cases where the garnishee disputes his liability to the judgment debtor;" but "there is no place for the discussion of cross claims between the garnishee and the judgment creditor. If it had been intended" (say the court) "to let in such claims, some mode of adjusting them in case of dispute would have been also provided; but there is none." After referring to the 63rd sect. of the Act of 1854, the court lay down the law and the practice to be followed thus: "All that the judge has to do is to decide whether the circumstances are such as to make it right and just that the garnishee should pay and that the judgment creditor should have execution against him. Having decided against the garnishee the judge cannot go on to settle the accounts between him and the judgment creditor, nor to impose, as a condition of granting the remedy to which the statute entitles him, that he shall pay what he may owe to the garnishee." The possibility of the occurrence of such a case as that above dealt with evidently escaped the notice of the Legislature, for it can scarcely be supposed that the Legislature intentionally left the garnishee in such a case to his remedy by cross action, and designedly enacted that he should be compelled to pay to the judgment creditor that which the state of the accounts between the judgment creditor and him would enable him at once to recover back.

THE question of the competency of an atheist to give evidence was raised by the sitting magistrate last Monday at the Westminster Police-court. The question is doubtless one which has given rise to many opinions, judicial and otherwise, but which we considered had at length been determinately settled. The theory of the law as shown in the celebrated case of *Omychund v. Barker* (1 Atk. 21), and other subsequent decisions, has been based on the assumption that a witness is required to take a certain form of oath, importing a belief in the existence of a God, or Supreme Being, but that if a person have no such belief an oath could not be administered unto him. In consequence of the religious belief of the Society of Friends and of the Moravians, statutes have been passed to abolish the necessity of an oath, and to substitute a formal affirmation or declaration for such people, who, from conscientious motives, are unwilling to take an oath. The Common Law Procedure Act 1854, s. 20, next applied the same alternative in civil cases to any person whomsoever who might object to an oath from matters of conscience, and the 24 & 25 Vict. c. 66, extended the same boon to criminal cases also. But it will be observed that these enactments alone apply to persons who, from a religious feeling, refuse to comply with a religious form, and not to those who are destitute of all religious belief. The first legislative step in favour of the admission of such latter persons to give evidence was the 6 & 7 Vict. c. 22, which permits members of the tribes of barbarous and uncivilised people in British colonies and plantations, persons described by the Act as "destitute of the knowledge of God and of any religious belief," to give evidence without being sworn. This enactment we regret to say, was found necessary to be extended to our own country by the provisions of the 32 & 33 Vict. c. 68, which in sect. 4 enacts that if any person called to give evidence in any court of justice, whether in a civil or criminal proceeding, "shall object to take an oath, or shall be objected to as incompetent to take an oath," such person shall, if the presiding Judge is satisfied that the taking of an oath would have no binding effect on his conscience, make the following promise and declaration, viz.: "I solemnly promise and declare that the evidence given by me to the court shall be the truth, the whole truth, and nothing but the truth." Such declaration has the same effect as an oath in subjecting the person who may make the declaration to all the penalties attached to perjury, in case he should afterwards make any material statement untrue, or give any false evidence. Although to the Christian mind a natural antipathy may present itself as to what belief and credit should be accorded to atheists, it is certain that it is in the interests of justice, and for the benefit of the community, that such persons should be able to give evidence. It is no improbability to suppose the escape of a murderer from justice because the only person who can supply a necessary but missing link chances to be an atheist; and, although in the United States, where such evidence has long been receivable, the testimony of an atheist is, as a rule, subject to comments of discredit because he is an atheist, yet it is quite possible for an atheist to speak the truth, and, moreover, to be a person on whom implicit reliance may be placed, for, as Lord BACON remarks, "atheism leaves man to sense, to philosophy, to natural piety, to laws, to reputation, all which may be guides to an outward and moral virtue, though religion were not" (Essay on Superstition).

and BENTHAM observes, on the same subject, that "the rebel to the law may still bear allegiance to the laws of honour, to those laws to which every thinking man, in proportion as he deserves at title, will ever pay obedience." Having regard to 32 & 33 Vict. c. 68, we have no hesitation in expressing our opinion that the magistrate, although actuated, we are sure, by the very best intentions, improperly excluded the evidence of the atheist in the case before him.

DIGEST OF BANKRUPTCY DECISIONS.

(Continued from page 189.)

BILLS OF SALE.

Two traders, brothers, obtained advances amounting to £500 from their father and brother in various sums, and in 1870, on the last advance of £250, they signed an agreement that they would, on demand, assign the lease of their premises and their business, stock-in-trade, and book debts to the creditors, with a proviso that they should repay the sums advanced the agreement should be void, but if they should fail to do so a valuation should be made, and the balance, if any, should be paid to the debtors. At the same time the lease was deposited with the same creditors as a security for the due performance of the agreement. In 1873 the debtors became embarrassed, and the creditors demanded the execution of an assignment in pursuance of the agreement, which was accordingly executed, and the balance of the valuation of the property, amounting to £123, was paid to the debtors. The assignment included substantially the whole of the debtor's property, and the creditors took possession of it forthwith. A few days afterwards the debtors filed a petition for liquidation, and the trustee applied to have the deed of assignment of 1873 declared void: Held, that the assignment of 1870 became a binding security on demand being made, and that the assignment of 1873, being based upon it was valid, "with respect to the Bills of Sale Act, it is unnecessary to determine whether, as far as respects the goods and chattels, and fixtures comprised in it, the agreement was a bill of sale within the Act (though I incline to think it was) because at the time the petition for liquidation was presented the goods, chattels, and fixtures were not in the possession, or apparent possession of the debtors. . . . Neither was the assignment of the 5th April 1873 executed for the purpose of evading the Bills of Sale Act, and curing the defect caused by the non-registration of the agreement of the 29th Aug. 1870, because possession of the property conveyed was given at the same time the deed was executed, it alone would have prevented the operation of the Bills of Sale Act; and this distinguished the present case from *Ex parte Cohen* (25 L. T. Rep. N. S. 473; L. Rep. 7 Ch. 20). Opinion of the court by Lord Justice Mellish (*Ex parte Izard, re Cook*, L. Rep. 9 Ch. 271; 30 L. T. Rep. N. S. 7.)

A debtor executed an assignment of the goodwill and fixtures of his business to his brother, in satisfaction of moneys advanced. Two years afterwards the debtor, who had retained possession of the goodwill and fixtures, sold them, and his brother obtained payment of the purchase money. The debtor was then insolvent, and soon afterwards presented a petition for liquidation by arrangement. Held, reversing the decision of Mr. Registrar Epps, that the payment of the purchase money to the debtor's brother was not a fraud upon the other creditors, and could not be set aside. The rule in bankruptcy with regard to order and disposition, is not applicable because possession was given before bankruptcy: (*Ex parte Wilson, re Wilson*, 29 L. T. Rep. N. S. 50.) Any arrangement which alters or varies the provisions by which the repayment of money advanced upon the security of a bill of sale is secured must be contained or referred to in the deed, otherwise the deed is within the mischief of sect. 2 of the Bills of Sale Act 1854, and will, upon the bankruptcy of the grantor be null and void as against his trustee, as being subject to a condition or defeasance not contained in the body thereof: (*Ex parte Gutham; Re Southam*, 30 L. T. Rep. N. S. 132.)

The lessee of a public house and two cottages, who was bound by the covenants of his lease to deliver up, at the expiration of the term, all fixtures, except trade fixtures, demised by way of mortgage, the public house and premises, including all the tenant's fixtures to a mortgagee for all the residue of the term except the last three days. The deed contained a power to the mortgagee, in case of default, to sell the premises or any part thereof, either together or in parcels, and either for the term thereby granted or for the original term, with a declaration that in case of a sale the mortgagee should hold the last three days of the term in trust for the purchaser. The lessee filed a petition for liquidation, and a trustee was appointed. Held that the mortgage deed gave no power to the mortgagee to sell or take possession of the fixtures separately from the buildings, and that therefore it did not require to be registered under the Bills of Sale Act. The true test whether a mortgage deed of a building and fixtures requires registration under the Bills of Sale Act as respects the fixtures, is whether it gives power to the mortgagee to sell or take property of the fixtures separately from the building. *Ex parte Daglish* (29 L. T. Rep. N. S. 168; L. Rep. 8 Ch. 1072) distinguished. *Ex parte Orday, re Joyes* (L. Rep. 9 Ch. 576; 30 L. T. Rep. N. S. 479). A mortgagee under an unregistered bill of sale of furniture and live stock at a house, sent two men into the house on the 10th Feb. to take possession of the goods. They remained in the house, but allowed the debtors and their family to use the goods as usual till the 14th Feb. On the 11th Feb. the debtors executed another bill of sale, which comprised substantially all their property, to another creditor, to secure an antecedent debt. Early in the morning of the 14th Feb., the first mortgagee sent vans to the house, and the men in possession, commenced to pack the furniture and load the vans. At half-past twelve o'clock on the same day the debtors filed a petition for liquidation. The furniture and live stock at the house were carried away by the first mortgagee before the evening. Held (reversing the decision of the Chief Judge in Bankruptcy), that the furniture and live stock were in the apparent possession of the debtors until the morning of the 14th Feb. within the 9th section of The Bills of Sale Act (17 & 18 Vict. c. 36), but ceased to be so when the men in possession began to pack the goods and put them in the vans; and that as the debtors committed an act of bankruptcy on the 11th by the assignment of all their property, the first bill of sale was void as against the trustee in the liquidation, and the trustee was entitled to the proceeds of the sale: (*Ex parte Jay, re Blenkhorn*, 9 Ch. 697; 31 L. T. Rep. N. S. 260).

A., a creditor, with notice of an act of bankruptcy committed by his debtor, paid off another creditor who had taken possession under two bills of sale, executed to him by the debtor prior to the act of bankruptcy, and took a fresh bill of sale as security for the amount paid and a further sum then owing to him for goods supplied to the debtor in the course of his trade. A., took possession under his bill of sale before a bankruptcy petition was presented against the debtor. The trustee under the bankruptcy also took possession of the property, and the judge of the County Court having refused to order him to withdraw in favour of the bill of sale holder, on appeal, it was held that the trustee was entitled to the property, subject only to the payment to the creditor of the amount which he had paid to the prior incumbrancer. *Fawcett v. Fearn* (6 Q. B., N. S., 20), followed: (*Ex parte Harris, re James*, 31 L. T. Rep. N. S. 621.)

A., in consideration of an advance of £100, executed to B. a bill of sale of his farming stock, to secure the payment of £130 and interest. At the same time A. signed an agreement, which was not registered, stating that the said sum of £130 included a sum of £30, B.'s charge for making the advance, which charge was to be paid in full, notwithstanding that the money secured by the bill of sale should be duly satisfied before the time specified in the bill of sale. Within a month afterwards A. presented a petition for liquidation, B. having four days previously taken possession under his bill of sale. Held, that the agreement was a condition within the meaning of the 2nd section of the Bills of Sale Act 1854, and should have been incorporated in or registered with the bill of sale, and that not having been done, the bill of sale was void as against the trustee under the liquidation: (*Ex parte Coates; Re Lees*, 31 L. T. Rep. N. S. 662).

(To be continued.)

THE BUILDING SOCIETIES ACT 1874.

37 & 38 VICT. c. 42.

(Continued from page 190.)

ONE of the privileges conferred on building societies by the Legislature is that when a member dies intestate the directors or committee of management of the society may, without calling for the letters of administration, on satisfactory evidence being adduced, pay to the persons appearing to be entitled under the Statute of Distribution any sum not exceeding £50: (sect. 29).

These societies are also exempted from the necessity of payment into the Post Office Savings Bank, as provided by the Trustees Relief Act and the Acts amending or extending the same, any sum not exceeding £150, on the sale of a mortgaged estate whose owner has died intestate: (sect. 30).

Not only must the members depart, the corporation, the society made capable by the law of perpetual existence may terminate or be dissolved

*Pallida mors cequo pulsat pede pauperum tabernas
Regumque turres.*

The cases in the LAW TIMES and other reports show that building societies were and are within The Companies Act 1862, s. 199, which states "that any partnership association or company, except railway companies incorporated by Act of Parliament, consisting of more than seven members and not registered under this Act, may be wound up under this Act." Sect. 32 of the present Act makes it an essential preliminary to a winding-up order that there be a petition of a member authorised by three-fourths of the members present at a general meeting of the society specially called for the purpose, or a petition of any judgment creditor for not less than £50.

In the Planet Benefit Building and Investment Society Lord Romilly, M.B., held that withdrawing shareholders were not, because the shares were not repaid to them, creditors entitled to a winding-up order. His Lordship said, "In considering that A"

(the Companies Act) I make a great distinction between what I call an outside creditor and a creditor who is a shareholder in the company; and I do not think that the 199th section in that Act, when it gave a power to a creditor to call upon a company to pay him, or if not to admit that they were insolvent, was intended to apply to any case where one member of the company called upon the directors to pay him in respect of some rule of the society itself. Such a demand necessarily involves the functions not only of directors but of all the officers of the company, and in point of fact opens all the management and the rules of the company, and those are the very things which let in the operation of the arbitration clauses": (L. Rep. 14 Eq. 450).

The Companies Act 1862, is not the only means whereby societies may obtain a release from their mortal coil. Societies under the present Act may terminate or be dissolved—

1. Upon the happening of any event declared by its rules to be a termination of the society.
2. By dissolution in manner prescribed by its rules.
3. By dissolution with consent of three-fourths of the members holding not less than two-thirds of the number of shares of the society, testified by their signatures to the instrument of dissolution.

Instead of winding-up, a society under this Act may unite and become one society with another, or others, with or without any dissolution or division of funds, or may transfer its engagements to any other such society upon terms to be agreed upon by certain majorities present at general meetings convened for the purpose. (sect. 33.)

The European and Albert arbitrations and bills in equity against other companies have made us only too familiar with the difficulties and dangers of amalgamations, and with the questions as to acceptance and repudiation of shares, and as to novation, whether by policy holders or shareholders. We, therefore, think the section last mentioned wisely introduced. But we think that in justice it ought to have contained a proviso similar to that in the Companies Act 1862, ss. 161 and 162—viz., that the interest of any dissentient member should be purchased by the company, the price to be paid being to be determined by agreement; but if the parties dispute about the same being to be settled by arbitration.

A lengthened correspondence in the *Building Societies Gazette* shows that considerable dissatisfaction prevails respecting the mode in which auditors discharge their duties and in which balance sheets are prepared. Auditors apparently frequently consider that they merely have to look through the books and compare them with the vouchers, but that all statements in such books are to be taken as absolutely true, but to furnish no ground for comment. This enables a secretary or other officer to take the abstract mathematical value of a share as a perfectly good asset, though from default in paying subscriptions, the value, which was correct in one point of view, has practically ceased to be so. Of course, if the shareholder has ceased to pay interest, the original value ought not to be entered in the balance sheet. Still less ought this to be done when principal as well as interest are unpaid. And yet we speak from personal knowledge. Balance sheets, in which interest due, but not paid, has been entered as received, have been signed by auditors without any comment on the fact. Auditors may wish to do their duty, but if their election at any coming annual meeting is imperilled, few will place themselves in opposition to the directors.

Sect. 40, which makes it obligatory on the secretary or other officers to lay an annual statement of accounts, attested by auditors, before the members, is a most beneficial law. So also is sect. 43, which imposes a penalty on a person making a wilfully false return. But they need to be supplemented by a rule similar to that contained in the Life Assurance Companies Act 1870, s. 7, that "every company should once in every [three] years, if established after the passing of this Act, and once every [five] years if established before the passing of this Act, or at such shorter intervals as may be prescribed by the instrument constituting the company, or by its regulations or bye laws, cause an investigation to be made into its financial condition by an actuary, and shall cause an abstract of the report of such actuary to be made in a form prescribed."

Sect. 37 gives a licence to hold in mortmain land for the purpose only of erecting thereon a building for conducting the business of the society. This is very restricted. Existing societies do through the agency of trustees purchase extensive parcels of land and sell them in small allotments. As it is difficult to build a house without purchasing land, it is deserving of consideration whether the practice ought not to be facilitated. 30 & 31 Vict. c. 117, s. 4, incorporates industrial and provident societies "with power to purchase, erect, and sell, and convey or to hold lands and buildings with limited liability." If the directors of a building society purchase land, the Act may be *ultra vires*, but the society is not dissolved, nor do its rules lose their obligation. In *Hughes v. Layton* (10 Jur. N. S. 513; reported 9 L. T. Rep. N. S. 712, as *R. v. D'Eyncourt*), Cockburn, C.J., said payment of money due from a member under an award ought to have been enforced though land had been bought. Two answers are set up by the respondent in opposition to the claim upon him; first, it is said

that the society has been dissolved in consequence of an arrangement amongst the members that it should be converted from a benefit building society to a freehold land society. But even if that have taken place, it by no means follows that the society ceases to exist. If the society has transgressed the powers conferred upon them by the Act of Parliament, and misapplied the funds contributed by the members, such misapplication may afford ground for the intervention of a court of equity should any aggrieved subscriber think proper to avail himself of that remedy; but while it remains in existence its rules are binding, and questions arising upon alleged misapplication of the funds cannot be entertained or determined in this manner. See also *Grimes v. Harrison* (26 Beav. 435). In these days of keen politics it was not to be expected that the franchise of members of a society holding land should remain uncontested. In *Robinson, app., Airge*, resp. (L. Rep. 4 C. P. 429), A., being a member of a benefit society, was entitled to an annuity of more than £10 a year out of the funds of the society. The funds were sufficient to pay all the annuities of the current year, and if each annuity was apportioned between the income derived from real property and other sources, the part payable out of income derived from real property would be more than £5. Montague Smith, J., agreeing with the other members of the court, said: "I think the claimant has no equitable estate or interest in the land; if the annuity had been charged upon it he would have had such an interest; or if this land had been set apart for the payment of the annuity the claimant would have been entitled to vote." "Now the words of 6 Vict. c. 18, s. 74, are that the *cestui que trust* in actual possession, or in the receipt of the rents and profits of any lands or tenements, may vote. I think that means persons who receive the rent and profits of the land themselves, and not persons who only receive an annuity out of a mixed fund into which other persons may dip their hands, so as not to leave sufficient to pay the annuities." On the other hand, the cases show that such societies are not within the Splitting Acts.

(To be continued.)

RECENT DECISIONS ON THE LAW OF COSTS.

As the question of costs in legal proceedings is obviously of the first importance, both to suitors and practitioners, it is thought that a summary of some of the more recent decisions will be found useful by those who engage in litigation in whatever capacity, as, in practice, the expediency of bringing or defending an action often depends upon what costs can be recovered by the successful party.

The case of *Mors-le-Blanch v. Wilson* (28 L. T. Rep. N. S. 415; L. Rep. 8 C. P. 227) decided that where an action is brought against A. to recover unliquidated damages for which he has become liable through the default of B., notice being given to B., who declines to intervene, the proper considerations for determining whether A. can recover from B. the costs of defending the action, are:—First, whether it was a reasonable thing to defend it; secondly, whether the defence was conducted in a reasonable manner. The plaintiffs in that case had chartered two vessels by which they consigned a quantity of coal to the defendants. On its arrival, however, the defendants refused to accept the coal, and in consequence of this the vessel was detained a considerable time. An action having been brought against the plaintiffs by the shipowner in respect of this detention, the plaintiffs having given notice to the present defendants, who declined to interfere, defended it. The jury in that action, however, found a verdict for the shipowner, and the plaintiffs now sought to recover the damages and costs against the defendants. A verdict having passed for the plaintiffs, a rule to reduce the damages by the amount of the above costs was refused by the Court of Common Pleas. The rule in such cases was thus stated by Mr. Justice Grove: "The question as to the right to recover the costs of defending an action has frequently arisen. Formerly it was held that the person against whom the action was brought was bound to defend, giving notice to the person whose default caused it to be brought. That is now no longer the rule, and the proper course is that which was pursued here, viz., to leave it to the jury to say whether or not it was a reasonable thing to defend, and whether the defence was conducted in a reasonable manner."

Another point of some importance in connection with our present subject was decided in *Malcolm v. Hodgkinson* (L. Rep. 8 Q. B. 209), which established that where an insolvent person sues as trustee for another, security for costs will be required. The plaintiff in that case had, after the commencement of the action, filed a petition for liquidation by arrangement under the Bankruptcy Act 1869. A receiver of his property was appointed under the Bankruptcy Rules 1869, and thereupon an order was made at chambers staying proceedings in the action till the plaintiff should give security for costs, and, on a motion to set it aside, it was held to have been rightly made.

In *Baylis v. Lintott* (28 L. T. Rep. N. S. 666; L. Rep. 8 C. P. 345), a question which had previously been involved in some doubt, was set at rest, viz., as to the right to costs in cases where a party, who may sue either in contract or in tort, frames his declaration on the contract. The action

was brought by the plaintiff against the defendant, a hackney carriage proprietor, for not securely carrying some of the plaintiff's luggage, and it was held that the cause of action set forth in the declaration was founded on contract, and that the plaintiff, having only recovered a sum of £20, was deprived of costs by sect. 5 of the County Courts Act 1867 (30 & 31 Vict. c. 142).

The case of *Raeburn v. Andrews* (30 L. T. Rep. N. S. 15; L. Rep. 9 Q. B. 118), decided that a plaintiff residing in Scotland is not, since stat. 31 & 32 Vict. c. 54, required to give security for costs. The ground of the decision appears from the judgment of Mr. Justice Blackburn, who, after stating that the reason for requiring security for costs from a plaintiff resident abroad, was that he was not within the reach of our law so as to have process served upon him in the event of the defendant obtaining a judgment, proceeded, "But since the passing of the Judgments Extension Act (31 & 32 Vict. c. 54) that reason has completely ceased. The effect of that enactment is that when a judgment has been obtained in England a certificate of such judgment can be registered in the proper office in Scotland, and the court in Scotland can issue process on such judgment. . . . The reason, therefore, for compelling a plaintiff resident in Scotland to give security for costs having ceased, this rule must be refused."

The case of *Swift v. Jewsbury and Goddard* (30 L. T. Rep. N. S. 31; L. Rep. 9 Q. B. 560) was an important decision as to the power of a judge, under statute 3 & 4 Will. 4, c. 42(a), to certify to deprive a successful defendant of costs. The plaintiff brought an action against Goddard for a misrepresentation made by him in his character of manager of a banking company, joining Jewsbury, the public officer of the company as a co-defendant. At the trial a verdict was directed against both defendants, with leave to move to enter the verdict for Jewsbury. On the argument of the rule, however, the Court of Queen's Bench held both defendants liable. A case was then stated on appeal in which the question for the court was whether the defendant Jewsbury, as public officer, was entitled to have the verdict entered for him. "If the court shall be of opinion in the affirmative, then the verdict is to be entered for the said defendant, with costs of defence." The Exchequer Chamber directed the verdict to be entered for Jewsbury, and the plaintiff then applied to the Judge who tried the cause for a certificate, under the above statute that there was reasonable cause for making Jewsbury a defendant. The learned Judge having granted the certificate, it was held, on a motion to rescind it, that he had power to do so. The two principal points relied upon by the defendant were: first, that it was not within the discretion of the learned Judge to grant the certificate, inasmuch as "reasonable cause" in sect. 32 had reference to the facts and not to a question of law; secondly, that the plaintiff was precluded from asking for a certificate by the terms of the statement in the case. The court, however, refused to adopt either of these propositions. As to the former, Mr. Justice Archibald said, "It is argued that the statute means reasonable cause simply as to facts. But that is not so; reasonable cause is a mixed question of facts and law applicable to the facts. Here it was a very doubtful question of law how far the company were bound by the statement of Goddard. The Chief Justice, therefore, if the verdict had been entered for the defendant Jewsbury at the trial could have granted a certificate; and the plaintiff is entitled to be in the same position now." On the second point, it was held that the statement in the case as to the costs of defence was mere surplusage and did not amount to an agreement on the part of the plaintiff not to ask for a certificate. Upon this question the same learned Judge said, "There was here no bargain that the plaintiff should not apply for a certificate. The case was stated only on appeal under sect. 39 of the Act of 1854; it is not like a case originally and entirely stated by consent. The object of the case is simply for the convenience of the court of error that the parties shall agree to a certain state of facts instead of the argument taking place on the reading of the Judge's notes only; and the statement at the end of the case is really unnecessary, and is merely the statement of a conclusion of law." *Wakefield v. Brown* (30 L. T. Rep. N. S. 428; L. Rep. 9 C. P. 410) was another case of great practical importance in connection with the subject of costs, as to the powers of a master in allowing

counsel's fees. A master having allowed additional fees to counsel upon additional papers laid before them as requested on a consultation, a Judge at chambers, adopting a suggestion that the additional brief contained no "new matter," but merely a statement in a new form of that which had already appeared in the original brief, and treating the question as one of principle and not of mere discretion, made an order for a review, a rule to rescind or vary that order was thereupon obtained, and was afterwards made absolute by the Court of Common Pleas. Mr. Justice Denman, in delivering judgment, said, "I think it is plain his Lordship did not intend to review the master's discretion, but that he disallowed the fees in question upon the principle stated in the affidavit, viz., that the additional brief contained no new matter. I agree with the rest of the court, that however carefully a brief may be drawn, counsel may reasonably require further particulars, or a tabulated statement of matters already detailed in the brief, in order to enable him more conveniently to conduct the case, or possibly to avoid a reference." And Lord Coleridge, C.J. said, "There are many cases where a tabulated statement of the contents of a brief properly drawn may be reasonably required for the conduct of the cause at Nisi Prius and may properly be charged for." The case of *The Lancashire and Yorkshire Railway Company v. Gidlow* (29 L. T. Rep. N. S. 399; L. Rep. 9 Ex. 35) decided that where a defendant had obtained judgment for his costs, against which judgment there had been unsuccessful appeals to the Exchequer Chamber and House of Lords, interest could be allowed only upon the sum for which judgment was originally obtained in the court below, and not upon the costs of the appeals. It was argued on behalf of the defendant that the interest ought to be calculated on the whole costs, under the rule of Trinity Term 1867, which provides that "on appeal from one of the Superior Courts, such court shall have power to allow interest for such time as execution has been delayed by the proceedings in appeal for the delaying thereof." The court, however, held that such was not the true construction of the rule, Martin, B. in his judgment saying, "Costs awarded in the Exchequer Chamber and House of Lords cannot bear interest unless by statute; and there is no statute empowering this court to give interest upon such costs."

The last decision to which we shall refer is the very recent one of *Flitters v. Alfrey* (L. Rep. 10 C. P. 29), the facts of which were as follows: The plaintiff had been tenant to the defendant of a cottage, whence he was evicted by virtue of a warrant issued under stat. 1 & 2 Vict. c. 74. The defendant thereupon brought an action in the County Court to recover the rent up to the date of the eviction. A document was then put in by the defendant to show that the tenancy was a weekly one, but the now plaintiff swore that that document was fraudulent, and that his mark thereto was a forgery, whereupon judgment was given for the then defendant, who afterwards commenced the present action in the County Court to recover damages for the eviction. The proceedings there were however stayed by the present defendant giving notice under 19 & 20 Vict. c. 108, s. 39, that he objected to the cause being tried in the County Court. An action was then brought in the Court of Common Pleas, the pleadings raising the question of whether the tenancy was a yearly or weekly one, and the jury found it to be the latter; but the judgment of the County Court having been set up by way of estoppel the learned Judge ruled that it had that effect, and directed a verdict for the plaintiff, the damages being assessed at £5, but he declined to certify under the County Courts Act 1867 (30 & 31 Vict. c. 142, s. 5), that "there was sufficient reason for bringing the action in the Superior Court," and it was held that he was justified in so doing, although the plaintiff was prevented from suing in the County Court by the act of the defendant in staying the proceedings there. The ground of the decision clearly appears from the judgment of Mr. Justice Brett. "True," said that learned Judge, "the plaintiff had by some means obtained a decision in his favour in the County Court. But the Lord Chief Justice was of opinion that he ought not to have recovered. In other words, he came to the conclusion that the plaintiff obtained the verdict in the County Court by means of perjured evidence—by evidence which he knew to be perjured. Under these circumstances I think my Lord was quite right in declining to certify that there was sufficient reason for bringing the action in the Superior Court."

The foregoing decisions will, it is believed, be found to include most of the important questions which have recently arisen with regard to costs, and the brief summary we have above given of them may prove useful as a supplement to the treatises on the subject.

(a) Sect. 32 provides that "Where several persons shall be made defendants in any personal action, and any one or more of them . . . upon the trial of such action shall have a verdict pass for him or them, every such person shall have judgment for and recover his reasonable costs, unless in the case of a trial the judge before whom such cause shall be tried shall certify upon the record that there was a reasonable cause for making such person a defendant in such action."

SOLICITORS' JOURNAL.

It has been urged upon us that our recent observations, in regard to the advances made by the Incorporated Law Society in securing the adhesion of additional members of the Profession by their joining the society, indicate a misconception of the facts. We should be very glad to know that this is the case, for, above all things, we are most anxious to consolidate and strengthen the power and influence of the chief society, to be exercised as well in the interests of the public as the Profession which it essays to represent. No doubt the council have suffered much opprobrium, owing to an apparent indisposition on the part of its members to interfere more actively in arresting the encroachments of unqualified and unauthorised persons on the duties of the Profession. We are, however, in a position to state upon authority, and the opportunity is acceptable to us, that many cases of this kind are brought before the council, and they interfere where able to do so. Every case is however carefully considered, but there is a twofold difficulty to contend with: first, the facts are not, as a rule, easily ascertained, nor is the necessary evidence forthcoming; secondly, the law as applicable to such cases is at times undoubtedly difficult of construction; we therefore regret the more to learn that, as yet, the council have not determined on seeking further legislation on the point.

At the general quarter sessions of the peace for the county of Montgomery, held last week, and presided over by the Earl of Powis, Mr. A. Howell, solicitor, resigned the office of county treasurer, which he has held to the satisfaction of the magistrates of the county for more than a quarter of a century, and the chief duties of which he has discharged for a period not far short of half a century. We congratulate Mr. Howell on the fitting termination of long and faithful services. He has been for many years the senior partner in the firm of Messrs. Howell, Jones, and Howell, of Welshpool, and he has lately retired from the firm, having been placed in the Commission of the Peace for the county of Montgomery, in the discharge of the duties appertaining to which, his long professional experience pre-eminently qualified him. Mr. Howell was admitted on the Rolls in Michaelmas Term 1841.

A RECENT number of a contemporary, whose columns are devoted, or perhaps we should say supposed to be devoted, to advancing in a legitimate manner the claims of a body of men not belonging to the legal Profession, furnishes unmistakable evidence of the close relations at present existing, rightly or wrongly, between a certain portion of those business men calling themselves public accountants and bankruptcy agents, and the bankruptcy business of the country. Its leading articles deal, without exception, with recent bankruptcy decisions. Two-thirds of the general information supplied in the issue before us relates to bankruptcy business, and the law reports appear to be a selection of reported cases in bankruptcy matters. A judicious amendment of the bankruptcy laws may witness such a separation between a certain class of accountants and bankruptcy business as will leave room in the columns of our contemporary for the publication of other matters certainly not less in keeping with the legitimate business of accountants.

THE *Globe*, in a recent article on "Legal Education," has ventured the assertion that Lord Selborne's name is not in very good odour just now within the precincts of the Inns of Court, and "the appearance" (adourer contemporary) "of the illustrious ex-Chancellor 'in Hall' at any one of the Inns would henceforth probably elicit an expression of opinion far from flattering. There is a spice of *amour propre* about the youngest members of these very close societies which prompts them readily to take part with their seniors and superiors against the assailants of their vested rights. We are not disposed to believe that the "youngest members" are quite so short-sighted as the *Globe* supposes, although no doubt some will, without much reflection, share in the opinion of the Inns of Court special committee, condemning Lord Selborne's Bills introduced in the last Parliament. This committee hopes by protests (three have already been resolved upon) to induce Parliament to stay the reforming hand of the Legislature in regard to these ancient institutions; but assuredly their case is hopeless. Reform must come, and if Lord Selborne's scheme is rejected it will only be to make way for reforms far more sweeping and radical in their nature. Unless we are much mistaken, the substantial objection of the committee lies in a nutshell. It is the destruction of the

artificial distinction between the two branches; but we agree with our contemporary when observing "the public cares nothing at all for the vested rights of these societies, and regards the artificial distinction between solicitors and counsel with an eye at least of suspicion and mistrust." Undoubtedly so; but to suggest, as does our contemporary, and as have other lay newspapers, including the *Pall Mall Gazette*, that Lord Selborne aims at an amalgamation of the two branches of the Profession is not justified either from a perusal of his Lordship's Bills, nor above all, by his Lordship's repeated utterances in public and in Parliament upon the very point. The committee of the Inns of Court object to the joint instruction of students for both branches, but we must look for some substantial reasons for this view, elsewhere than in the deliberations and resolutions of the committee, where prejudice and exclusion are the prevailing elements. Reasons, then, for opposing Lord Selborne's Bills on this ground are not forthcoming, and as for lamenting "the inevitable overthrow of (supposed) social and other distinctions between the two professions," who will lament? Not the public, not solicitors, and most surely not those high-spirited and pre-eminently able men who adorn the English Bar, and whose generous impulses will force upon them very different conclusions. No doubt the Benchers of the Inns of Court will exercise a considerable influence in Parliament in the shape of opposition to Lord Selborne's scheme for establishing a general School of Law; but so long as that opposition is based on a hidden desire to perpetuate a distinction the most unreal and shadowy that can be imagined, rather than on the demerits of the proposed reforms, so long must our legislators turn a deaf ear to those who wantonly obstruct the paths of progress.

A COUNTRY Solicitor informs us that a country law association has been called upon to consider a complaint against a non-professional man for transacting legal business and charging for it. He is a sub-distributor of stamps, was formerly managing clerk to a solicitor in good practice, and has lately opened an office with a plate on the door, "So and So's Offices," giving his name. He has secured a few land agencies held by his late employer. Letters intended for this non-professional have been received by a solicitor of the same name in the town. The unauthorised practitioner draws wills, takes the executors or administrators to the district registry to prove wills or take out administrations, he prepares residuary and succession accounts, and transacts all matters in the winding-up of a testator's or intestate's estate. He transacts exchanges through the inclosure commissions, prepares leases and agreements for the letting of farms, and he arranges loans on bonds, notes, and deposit of deeds. A complaint to be heard against him is that he arranged a loan for a fixed amount on bond and charge of the borrower's equity of redemption in freehold property, for which he charged the borrower £4 for his services.

THE unsatisfactory way in which the system of summoning persons to serve on grand juries at the Middlesex sessions is carried out is evidenced by a complaint of the Assistant Judge at the recent sessions of the peace for this county. A number of gentlemen were sworn to constitute the grand jury, but amongst those summoned was one man who asked to be excused, as he was a letter-carrier in the General Post Office, and had to attend to the delivery of his letters. The learned Assistant Judge expressed his disapprobation at the manner in which the grand jury list had been made up, as it contained the names of two or three solicitors, who were in practice, who were privileged and exempt from serving on the jury, and added to that was an ordinary letter carrier, in the General Post Office. The gentlemen alluded to and the postman were of course excused, but the inconvenience occasioned to solicitors in having to attend on such a summons in the middle of Term is of serious consequence alike to clients and themselves, and it is to be hoped that Mr. Edlin's observations will receive due attention in the proper quarter.

A SOLICITOR, who has had a large experience of the working of the Bankruptcy Acts of 1849, 1861, and 1869, assures us that he is confirmed in his opinion by officials in the Bankruptcy Court and others fully competent to form an opinion that the percentage of cases under the last-named Act, which are more or less tainted with fraud, is far in excess of the number of similar cases under the two previous Acts, and moreover, so unsatisfactory does he consider the working of the present Act to be, that in the interests of creditors he would far sooner go back to the Act of 1849 and revive the office of official assignee. Save in the

case of those who are dependent upon bankruptcy business alone for a livelihood, the present Act seems condemned on all sides.

THE registrars in Chancery have been attached to the Court from a very early date. Till 1833 they did not exist as officers *sui juris*, but were deputy registrars, appointed with the approbation of the Lord Chancellor, by the patentee registrar. The patent was, in 1727, made out in the names of the Duke of St. Albans, Lord Malpas, and Lord James Beauchamp, and was granted to them, and to the survivor of them, in trust for the said Duke, his heirs and assigns. The office was re-granted to patentees, who appointed deputies, until the passing of the Act 3 & 4 Will. 4, c. 94. There are at the present time twelve registrars with salaries, regulated by statute, varying from £2000 to £1250 a year.

THE following are the lectures and classes appointed to be held at the hall of the Incorporated Law Society during the ensuing week:—Monday, Tuesday, and Wednesday, Class—Common Law, 4.30 to 6 o'clock; Thursday, lecture—Conveyancing, 6 to 7 o'clock. To prevent interruption at the lecture, gentlemen are not admitted after it has commenced.

THE next preliminary examination required to be passed by gentlemen before entering into articles of clerkship with solicitors, is fixed for the 12th and 13th of May next. Candidates are required to give the usual calendar month's notice. These examinations might, with advantage to the Profession and those who seek to join its ranks, embrace other subjects, in addition to those in which the knowledge of candidates is tested, and in the case of those who contemplate entering into articles of clerkship, as ten years clerks, under the provisions of the 4th section of the Solicitors' Act of 1860, we think, in many cases, the judges are too favourably disposed towards applicants seeking a dispensation of the requirements of the rules under sect. 8, which wisely provided that an examination in general knowledge may be required either before articles or before admission. We cannot think that it was ever in contemplation by the Legislature that gentlemen article under sect. 4, as above, should enjoy exemption from the requirements contemplated by sect. 8. Yet the practice is becoming universal to excuse such aspirants for the Profession, sometimes in part, more frequently entirely, from passing this examination.

NOTES OF NEW DECISIONS.

WILL—EXECUTION—FOOT OR END—OBILITERATION.—Testator left a will and codicil. The attestation clause of the will was at the end of the fifth sheet, and the signature and attestation clause of the codicil were on a separate sheet, but fastened to it by a string. Both in the will and codicil there were passages over which strips of paper had been pasted, and words had been written over them. The court held that both will and codicil were duly executed; and as there was no evidence that the words written on the strips of paper were there at the time of the execution, it ordered that they should be included in the probate. With regard to the will, the court declined to order the strips of paper to be removed; but, with regard to the codicil, where the name of the legatee had been untouched, but the amount of the legacy altered, it held that the doctrine of dependent relative revocation applied, and ordered the strips to be removed; (*In the goods of Horsford*, 31 L. T. Rep. N. S. 553. Prob.)

DEMURRER—ADMINISTRATION SUIT—MULTI-FARIOUSNESS.—A. died intestate, leaving his two infant daughters his sole next of kin. His widow administered, and assigned a share in a partnership business which she took, as her husband's administratrix, to A. and B. upon trust, out of the profits, or if necessary, out of the proceeds of the sale thereof, under a power thereby given to them, to pay the intestate's debts, and to stand possessed of the surplus in trust for the widow. The widow then married again, and by her marriage assigned the share in the partnership to A. and B. upon certain trusts. The bill prayed that the rights and interests of the parties might be ascertained; that the testator's real and personal estate might be administered, and the trusts of a settlement made on his marriage performed; and for the appointment of a guardian; and for an allowance for maintenance. A. and B. were made defendants to the suit. A demurrer by A. and B. for multifariousness overruled; (*Coates v. Legard*, 31 L. T. Rep. N. S. 625. Rolls.)

WILL—SPECIFIC LEGACY—ADEMPTION.—By A.'s marriage settlement funds were settled to her separate use for life, with restraint on anticipation and with power to her, in events which happened, to appoint by will. By her will she bequeathed specific parts of the funds to a charity. After the date of her will the trustee of the settle-

ment, with her consent, sold out the stock and advanced part of the proceeds to A. and her husband. The husband died, and A. by a codicil appointed that all the funds, subject to the settlement, should be held upon trust to indemnify the trustee in respect of the amount he had advanced to her and her husband, and confirmed her will. Held, that as A. was, during coverture, incapable of consenting, there had been no ademption of the bequest to the charity, but that after her husband's death she had adopted the breach of trust, and that the bequest was, therefore, decreased by the amount of the advances: (*Re Vichen's Settlement*, 31 L. T. Rep. N. S. 642. 7 C. M.)

ATTACHMENT—DEBTORS' ACT 1869, s. 4, EXCEPTION 3—CO-EXECUTOR—BREACH OF TRUST.—The court has no discretion to refuse an application for leave to issue a writ of attachment against a person making default in payment of money in a case falling within exception 3 of sect. 4 of the Debtors' Act 1869: (*Evans v. Bear*, 31 L. T. Rep. N. S. 625. Rolls.)

WILL—REAL ESTATE—IMPLIED REVOCATION BY SUBSEQUENT WILL—DEVISE UPON SECRET TRUST.—A testator made a will, devising his real estate to his wife absolutely; afterwards he executed another will giving his real estate to trustees upon trust after his wife's death for the Bristol General Hospital, and he devised to his trustees all the residue of his real estate, and the proceeds thereof, which by any law to the contrary might not by that will pass to the said hospital, fully relying upon my said trustees to carry out my wishes and desires." The gift to the hospital was void, and the trustees claimed to take the real estate beneficially under the ultimate gift. The court held that they did not take beneficially. The question then arose as to whether the first will was revoked by the second. Held, that the first will was revoked by the devise in the second, notwithstanding that these devises were invalid: (*Baker v. Story*, 31 L. T. Rep. N. S. 631. Rolls.)

WILL—CONSTRUCTION—GIFT TO GRANDCHILDREN—PER CAPITA AND NOT PER STIRPES.—A testator gave all the residue of his estate not by his sons and daughters A. B., and to the children of C. deceased and the children of D. deceased, to be divided amongst them in equal shares. Held, that the children of his deceased daughters C. and D. took *per capita* and not *per stirpes*: (*Payne v. Webb*, 31 L. T. Rep. N. S. 637. C. M.)

GRANT OF LAND—RESERVATION OF MINES—INJURY TO SURFACE—COMPENSATION—INJUNCTION.—William Stott, the predecessor in title of the defendants, by an indenture dated the 31st day of Dec. 1861, conveyed a piece of land to a company from which the plaintiff took, with the following exception and reservation: "Except and always reserved out of these presents and the direction, appointment, grant, and conveyance hereby made unto the said William Stott, his appointees, heirs, and assigns, all mines, veins, and seams of coal, cannel, and ironstone, and other mines and minerals, lying within or under the said piece of land hereby appointed, granted, and conveyed, or any part or parts thereof respectively with full liberty, power, and authority, for the said William Stott, his appointees, heirs, and assigns, and his, their, or any of their lessees, agents, and workmen, and every or any other person or persons, by his, their, or any of their, order or permission, at any time or times, and from time to time to search for, get, win, take, cart and carry away the same, and sell or convert to his, their own use the said excepted mines, veins, and seams of coal, cannel, and ironstone, and other mines and minerals, or any of them, or any part or parts thereof at pleasure, and to do all things necessary for effectuating all or any of the foresaid purposes, but without entering upon the surface of the said premises, or any part thereof, so that compensation in money be made by him or them, for all damage that shall be done to the erections on the said plot by the exercise of any of the said excepted liberties, or in consequence thereof." The deed also contained covenants by the company for erecting and maintaining a cotton mill on the piece of land. On a bill to restrain the defendants from working the minerals under the piece of land in such a manner as to cause an injury to the plaintiff, Held, on the construction of the grant, that it was intended that the grantor should reserve the right to work the minerals, although such workings should injure and damage the buildings erected on the surface of the land, the grantee being entitled to compensation only, and the bill was dismissed with costs, without prejudice to an action at law for damages: (*Aspden v. Liddon*, 31 L. T. Rep. N. S. 626. Rolls.)

CREDITOR'S SUIT—INTEREST ON DEBT—COMING IN AND PROVING UNDER DECREE—GENERAL ORDER 46 (AUG. 1841)—CONSOLIDATED ORDER XLII, RULE 10.—A creditor who obtains an administration decree, and proves his debt, does in under the decree. In order to entitle him to interest on his debt, under Consolidated Order

XLII, Rule 10, there must be a concurrence of going in and proving his debt since the date of the order: (*Wheeler v. Gill*, 31 L. T. Rep. N. S. 641. V. C. M.)

IMPLIED POWER OF SALE IN A WILL—FOR PAYMENT OF DEBTS, LEGACIES, &c.—FOR PURPOSES OF DIVISION AMONGST RESIDUARY LEGATEES—COSTS OF A SPECIAL CASE.—Trustees, as vendors, are not bound to state whether there exist any debts which make a sale necessary. A testator gave and devised all his freehold and copyhold estate to trustees "upon trusts therein after declared," together with all his personal estate, and directed them to set apart, out of the proceeds arising from the sale of his estate a certain sum to provide for annuities, and gave the residue, "after payment of debts, legacies, &c.," to the children of several nephews and nieces in equal shares and proportions. Held, that a good title could be made under the implied power of sale for payment of debts, legacies, &c., and under a power of sale for purposes of division amongst residuary legatees; and that the vendors were not bound to state whether there existed any debts which make a sale necessary. Costs of a special case held payable by defendant: (*Flux v. Best*, 31 L. T. Rep. N. S. 645. V. C. B.)

SPECIFIC PERFORMANCE—REQUEST TO HOUSE AGENT TO PURCHASE—SALE BY HOUSE AGENT—AUTHORITY OF HOUSE AGENT TO SELL.—A, instructed a house agent to find him a purchaser for two houses, and to insert an advertisement in his monthly circular that the houses were for sale at a given price. Nearly eighteen months afterwards the agent, without further instructions, entered into a contract for the sale of the houses, receiving a deposit, but making no proper stipulations as to title. A refused to acknowledge the contract, and the purchaser filed a bill for specific performance. Held, that it was not such a contract as the court would enforce, and that the agent had no authority to make the contract: (*Hamer v. Sharp*, 31 L. T. Rep. N. S. 643. V. C. H.)

PRACTICE—SERVICE OF PETITION UPON RESPONDENT OUT OF THE JURISDICTION—10 & 11 VICT. c. 96.—A petition may be served upon a respondent out of the jurisdiction, but such service must be personal and strictly proved: (*Re John Haney*, 31 L. T. Rep. N. S. 645. V. C. B.)

MANDATORY INJUNCTION—FARMING COVENANT—WASTE.—A lease of a plot of moor land was granted to a lessee who covenanted to bring the same into cultivation within five years from the date of the lease, according to the most approved method of husbandry pursued in the neighbourhood of the premises, and to keep the same in good farming and husbandrylike condition. The former covenant was not performed by the lessee, and thirty years afterwards his assignee converted the land into a place of amusement, and constructed a running path thereon, and charged for admission thereto. The lessor filed the present bill to have the covenants of the lease performed, and for an injunction to restrain the defendant, the present holder of the lease, from using the land as a place of public amusement. Held, that the land not having been brought into cultivation under the first covenant, there could have been no breach of the second to keep it in cultivation. *Semble*, if there had been a breach of the latter covenant, it was not such a one as the court would enforce by mandatory injunction: (*Musgrave v. Horner*, 31 L. T. Rep. N. S. 632. Rolls.)

PURCHASER FOR VALUE WITHOUT NOTICE—MORTGAGE—RE-CONVEYANCE OBTAINED BY FRAUD—LEGAL ESTATE BY ESTOPPEL—DELIVERY OF TITLE DEEDS—SALE OR FORECLOSURE.—In 1856, H. and C., being trustees of a certain settlement, lent £7700 of the trust moneys to S. upon the security of a mortgage in fee simple of certain hereditaments. The mortgage was negotiated by C., who was a solicitor, and had for some time been engaged in various transactions for S., and who acted for him professionally. The business of the trust, including the payment of the income to the tenant for life, was carried on by C., no active part being taken by H., who was a clergyman, and who was frequently absent abroad for his health. In 1859, S., with the knowledge and assent of C., but without the knowledge of H., sold portions of the mortgaged property to L. and others for £3080. Upon this sale all notice of the mortgage was suppressed. C. acted as solicitor for S. on this occasion also, and on the completion of the sale delivered such of the title deeds as related exclusively to the property sold to the purchasers. The purchase money was paid to C., who gave S. a receipt "for self and co-trustee," promising to obtain H.'s execution of a reconveyance on his return from abroad. In 1870, S., who was aware that C. had misapplied the £3080, contracted to sell another portion of the mortgaged property to P. for £1500, and on that occasion C. represented to H., who then heard of it for the first time, that S. had sold part of the mortgaged property for £3080, and had contracted for the sale of another part for £1500, and was

desirous of having such parts reconveyed to him upon payment of those sums in part discharge of the mortgage debt. Two deeds were accordingly executed by H. and C., the one being a conveyance by H. and C., by the direction of S., to P., in consideration of £1500, and the other a reconveyance to S., in consideration of an alleged payment of £3080, of the portions already sold in 1859, to enable S. to convey them to the respective purchasers. Upon receiving the reconveyance, S. executed the conveyance and completed the sale to P., and the £1500 was handed over to C., who shortly afterwards absconded, taking with him the mortgage deed and all the deeds relating to the trust. Upon a bill filed by H. against C., S., and the several purchasers: Held, that H. was entitled to have the reconveyance cancelled as having been obtained by fraud, and that S. was liable to make good to him the £3080 and the £1500. Held also that the bill, as against P., must be dismissed with costs, inasmuch as he was a purchaser for value without notice of H.'s mortgage, and had the legal estate. Held also, that L. and the other purchasers in 1859 had no legal estate, inasmuch as the recitals in their conveyances not positively averring that S. was seized of the legal estate in fee, created no estoppel for the purpose of making the legal estate pass; that the covenants for further assurance by S. in their conveyances only extended to estates or interests honestly acquired, and that H. was entitled to a decree of foreclosure against them. But held, that, as L. and the other purchasers in 1859 were purchasers for value without notice and had the title deeds in their possession, they could not be ordered to deliver up the deeds, and, that being so, the court would not decree a sale, but simply a foreclosure against them. Decree of Bacon, V.C., varied: (*Heath v. Crealock*, 31 L. T. Rep. N. S. 650. Chan.)

MARRIAGE—CELEBRATION IN FOREIGN COUNTRY—PERSONAL DISQUALIFICATION TO CONTRACT—MARRIAGE ACT, 13 & 13 VICT. c. 68.—O., an English Protestant, went through a form of marriage with V., an Armenian Protestant Christian at Teheran, she being pregnant at the time. By the Persian law Christian marriages are recognised, if valid according to the religious denomination of the parties. By the Armenian Church law a woman cannot marry while in a state of pregnancy. The Armenian priests having refused to marry the parties, a Roman Catholic priest performed the ceremony according to the rites of the Romish Church, he having obtained a special licence to do so, on the ground that V. was a Roman Catholic and O. a Protestant: Held, that as by the law of the country where the solemnisation took place the marriage was invalid, and, as the forms prescribed by 12 & 13 Vict. c. 68, had not been complied with, there was no marriage: (*Re Alison's Trusts*, 31 L. T. Rep. N. S. 638. V. C. M.)

CUSTOMS ANNUITY AND BENEVOLENT FUND—CONSTRUCTION OF ACT AND RULES.—A subscriber to the Customs Annuity and Benevolent Fund—established by 56 Geo. 3, c. 73, constituting a fund in the nature of an insurance fund, out of which a sum becomes payable on the death of a subscriber, according to rules made under the authority of the Act, under which one-third goes to the widow of the subscriber, and the remainder to his children, relatives, or appointees, other than relatives, nominated with the consent of the directors—appointed part of the fund to which he would be entitled on his death to the trustees of a life insurance society by way of mortgage. The subscriber's family disputed the validity of the appointment, but it having been decided to be valid, succession duty was claimed by the Crown at the rate of 10 per cent. Held, that the part of the fund which was payable to the life insurance office was not liable to succession duty: (*Re Maclean's Trusts* (31 L. T. Rep. N. S. 633. Rolls.)

SUIT FOR RESTITUTION—WIFE'S CONDUCT DURING HER MARRIED LIFE—PLEADINGS.—In a suit by the wife for restitution of conjugal rights, the husband, in his answer, pleaded that during cohabitation the wife had neglected and refused to discharge her domestic duties, and had endeavoured to provoke him to strike her; also that the separation had occurred by mutual consent. Held, on motion to strike out these paragraphs as irrelevant, that they were material to the issue, and ought not to be struck out: (*Woodey v. Woodey*, 31 L. T. Rep. N. S. 647. Div.)

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

PAYEE (Thomas) Gresham House, London, Esq., and Balfour William, Old Broad Street, London, Esq., 22 & 23, Three Per Cent. Annuities. Claimant, said Thomas Paine, the survivor.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

MUTUAL SOCIETY TRUST FUND.—Petition for to be heard Jan. 29, before V.C.M.

EUPION FUEL AND GAS COMPANY (LIMITED).—Creditors to send in by Feb. 27 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any) to James Cooper, Coleman-street-buildings, London, the official liquidator of the said company, at 10, at the chambers of V. C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

FOREIGN AND COLONIAL GAS COMPANY (LIMITED). Creditors to send in by Feb. 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to R. Fletcher, 2, Moorgate-street, London, the official assignee of the said company, Feb. 15; at the chambers of V. C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

MOORWOOD MOOR COAL IRONSTONE AND FIRECLAY COMPANY (LIMITED). Creditors to send in by Feb. 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to John Thornton, Nottingham, the official liquidator of the said company, Feb. 15; at the chambers of V. C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

SOUTHAL, EALING, AND SHEPHERD'S BUSH TRAM RAILWAY COMPANY (LIMITED).—Creditors to send in by Feb. 12 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to J. Cooper, 3, Coleman-street-buildings, London, the official liquidator of the said company, Feb. 15; at the chambers of the M. B., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ACHOLIS (Henry W.), Whatcroft Hall, near Norwich, Chert. and Blackfriars-street, Manchester, merchant, March 15; Wm. Cobbett, solicitor, 31, Brown-street, Manchester, March 22; V. C. M., at twelve o'clock.

BEARBLOCK (Elizabeth), Ryde, Isle of Wight, spinster, Feb. 8; H. S. Haynes, solicitor, Romford, Essex, Feb. 15; V. C. M., at twelve o'clock.

BELL (John), Aspatia, Cumberland, spirit merchant, Feb. 15; Hayton and Simpson, solicitors, Cockermouth, March 1; V. C. B., at twelve o'clock.

BERRY (John), New Bank, Northwram, Halifax, York, ironfounder, Feb. 15; Adam C. Foster, solicitor, Halifax, York, March 1; M. R., at eleven o'clock.

GOIR (Joseph), Haybridge, Essex, merchant, Feb. 15; G. E. Digby, solicitor, Maldon, Essex, March 1; M. R., at eleven o'clock.

GREENSILL (Ann), Minehead, Somerset, widow, Feb. 15; Warden and Ponsford, solicitors, Bardon, March 1; V. C. M., at twelve o'clock.

HARVEY (John), Chase Side, Winchmore-hill, Middlesex, coal proprietor, Feb. 15; Lewis W. Gregory, solicitor, 15, King-street, Cheshire, London, March 1; M. R., at eleven o'clock.

MEYER (Philip H.), Standon, Essex, Esq. Feb. 27; W. C. Metcalfe, solicitor, Epping, March 10; V. C. H., at twelve o'clock.

MALYON (Wm.), Bearman's Farm, Margaretting, Essex, farmer, Esq. J. B. Arthy, solicitor, Chelmsford, Feb. 23; V. C. B., at twelve o'clock.

ROGERS (Ann), Dover-place, New Kent-road, Surrey, widow, Feb. 9; G. Webb, solicitor, 3, Crossby-square, London, Feb. 17; V. C. M. at twelve o'clock.

SALTMARSH (Geo. T.), 170A, Holloway-road, Islington, M. D. glass, brewer, Feb. 2; T. G. Bullen, solicitor, 49, Chancery, London, Feb. 9; V. C. B., at twelve o'clock.

SHUCKFORD (Jas.), Feltham, Middlesex and Clifton Brewery, Clifton-street, Wandsworth-road, Surrey, brewer, Jan. 30; R. J. Pead, solicitor, 23, Parliament-street, Westminster, London, Feb. 15; M. R., at half-past eleven o'clock.

STEELE (Matthew F.), Newcastle-under-Lyme, a major in H. M.'s Army, Feb. 20; B. F. Watson, solicitor, 1, Lincoln's-inn-fields, London, Feb. 27; V. C. H., at twelve o'clock.

TORRES (Esther S.), formerly of 39, Nottingham place, Regent's-park, late of 20, Cathcart-road, Redcliffe-gardens, Middlesex, widow, March 1; Wm. Jas. Farrer, solicitor, 66, Lincoln's-inn-fields, London, March 10; V. C. M., at twelve o'clock.

WILLS (Elizabeth U.), late of The Elms, Chalfont St. Peter, Buckingham, at the time of her death residing at 29, Grand Rue, Boulogne-sur-Mer, France, widow, Feb. 15; A. Saunders, solicitor, 16, Philpot-lane, London, March 1; M. R., at half-past eleven o'clock.

WILLS (Godfrey), The Elms, Chalfont St. Peter, Bucks, Esq. Feb. 23; A. Saunders, solicitor, 16, Philpot-lane, March 1; M. R., at half-past eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ABBOTT (Samuel), 3, Claremont-place, Stapleton-road, Bristol, gentleman, March 23; Wm. Plummer, solicitor, Bristol Chambers, New Street, Bristol.

ADAM (John), formerly of Pudding-lane, London, late of Battersea-rise, Surrey, broker, March 1; Hollams and Co., solicitors, Mincing-lane, London.

BARLOW (Edward), Bury, ink-keeper, March 1; George Whitehead and Co., solicitors, 16, Bolton-street, Bury.

BLANCHARD (Elena J.), Grove House, Hampton, Middlesex, widow, March 1; J. B. Bailey and Sons, solicitors, 3, Bank-buildings, London.

BLYTH (Jas.), formerly of Ray Cottage, Maidenhead, Berks, Esq. March 15; W. Rye, solicitor, 16, Golden-square, London.

CAMPBELL (Major Geo. R.), 1, Overstone-road, Hammersmith, Middlesex, Feb. 28; Harting and Sons, solicitors, 24, Lincoln's-inn-fields, London.

CARNEY (Jas.), Rose and Crown Tavern, Church-street, Edmonton, Middlesex, and 3, Dobbin-street, Armagh, Ulster, Ireland, gentleman, March 1; J. W. Proudfoot, solicitor, 24, John-street, Bedford-row, London.

COLES (Chas. B.), formerly of Alpha-place, London, late of Cité Orléans, Paris, Esq. March 1; J. Burn, solicitor, 16, Gresham-street, London.

COLOUGHOUX (Archibald), Campsie Cottage, Forest Gate, Essex, gentleman, March 1; Messrs. Hillery, solicitors, 5, Fenchurch-buildings, London.

DAVENPORT (Edward G.), M.P., 28, Lancaster-gate, Hyde-park, Middlesex, and Tregenna Castle, St. Ives, Cornwall, Esq. March 1; J. N. Mason, solicitor, 7, Gresham-street, London.

DILLON (Elizabeth), 9, Tyndale-place, Islington, Middlesex, spinster, March 1; S. W. Johnson, solicitor, 3, Gray's-inn-square, London.

DUPPA (Baldwin F.), Hollingsbourne House, Hollingsbourne, near Maidstone, Esq. March 2; Meynell and Pemberton, solicitors, 20, Whitehall-place, London.

DUTTON (Jas.), 2, Chertsey-place, Hammersmith, Middlesex, surgeon, Feb. 27; T. J. Bailey and Sons, solicitors, 48, Leman-street Goodman's-fields, Middlesex, London.

EDWARDS (Chas. T.), Upper Clapton, Middlesex, Esq. March 31; Sheffield and Sons, solicitors, 52, Lime-street, London.

EDWARDSON (Robert C.), Brownlow-hill, Liverpool, chandler, April 31; Whitley and Maddock, solicitors, 6, Water-street, Liverpool.

FARMER (Mary B.), Montpelier-terrace, Cheltenham, widow, Feb. 15; A. D. G. Palmer, solicitor, Essex House, Cheltenham.

FRASER, John, 1, Nassau-place, Commercial-road, Middlesex, boot manufacturer, Feb. 5; Morris and Co., solicitors, Elmbury-circus, London.

GOODMAN, Thos., Fredrick-road, Edgbaston, near Birmingham, gentleman, Feb. 1; Saunders and Bradbury, solicitors, Temple-row, Birmingham.

GRAY, Charlotte, St. Mary Church, Devonshire, widow, March 13; Allan B. Bone and Son, solicitors, 23, Ker-street, Devonport.

GWYNNE, Arthur, 19, Dixon-street, Limehouse, Middlesex, commercial, Feb. 1; W. R. Brooks, solicitor, 80, Cornhill, London.

HEAD, Caroline, Shalford, Surrey, widow, March 12; Blackmore and Son, solicitors, Alresford, Hants.

HODGE (Henry S.), formerly of Sutton Hall, York, late of Laurel Villa, St. Helen's Down, near Hastings, Esq. Feb. 20; C. Davenport Jones, solicitor, 1, Harold-place, Hastings.

HUGHES (John W.), heretofore of Gloucester, late of Cheltenham, Esq. March 1; Babb and Co., solicitors, Clarence-street, Cheltenham.

JERNINGHAM (Hon. Francis H. J. S.), Costessey, Norfolk, March 1; Few and Co., solicitors, 2, Henrietta-street, Covent Garden, London.

KAY (Thos.), Upper Rulse Hill House, Surrey, Esq. March 8; Bell, Broderick, and Gray, solicitors, 9, Bow Church-yard, Cheshire, London.

KIDD (David), Lea Lodge, Leyton, Essex, and 134, Fleet-street, London, and of Glentarnie Woodhouse Peebles, N.B., wholesale stationer, March 1; Farrar and Farrar, solicitors, 2, Wardrobe-place, Doctor's Commons, London.

KINGSTON (Wm.), Baltonsborough, Somerset, yeoman, March 1; H. Dyne, solicitor, Bruton, Somerset.

KLOCKMANN (Adolph M. C.), 30, Norfolk-street, Park-lane, and 9, Austin Friars, London, Esq. March 25; Druce and Co., solicitors, 10, Billiter square, London.

LENNARD (Captain Chas. E. B.), 7, Lewes-crescent, Brighton, March 1; Western and Sons, solicitors, 35, Essex-street, Strand, London.

LEWIS (Adolphus J.), 154, Seven Sisters-road, Holloway, Middlesex, and of Swan-buildings, Moorvale-street, London, printer and publisher, Feb. 27; Talbot and Tasker, solicitors, 47, Bedford-row, London.

LOGIE (Wm. D.), Manor Cottage, Bromley Hall, Bromley, Middlesex, March 15; D. W. Logie, solicitor, 22, Sutherland-gardens, Westbourne-park, London.

MANSSEL (Rawleigh A.), Swan-eak, Glamorgan, Esq. Feb. 15; Charles Norton, solicitor, Swansea.

MARTIN (Sir James R.), C.B., 37, Upper Brook-street, Grosvenor-square, Middlesex, March 31; Chantrell and Co., solicitors, 63, Lincoln's-inn-fields, London.

MAXWELL (Robert), Barabey, Algburgh, and 30, Brunswick-street, Liverpool, merchant, Jan. 28; Thomas Maxwell, 23, Brunswick-street, Liverpool.

MILTS (Elizabeth), 11, Medina-villas, Dalston, Middlesex, widow, Jan. 30; Mills and Lockyer, solicitors, 2, Brunswick-place, City-road, London.

MULLENS (Wm. H.), formerly of Marine Parade, Brighton, Sussex, late of Grove-villas, Teddington, Middlesex, Esq. March 1; Loesch, solicitors, 26, Martin's-lane, Cannon-street, London.

NICHOLSON (Jas.), 197 and 199, High-street, Camden Town, Middlesex, and 52, Hilldrop, Fox, Camden-road, Middlesex, linen-draper, April 16; Tidy and Co., solicitors, 27, Saville-street, Piccadilly, Middlesex.

NEWMAN (Chas.), Church Farm, Harlington, Middlesex, auctioneer and estate agent, Feb. 31; Woods, Paterson, and Garner, solicitors, Uxbridge.

PALMER (Jos. N.), 52, Hamilton-terrace, St. John's Wood, Middlesex, and 22, Leventhall-street, London, March 1; Vallance and Vallance, solicitors, 20, Essex-street, Strand, London.

PALMER (Rev. Richard), Purley and Holme Park, Sonning, Berks, Feb. 20; J. L. Roberts, solicitor, Wokingham.

PARKER (Chas. P.), late of Ingersoll, Oxford, Ontario, Canada, and formerly of Ferryside, Caermarthen, gentleman, March 31; Nicholson and Co., solicitors, 48, Lime-street, London.

PHILLIPS (Philip), 52, Duchess-road, Edgbaston, Birmingham, Feb. 15; W. H. Griffin, solicitor, 36, Bennett's Hill, Birmingham.

RAINFORD (Edward), Belle Vue, New Hinksey, near Oxford, gentleman, Feb. 27; G. Bewick, solicitor, 10, Bedford-row, London.

REVES (George), 3, 4, and 5, Pope's Head-alley, London licensed victualler, March 1; Plews and Irvine, solicitors, 31, Mark-lane, London.

ROCKLEY (John), Fogg's Head, Bolsterstone, Ecclesfield, York, farmer, March 1; Rodgers, Thomas, and Swift, solicitors, Bank-street, Sheffield.

SAVAGE (Sarah C.), St. Leonards, West Malling, near Maidstone, widow, March 2; Meynell and Pemberton, solicitors, 20, Whitehall-place, London.

SELBY (Richard), Elephant and Castle Hotel, Newtown, Montgomery, hotel proprietor, March 25; Woosman and Talbot, solicitor, Newtown.

SNAW (John), Mansfield, Notts, plumber and glazier, Feb. 15; John Hemstock, provision dealer, Mansfield.

SPRAGGETT (John), The Queen, Banbury, Oxford, gentleman, Feb. 6; F. R. Welchman, solicitor, Southam, Warwickshire.

STEVENS (John), Hampton Lodge, Kentish Town, Middlesex, Esq. March 1; Stevens and Co., solicitors, Gray's-inn-chambers, London.

SWAIN (Thos.), New Hall-street, Birmingham, surgeon, Feb. 28; S. Goodbehere, solicitor, 11, Temple-row, Birmingham.

TOZER (Richard), Topsham, Devon, gentleman, March 1; Geare, Tozer and Geare, solicitors, Exeter.

VICKERS (Chas.), Wormstall, near Newbury, Berks, Esq. March 1; Sewell and Edwards, solicitors, Gresham House, Old Broad-street, London.

VIPOND (John), Cwmavon House, Llanover Upper, Monmouth, Esq. March 20; Greenway and Bythway, solicitors, Banbury-road, Pontypool, Monmouth.

WHITE (Edw.), Basingstoke, Southampton, timber and coal merchant, Feb. 20; Lamb and Brooks, solicitors, Basingstoke.

WILLIAMS (Mary A. H.), Apsley House, Weston, near Bath, widow, March 25; Rees, Morgs, Son, and Davy, solicitors, Chiswell, Temple Clond.

MAGISTRATES' LAW.

SUFFOLK GENERAL QUARTER SESSIONS.

(Before B. B. HUNTER RODWELL, Esq., Q.C., M.P., Deputy Chairman, and other Justices.)

Tuesday, Jan. 12.

REG. v. CUTTING AND OTHERS.

Receiving stolen goods—Recent possession—Evidence for the jury.

THE prisoner Cutting was indicted together with two other persons, and the indictment charged them with stealing and receiving 320 yards of

cloth, the property of the Great Eastern Railway, in January 1874.

The property in question was consigned to the Great Eastern Railway in the month of January 1874, and addressed to consignees at Norwich. It was seen safely at Peterboro' en route for Norwich, but on arrival of the train at the latter place it was missing. On the 11th Nov. a police inspector in the employ of the railway company discovered a quantity of the cloth, identified beyond all doubt, in the house of the prisoner Cutting. It consisted of about 35 yards, and was wrapped round a flat piece of wood in the same manner as when it came from the consignors. Cutting gave no explanation whatever as to how he became possessed of it. Barber, another prisoner, was also found in possession of some of the cloth, and was apprehended some time after Cutting. Joseph Russell, the police inspector, conveyed Barber to the lock-up at Mildenhall, to which place Cutting had been remanded by the magistrates, and by his directions Cutting was sent for and placed in a room with Barber. The latter then made a statement which Inspector Russell took down in writing, and which was signed by Barber, and was to the effect that Cutting and his wife had given him the cloth which had been found in Barber's house. Cutting was entirely silent and made no reply whatever to Barber's statement. The other prisoner Baker was proved to have dealt with some of the cloth about a month after it was stolen. But Cutting was not shown to be connected with that portion of the stolen property at all.

Upon this evidence *Horace Browne* (who was instructed by *Walpole*, of Beyton), submitted that there was no case to go to the jury as far as Cutting was concerned, because the possession of the stolen property was not sufficiently recent to call upon him to account for it, and there was no other evidence against him whatever. Here the prisoner was found in possession of it after ten months, and it was property that would easily pass from hand to hand. In *Reg. v. Adams* (3 C. & P. 160), *Parke, B.*, had directed an acquittal where the only evidence was possession of certain tools three months after their loss; and *Maule, J.*, in *Reg. v. Cooper* (3 Car. & Kir. 313) held that six months' lapse of time after a horse had been stolen was too long to call upon the prisoner for his defence. So in *Reg. v. Harris* (8 Cox's Crim. Cas. 333) where a prisoner was indicted for stealing a sheep stolen in September, and found in possession of it in March following, *Channell, B.*, held that the possession was not sufficiently recent to put the prisoner on his defence.

The DEPUTY-CHAIRMAN said that all these cases were decided upon the principle that there was no other evidence against the accused but the possession.

Horace Browne challenged the prosecution to point out any other evidence in this case.

The DEPUTY-CHAIRMAN observed that the learned counsel seemed to overlook the statement made by Barber implicating Cutting.

Horace Browne remarked that that statement was only evidence against Barber, and would not affect Cutting.

The DEPUTY-CHAIRMAN agreed that the statement itself only affected Barber, but it was evidence for the jury to consider whether an innocent man would be likely to stand by and hear such an accusation and make no denial.

Horace Browne.—If that is held to be evidence to go to the jury, it comes to this, that a police officer can always make evidence in cases where the doctrine of recent possession would otherwise require an acquittal by putting one person who has confessed into the same room as the other person.

Sims Reeve (with him *Blofeld*, instructed by *E. Moore*, from the office of *W. H. Shaw*, solicitor to the company) for the prosecution, called attention to the fact as reported in *Archbold's Criminal Practice*, that the conduct or demeanour of a prisoner on being charged with a crime, or upon allusions being made to it, is frequently given in evidence against him.

The DEPUTY-CHAIRMAN said that upon that principle he should leave the case to the consideration of the jury.

Horace Browne cited *R. v. Appleby* (3 Stark 33), as being directly opposed to the contention of the prosecution. And *Reg. v. Turner* (1 Moody C. C. 347) was also in point. He hoped the chairman would reserve the point.

Some discussion ensued upon the application, *Sims Reeve* contending that he had the right to oppose the application to reserve the point, and the COURT having heard him in answer, refused to reserve it.

The prisoners were all convicted, and Cutting having been convicted on another indictment, was sentenced to two years' hard labour, Barber to eighteen months, and Baker to nine months.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover.....	Tuesday, Feb. 2.....	W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Banbury.....	Friday, April 2.....	A. S. Hill, Q.C., M.P., D.C.L.	10 days	D. P. Pellatt.
Berwick-on-Tweed	Saturday, Jan. 23.....	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Stamford.....	Wednesday, Jan. 27...	The Hon. E. C. Leigh.....	10 days	John Torkington.
Sudbury.....	Wednesday, Jan. 27...	Thomas H. Naylor, Esq.	14 days	Robert Ransom.
Wigan.....	Wednesday, Jan. 27...	Joseph Catterall, Esq.		Thomas Heald.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

LAW OF LOWER CANADA—DEVISE TO TRUSTEES FOR A NON-EXISTENT CORPORATION—MORTMAIN—EDICT OF 1743—CIVIL CODE ARTS. 366, 831, 836, 838, 869.—The Civil Code is the primary source from which the law of Lower Canada is now to be drawn, and when that Code contains rules on any subject complete in themselves, they alone are binding, and the pre-existing law can properly be referred to only to elucidate their meaning in cases of doubtful construction; but when the Code is silent on any subject inquiry is permissible into the old law, and it becomes a question of construction how much of it remains in force. A testator left the bulk of his property to trustees to found a public library and museum, and by his will directed them to obtain a charter of incorporation: Held, (reversing the judgment of the court below), that (1) The 2nd article of the Edict of 1743, prohibiting gifts by will to found a corporation, is abrogated by the Code; (2) A devise of property to trustees to pass from them to a corporation lawfully created, with permission to possess it, is not within the sections of the Code relating to mortmain; (3) A devise to trustees in trust for a society which has not yet come into existence at the date of the testator's death does not lapse; and consequently that the bequest was valid. *Attorney-General v. Bowyer* (3 Ves. 724), and *Des Rivières v. Richardson* (Stuart's Can. Rep. 218), approved; (*Abbott v. Fraser*, 31 L. T. Rep. N. S. 596. Priv. Co.)

TRANSFER OF STOCK INTO JOINT NAMES—SURVIVORSHIP.—A widow transferred stock previously standing in the names of herself and her deceased husband into the joint names of herself, her married daughter, and the daughter's husband. The dividends on the stock were at first received by the widow, and afterwards by the son-in-law. The daughter died, and then the widow died, leaving the son-in-law surviving her. Held, that the transfer was intended to create a beneficial interest in all the three persons into whose names the stock was transferred, and consequently, that the son-in-law took by survivorship: (*Batstone v. Salter*, 31 L. T. Rep. N. S. 600. V. C. H.)

MUNICIPAL LAW.

THE MANCHESTER MUNICIPAL ELECTION PETITION.

Jan. 12, 13, and 14, 1875.

(Before THOMAS WILLIAM SAUNDERS, Esq., the Election Barrister.)

Re THE COLLEGIATE WARD ELECTION; GARVEY AND OTHERS (petitioners) v. THOMAS PEEL (respondent).

Burgess qualified in several wards—Selection of ward.

A burgess who is on the burgess roll in respect of qualification in different wards, is entitled to vote in any one of such wards that he may select, but having voted in any one of such wards he thereby makes his selection, and he cannot, so long as the same burgess roll remains in operation, vote in any other ward.

Several burgesses who were on the burgess roll for qualification in wards A. and B. voted on the 2nd Nov. in ward A.; and an election afterwards taking place in ward B. on the 20th of the same month, they voted in such last named ward.

Held, that such votes were illegal, and upon a scrutiny they were struck off.

THIS was a petition presented by certain burgesses of the city and borough of Manchester against the return of the respondent as councillor of the collegiate ward, and claiming the seat for one Richard Simister.

It appeared that the city and borough of Manchester is divided into several wards, one of which is called Cheetham ward and another the Collegiate ward. At the general municipal election on the 2nd Nov. last, there was a contest in each of these wards, and in consequence of one of the members for the Collegiate ward having, on the 10th of the same month, been elected an alderman, an election, as upon an extraordinary vacancy, took place in the said Collegiate ward on the 20th

following to supply the vacancy. Upon that occasion Mr. Thomas Peel, the present respondent, was a candidate, and Mr. Richard Simister was another, the former being declared duly elected by a majority of twelve votes, the numbers being respectively—Peel 920, Simister 908. The present petition against the return of Mr. Peel was subsequently filed, and the third allegation was as follows: "That divers persons whose names were at the time of the said election on the register of voters for the said Collegiate ward of the said city or borough, and also at the same time on the register of voters for other wards of the said city or borough in respect of separate and distinct premises therein, and who had previously and whilst such registers were in force, voted in such other wards of the said city or borough, voted at the said election contrary to the provisions of sect. 44 of the statute 5 & 6 Will. 4, c. 76.

Both the petitioners and the respondent filed particulars of persons whom they objected to upon the foregoing ground, the list of the petitioners, however, greatly exceeding in number that of the respondent.

Ambrose, Q.C. and Edge, for the petitioners, in opening their case, said it was desirable, as each party made the same objection, that the question of the validity of the votes of voters who had at the previous election voted in another ward, should at once be decided. They contended that by virtue of the provisions of sect. 44 of the 5 & 6 Will. 4, c. 76 (The Municipal Corporation Act) (a) a voter who has a qualification in more wards than one, and whose name appears in the burgess roll of such wards, though he has the privilege of selecting in respect of which of the wards he will vote, yet, when by voting in any one of such wards he has made his selection, he cannot, during the continuance of such burgess roll vote in any other ward. In support of this argument the following cases were cited—*Reg. v. Tugwell* (L. Rep. 7 Q. B. 704), *Reg. v. Cambridge* (1 Ell. & Ell. 210), *Reg. v. Harrold* (L. Rep. 8 Q. B. 418), *Reg. v. Morton* (4 Q. B. 146), *Stowe v. Jolliffe* (43 L. J. 173, C. P.)

Jordan and Blair, for the respondent, contended that, although a voter who is qualified in more wards than one cannot vote at the same election in several wards; yet, if the elections be at different times, there is nothing which prohibits him from so doing, and that none of the cases establish such a disqualification. That the selection which a voter makes, only has reference to concurrent elections in different wards, and that there is no solid reason why, if he is qualified and on the burgess roll for several wards, he should not at different times vote in each. They further contended that since the coming into operation of the Corrupt Practices (Municipal Elections) Act 1872, this objection cannot be taken, since it is enacted by sect. 10 that, "Subject to the provisions of this section, a register shall for all purposes be conclusive as to the right of the persons included therein to vote at an election for the purposes whereof such register is in force; but nothing in this section shall entitle any person to vote who is by any Act or law prohibited from voting at an election on the ground of any disqualification by office or disability, nor shall relieve any such person from any penalty, liability, or punishment, to which he may by law be subject, by reason of his voting at an election." Being upon the register is to be taken as conclusive evidence of the right of the party to vote, unless disqualified, as it is contended the voters were not in the present instance.

His HONOUR said,—This is, no doubt, a very important question, both in its general principle and with reference to its application to the present petition; and after having heard the able arguments on either side, I have come to the conclusion that a person who has once voted in a particular ward has thereby made his selection, and cannot afterwards vote in another ward during the period that the same burgess roll is in operation; and I will give my reasons for so holding. The 44th section of the Municipal Corporation Act recognised that there may be several wards in a

(a) By this section it is enacted "that every burgess of any borough shall be entitled to vote in the election of the councillors and assessors to be chosen within that ward in which the property of such burgess for which he appears to be rated on the burgess roll for the time being of such borough shall appear to be situated, and not otherwise; and if any burgess shall be rated in respect of distinct premises in two or more wards, then he shall be entitled to be enrolled and to vote in such one of the said wards as he shall select, but not in more than one."

borough, and it enacts that "every burgess in any borough shall be entitled to vote in the election of the councillors to be chosen within that ward in which the property of such burgess for which he appears to be rated on the burgess roll for the time being of such borough shall appear to be situated and not otherwise." Then it goes on to provide for the case of a voter who may have a valid qualification in other wards, since there is nothing which prevents a burgess being in part qualified for any ward in the borough, since as we know it is not residence in the ward which confers the right of voting—though he must reside within a certain limit of the borough—but the occupation of a certain description of premises, such as a warehouse, counting house, shop, or other building, is sufficient. To meet that state of things the section proceeds to say that "if any burgess shall be rated in respect of distinct premises in two or more wards, then he shall be entitled to be enrolled, and to vote in such one of the said wards as he shall select, but not in more than one." The policy of this enactment is therefore that a burgess shall vote in the borough in respect of one set of premises or qualification only, but that he may select which he chooses. There may be political or other reasons why a burgess would select one ward in preference to another. There may be in a particular ward a preponderance of a political party, or of a party entertaining particular views with reference to the management of municipal affairs; one ward may be perfectly quiescent, there being no division of opinion, in another ward party feeling may run very high; and a burgess might like, perhaps, to be enrolled in that ward in which his vote would be of some influence. Therefore it is that the Legislature says that, as a burgess may happen to be qualified in more wards than one, he shall have the opportunity and right of selecting in which ward he will be enrolled and will vote. I cannot overlook the fact that there are the words, "shall be entitled to be enrolled," and then, as if to make this the more clear, the section says, "but not in more than one ward." Now, it is contended, on behalf of the respondent, that although if there be several elections going on at the same time, as during the general elections at the commencement of November, a burgess cannot vote in more than one ward, yet that if an election takes place upon another occasion a burgess is not bound by the selection he first made; so that if there is an election on the 1st November, and a burgess on that occasion votes in ward A, he will still be at liberty upon an election subsequently taking place in ward B, to vote in such ward if he has the requisite qualification, and that there is nothing in the Acts of Parliament to prohibit him from so doing. The effect of that argument would be this: Supposing that in ward A there were to be half a dozen elections in the course of the year, as indeed there may be from extraordinary vacancies arising from various causes, and there were to be a like number in ward B, the voter who is qualified in each might dodge about from A to B a dozen times, first voting in A, then in B, then again in A, and so on; or he might (if so qualified) vote in every ward in the course of the year. I do not think that the Legislature ever intended to sanction anything of that kind. I think that when it says that a burgess shall be entitled to be enrolled and to vote in one ward, it means that the burgess shall keep to that one ward during the existence of that burgess roll. Then the question arises, do the words used really carry out that intention? There is no doubt that the 44th section is in one particular rather loosely worded, for, although it provides that the burgess shall not be entitled to be enrolled for more than one ward, it does not provide very apt machinery for carrying that provision into effect. The section should have gone on and have stated in what way the burgess should be required to make his selection. In practice we usually find that the burgess is summoned or has notice to attend the revision, upon which he is required to make his selection; and if he does not make it, the mayor and revising assessors make it for him, and then his name appears but once upon the burgess roll; but if he is not summoned or has no notice to attend, and no selection is therefore made, his name, contrary to the object and purpose of the enactment, will remain upon the lists of all the wards in which he is qualified. But, notwithstanding his name may thus appear upon the burgess roll for various wards, I am, as I have before stated, clearly of opinion that his right of voting is confined to the ward in which he first votes, in which, in fact, he makes his selection, thereby virtually becoming enrolled for such ward. He has thereby made his selection, saying in effect, "I prefer this ward to any other." In the cases now under consideration it appears that at the general municipal election, which for the present year was held on the 2nd Nov. last, certain burgesses who were on the burgess roll for Cheetham ward, or some other ward, and also on the Collegiate ward, voted for a ward other than the Collegiate ward; and that

shortly after, an extraordinary vacancy having occurred in the Collegiate ward, an election was held for that ward on the 20th of the same month, and that some of the burgesses who, on the 2nd Nov. had voted in Cheetham ward, or in a ward other than the Collegiate ward, voted in the said Collegiate ward. This I hold they could not do. It appears to me that these burgesses had made their selection in the terms of the Act of Parliament by voting in other wards on the 2nd Nov., and had thereby precluded themselves from voting in any other ward. My attention, however, has been called to the 10th section of the Municipal Election (Corrupt Practices) Act 1872 (35 & 36 Vict. c. 60), which says that, "Subject to the provisions of the section, a register shall for all purposes be conclusive as to the right of the persons included therein to vote at an election for the purposes whereof such register is in force; but nothing in this section shall entitle any person to vote who is by any Act or law prohibited from voting at any election, on the ground of any disqualification by office or disability, nor shall relieve any such person from any penalty, liability, or punishment to which he may by law be subject, by reason of his voting at an election." Now, assuming that the voter in question is on the burgess roll, in respect of two qualifications in different wards, and that he has voted upon a previous occasion in a different ward from that in which he subsequently votes, is he brought within the terms of this enactment, which says that "nothing in this section shall entitle any person to vote who is, by any Act or law prohibited from voting, on the ground of any disqualification by office or disability?" I am of opinion that he has disabled himself from voting upon the second occasion by his having voted upon the first occasion. I think this was a disability. In fact, that having voted on the former occasion his power of voting in any ward except that ward was exhausted, and in this way he had become disabled from voting in the subsequent election for another ward; and this, by virtue of the 44th section of the 5 & 6 Will. 4, c. 76. Upon these grounds, independently of the cases which have been cited, which, though not decided upon precisely similar facts, all point to the same conclusion, I hold that a burgess who has once made his selection, and exercised his right of voting, by voting in fact in any particular ward, has for the twelvemonth, or so long as the burgess roll remains in force, disabled himself from voting in any other ward.

Re THE VOTE OF HENRY TODD.

If a canvasser be retained for payment or reward, it is immaterial by whom he is retained; the fact of his being so retained disqualifies him from voting.

HENRY TODD was a burgess on the burgess roll for the Collegiate ward, and voted on the occasion of the election on the 20th Nov. It appeared, however, that he had been retained as a paid canvasser for Mr. Simister, one of the candidates, but not by anyone who was proved to be a candidate or an agent for a candidate.

Ambrose contended that, as it was not shown that the voter was employed as a canvasser by a candidate or an agent, his vote was good.

His HONOUR.—It is not necessary, in order to disqualify a canvasser, that he should be retained either by the candidate or an agent. The last paragraph of sect. 7 of the 35 & 36 Vict. c. 60, says: "An agent or canvasser who is retained or employed for payment or reward for any of the purposes of an election shall not vote at the election," &c. It is, therefore, the being retained or employed for payment or reward which disqualifies, and, in my judgment, if he be so retained or employed, it matters not by whom.

Vote struck off.

Attorneys for the petitioners, Pritchard, Englefield, and Co., Painters' hall.

Attorneys for the respondent, Cooke and Talbot, Spring Gardens.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

SALE OF IRON—INSOLVENCY OF PURCHASER—COMMUNICATION OF INSOLVENCY TO SELLER.—Where goods are to be delivered by instalments, neither the insolvency of the purchaser, nor non-payment by him of the price of an instalment, nor both together, will entitle the seller to rescind the contract; but if the purchaser acquaint the seller with the fact of the insolvency, he must expressly insist upon the contract being performed, or he will justify the seller in rescinding it. On the 5th Feb. the defendants sold to the plaintiffs 200 tons of iron, to be delivered monthly at £5 per ton, to be paid in cash, or by bills at four months. On the 12th March the plaintiffs, who had in fact been insolvent at the time that

the contract was made, acquainted the defendants with the fact of their insolvency, and on the 16th March filed a petition for liquidation by arrangement. On the 5th April a meeting of the creditors of the plaintiffs was held, and a composition of 5s. in the pound accepted, the existence of the contract with the plaintiffs being mentioned at such meeting (at which the defendants were not represented), but no entry being made of it in the plaintiff's schedule of assets and liabilities. Neither before nor after the insolvency was there either delivery on the part of the defendants, nor demand on the part of the plaintiffs; but the course of dealing between the parties was, that the defendants should deliver without demand. On the 13th May (iron having risen in the market) the plaintiffs claimed delivery according to contract, offering to pay cash; and the defendants refusing to deliver, the plaintiffs sued them for non-delivery. Held, upon a special case stated by an arbitrator, that the defendants were entitled to judgment, inasmuch as the plaintiffs, while acquainting the defendants with the insolvency, had given no intimation of an intention that the contract should continue. *Ex parte Chalmers; Re Edwards* (28 L. T. Rep. N. S. 325) followed: (*Morgan and another v. Bain and another*, 31 L. T. Rep. N. S. 616. C. P.)

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

LAW OF LOWER CANADA—STATUS OF THE ROMAN CATHOLIC CHURCH—ECCLESIASTICAL PENALTIES—EXCOMMUNICATION—PROCEDURE BY MANDAMUS.—Under the Instrument of Cession of 1762, confirmed by the Treaty of 1763, and by Stat. 14 Geo. 3, c. 83, the Roman Catholic Church, as then existing in Lower Canada, though not "established" in the full sense of the term, is recognised by the State, and has certain rights enforceable at law which beget corresponding obligations, and may give rise to questions between the laity and clergy of a mixed spiritual and temporal character which can only be determined by the municipal courts. And therefore (1) It is not competent to a bishop to deprive a Roman Catholic subject of his rights by pronouncing against him *ex mero moto* ecclesiastical penalties; but, if the act be questioned, a court of justice has a right to inquire whether it was in accordance with the law and rules of the Church. (2) Words in the "Quebec Ritual," which imply a duty on the part of a curé to consult the ordinary as to the application of the law in doubtful cases, give no power to the ordinary to extend the law to cases beyond those specified in the "Ritual." (3) It is no answer to a writ of *mandamus* issued against a Roman Catholic curé that the act or omission complained of was done by the order of his ecclesiastical superior, unless he can show that such order was regularly issued by competent authority. The decrees of the Council of Trent never having been admitted in France to have effect *proprio vigore*, and France having expressly repudiated the decrees of the Congregation of the Index, such decrees can have no authority in Lower Canada unless it be shown that Her Majesty's Roman Catholic subjects in that country have consented, since the cession by France to England, to be bound by them. In a case in which the curé and churchwardens of a Roman Catholic parish in Lower Canada refused to give ecclesiastical burial to a parishioner on the ground that he was a member of a society which had been condemned by the bishop, Held (reversing the judgment of the court below), that they were not justified in so doing by the ecclesiastical law of Lower Canada, in the absence of a personal sentence of excommunication regularly passed against the deceased. The principles laid down in *Long v. The Bishop of Capetown* (1 Moo. N. S. 461), approved and followed. The procedure pointed out by Arts. 1023, 1024, and 1025 of the Code of Procedure for Lower Canada, though called a *mandamus*, is in fact a summons to answer a petition praying for an order upon the defendant to do certain specified acts, and therefore the applicant is not so strictly bound by the prayer of his petition as he is in England by the command contained in the first writ of *mandamus*, but the court may mould the order for the peremptory writ as the English court may mould the rule for a *mandamus*; and he may obtain relief in a more specific form than that for which he has prayed, provided it is within the scope of his prayer: (*Brown v. The Curé of the Parish of Montreal and others*, 31 L. T. Rep. N. S. 555. Priv. Co.)

CRYSTAL OIL.—Driver's is the best for the "Silber" "Doplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

COUNTY COURTS.

CHESTERFIELD COUNTY COURT.

Wednesday, Dec. 16, 1874.

(Before W. F. WOODFORD, Esq., Judge.)

Practice—Reference to arbitration.

A DISCUSSION arose in reference to a case in which two solicitors were concerned. Mr. Jones and Mr. Keeley, the solicitors referred to, had arranged that a case should be referred to the arbitration of Mr. Blockley, the high bailiff, it being a matter of account.

His HONOUR said they had no right to make any such arrangement without the consent of the court, and he should not give his consent.

Keeley said that arrangements of this sort being usual he had sent his witnesses home, and could not go on.

His HONOUR, however, reiterated that he should not allow the case to be referred, as very often these matters of account only turned upon a few items, and he was opposed to arbitration in such cases.

The usual adjournment having taken place, the matter was mentioned again after His Honour had given his consent to an arranged adjournment of a case in which Mr. Gee applied and Mr. Cutis assented to it.

Keeley applied again for an adjournment of his case.

His HONOUR replied that having learned from Mr. Wake (the registrar) that such arrangements of cases had been usual, he would adjourn the case, but it must be distinctly understood that he declined to allow it to be referred until he knew more about it. No references would be allowed unless with the consent of the court, and no solicitors must come to arrangements finally without laying the facts before the court. He was opposed to references as a rule, because the facts were generally in a small compass even in matters of account, and it saved expense to try them instead of referring.

Jones said the only object his friend and himself had was to save the time of the court.

His HONOUR.—Yes, but it must be understood arbitrations will be obtained from me with difficulty. In this particular case if Mr. Wake considers it a proper case to be referred I will give my consent, as I understand there are some other questions raised.

The question then dropped, but we may remark that the original decision of His Honour took the whole court by surprise.

MARYLEBONE COUNTY COURT.

(Before Mr. Serjeant WHEELER, LL.D., Judge.)

GREAT WESTERN RAILWAY COMPANY v. JOHNSON.

Railway Company—Conditions—Third class passengers.

THIS action was brought to recover the sum of 8s. 6d. for (as the particulars state) "an unpaid railway fare between Paddington and Stroud."

Scaris appeared for the plaintiffs;

Rees for the defendant.

His HONOUR.—The facts are these: On the 20th June the defendant, a solicitor and managing clerk in a London office, having occasion to meet a client at the station at Stroud or Gloucester, but not knowing at which he might be found, took a third class ticket from Paddington to Gloucester by the express train leaving London at 4.50 in the afternoon, and stopping, amongst other stations, at Stroud, where it is timed to arrive at 7.46, and due at Gloucester at 8.10. The defendant paid for his ticket 9s. 6d., which he says is in excess of the ordinary third class fare between London and Stroud. Upon reference to the company's time table for that month, it appears that the train in question is stated to be express (first and second class)—"Third class from London only to Gloucester and Cheltenham." Upon one side of the ticket are the words—"This ticket is issued on express condition that the purchaser may travel with it to the station named on the other side only. Should the purchaser use it or attempt to use it for any intermediate station the same shall become altogether forfeited and null and void, and the full third class fare to the station at which the same shall be used or attempted to be used, shall be paid by such purchaser, who shall be subject in all respects to the penalties imposed by the company's bye-laws, issued subject to the conditions stated in the company's time bills." On the other side of the ticket are the words, "Paddington to Gloucester *via* Swindon, parliamentary, third class." When the train arrived at Stroud the defendant's client was waiting for him, and the defendant thereupon alighted and presented to the ticket collector his Gloucester ticket, which the collector refused to accept, and informed the defendant that it was not available at that station and that he must pay the full third class fare from Paddington to Stroud, 8s. 6d. The defendant refused payment, and hence this action to

recover the amount. It appears that the company run daily between London and Stroud, except on Sundays, five trains, by which third class passengers are conveyed, and that by every train in the course of the day third class passengers are carried, and that third class passengers are carried by every train to someone or more of the company's stations. It further appears that it is the company's habit to accept third class tickets at any intermediate station except in the case of express trains, to which, as in this case, special conditions are attached, which special conditions are as has been shewn, referred to in the company's time tables, and stated at length on the face of the tickets. In the absence of any such express provision, tickets are received at any intermediate station. It ought also to be stated that within about half an hour from the time at which the train in question started from Paddington there was another out-train by which the defendant might have travelled as a third class passenger, and might have made his ticket available at an intermediate station without objection. Under these circumstances the company on the one hand assert, and the defendant denies, that the notice in the time tables and on the ticket, constitutes a contract binding upon both parties. The defendant says, moreover, that he neither read the notice in the time bills nor that on the ticket, and that whether he did or did not, having paid for his ticket to Gloucester an amount equal to full third class rates for the journey to Stroud, he had a perfect right to alight at that station, and to make his ticket available there. The case is presented by the company as being entirely a question of contract. If instead of dealing with it in this view, they had sought to make the defendant liable to a penalty for breach of their bye laws, as a person travelling without having paid his fare, the case would have been met by that of *Reg. v. Frere* (4 Ell. & B. 498), where under similar circumstances the Court of Queen's Bench held that a passenger could not be so convicted. Now before adverting to the effect of the notice in the time bills and on the ticket, I will say a word as to the defendant's objection that he never read either notice, and therefore that he is not bound by it. We are not without judicial decisions upon this question. In the case of *Stewart v. London and North-Western Railway Company* (33 L. J. 199, Ex.), which was an action by a passenger against the company for loss of luggage by an excursion train. Baron Bramwell said: "A man takes a ticket, on the back of which is printed that it is issued 'subject to the conditions contained in the company's bills.' Now first of all the plaintiff says, I did not know what was on it; and then he comes to claim the benefit of his own carelessness. He certainly had notice, that there was something for him to inquire into; and if he had chosen to inquire, he might have informed himself. . . . He makes a plain bargain, and then afterwards he says, 'Though I have agreed that my luggage shall be taken at my own risk, I want to make the defendants pay for it.' On what possible ground can he do that? All the sense of the thing it appears to me is entirely against him." In the same case the Chief Baron said: "There is a rule in the English Law that a man must be taken to know that which he has the means of knowing, whether he has availed himself of these means or not." And in the later case of *Zuns v. The Great Eastern Railway Company* (38 L. J. 209, Q. B.) the Lord Chief Justice said, with reference to the alleged hardship of a passenger being bound by the terms of a notice upon his ticket printed in very small type, and which he only receives in the hurry of getting out by the train. "The special contract is set out on the face of the ticket, and however hard it may seem to hold that a passenger is bound by words written upon a ticket in small letters which in the hurry of the last moment at a railway station he has no opportunity of making himself acquainted with. There is no doubt that it has been settled by decided authorities that he must be presumed to know the contents of the ticket, and to be bound by such contract." These cases dispose of the objection taken by the defendant, that he never saw the notice in the company's time bills, and that he never read the endorsement on his ticket, and the simple question which remains is—What is the contract? In other words, whether the taking and user by defendant of his ticket after and under the notices referred to make such notices part and parcel of his contract with the company, and whether the contract so made is valid and binding? There can be no doubt that the company have a perfect right to regulate their traffic in the way that they may deem best for their interests, subject of course to any statutory limitations upon that right; and it is matter of every day experience to all railway travellers that some rains are made up of particular classes of passengers only; and that they stop at certain stations or the purpose of taking up not everybody that comes to the station, but passengers by certain rains, whom the company undertake to forward,

and at these stations it often happens that passengers are not allowed to alight. These regulations others, though they may sometimes seem to be hard and capricious, are yet necessarily accepted by the public, because they form part of what may be called the internal regulations of the railway company, which must be left in the hands of the company through its officials. In the present case, if the defendant had asked at Paddington for a third class ticket to Stroud it would, no doubt, have been refused, and the company would have been justified in the refusal, although there were third class carriages in the train, and the train pulled up at Stroud. First or second class passengers were allowed to alight there with, it may be, Gloucester tickets, because the limitation of right by the train in question was confined to third-class passengers. If, then, the company might have refused to issue a third-class ticket to Stroud, they had a right to take precautions to prevent passengers to Stroud, under cover of a ticket to Gloucester, alighting there, and claiming to use their Gloucester ticket, for a purpose for which it was not issued, and could not have been obtained if asked for. What may be the company's reason for limiting the issue of third-class tickets by this train to Gloucester and Cheltenham is beside the purpose of this enquiry. It is very well known that at Gloucester they are in competition with the Midland Company, and it may be that they find it expedient for the purposes of that competition to reduce their fares to that place so as to make them relatively less for a longer than a shorter distance. This is no breach of the duty of equal dealing with the public, enjoined by the Railway and Canal Traffic Act of 1854. Ever since the passing of that Act, by virtue of which railway companies have been held more strictly to the equal treatment of the public than before, it has been always held that competition was a sufficient ground for reduction of fares, although the result might be a larger charge for a shorter distance, and that a railway company was entitled to say, "We cannot let passengers use these tickets issued specially and exclusively to a competing point at a non-competing point." The Act, it is true, requires a company to treat their passengers alike, but that has been held to mean all of their customers whom they take to the same place under the same circumstances, as for instance, there must be equality for Gloucester passengers and equality for Stroud passengers. As an authority for this view, I may refer to the remarks of the Lord Chief Justice of England in the cases of *Harris v. Cockburn*, reported in *Neville and Walter Mamamara's valuable Collection of Railway and Canal Traffic Cases* recently published, p. 103. There are also other cases similarly decided which involve the same principle. I am of opinion, therefore, that the defendant has entered into a contract with the company to use his ticket only at Gloucester, and to forfeit it and pay afresh if he sought to make it available elsewhere. He has sought to make it available elsewhere, and I have no power (see *Macaulay v. Furness Railway Company*, 42 L. J. Q. B.) to modify the contract which makes him liable to the payment now sought to be recovered.

Verdict for the Company.

BANKRUPTCY LAW.

COURT OF APPEAL IN CHANCERY.

Friday, Jan. 15.

(Before JAMES and MELLISH, L.JJ.)

Re SYDNEY AND WIGGINS.

Successive petitions for liquidation.

A debtor having filed a petition, and the creditors having accepted a composition, which, however, the debtor has failed to pay, a second petition cannot be filed. Resolutions passed by the creditors under the second petition are refused registration. Refusal upheld.

THIS was an appeal from the decision of Registrar Haslitt, upholding the refusal of Registrar Keene to register certain resolutions. The judgment of Registrar Haslitt was published in our last issue (p. 196).

Horace Davey and F. O. Crump, in support of the appeal, contended that all statutory requisites having been complied with, the registrar was bound to register. The debts provided for by the first petition and composition, had all revived at law; the debtors were therefore in the same position as if they had not filed any petition. The court could not put itself in *loco parentis* of the creditors. They, by a statutory majority, had agreed to accept the second composition, and there was, therefore, no question for the court. As to the duties of a registrar being purely ministerial, they referred to *Ex parte Levy, re Varelstan* (L. Rep. 11 Eq. 619).

Without calling on *De Gez, Q.C.*, and *Linklater, and Finlay Knight*, who appeared for creditors,

Lord Justice JAMES said the registrar was right in refusing registration. He was of opinion that there could not be a second petition, the first being unsatisfied. The debtor having filed one petition was not in the same position as if compounding for the first time. He was not a debtor capable of making a composition. The resolutions if registered would be invalid against the creditors under the first petition, and they were therefore invalid against subsequent creditors. The registrar's decision was right, and the appeal must be dismissed with costs.

COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Re VON HAFEN.

Partnership—Separate adjudication of partner—Joint creditor petitioning cannot receive dividends out of the separate estate until all the separate creditors are paid—B. A. 1869, s. 103.

In this case the petitioning creditor was a creditor of a partnership, and he sought to prove and receive dividend in respect of his joint debt out of the separate estate of one partner. The trustee rejected the claim, and the creditor appealed.

De Gez, Q.C. and *Bagley*, were counsel for the petitioning creditor.

Horace Davey and F. O. Crump, for the trustee. All the arguments appear from the following elaborate judgment:—

THE REGISTRAR.—I do not think any useful purpose can be served by delaying the judgment in this case. I have had some opportunity of looking into the authorities since the case was on before, and it has been argued at great length; therefore I may as well make a few observations on it which appear to be necessary at once. The point in dispute lays within very narrow limits, and it certainly appears to me that its limits are within the four corners of the 103rd section of the Act of 1869—the present Bankruptcy Act. We must take that section in connection with the 100th section, which is in these words: "Any creditor whose debt is sufficient to entitle him to present a bankruptcy petition against all the partners of a firm, may present a petition against any one or more partners of such firm without including the others." Then the 103rd section is in these words: "If one partner of a firm is adjudged bankrupt, any creditor to whom the bankrupt is indebted jointly with the other partners of the firm, or any of them, may prove his debt for the purpose of voting at any meeting of the creditors, and shall be entitled to vote thereat, but shall not receive any dividend out of the separate property of the bankrupt, until all the separate creditors have received the full amount of their respective debts." Looking at the clearly negative prohibitory words in the section, of course apart from other considerations, I may say at once, inasmuch as this is a provision under which the court is to administer the estate of the debtor, it would clearly be unable to act upon any other direction than that contained in the statute, and would be unable to give effect to the contention on the present occasion that the joint creditor should be at liberty to prove against the separate estate of Von Hafen. The debt is admitted to be a joint debt, and it appears that a first petition was presented by the petitioning creditor against Von Hafen, some three days previously to his presenting the petition against Pauley, his partner. With respect to that I will not dwell on it at this moment, but that is the state of the case, and now he seeks to prove against the estate of the one partner. Now Mr. De Gez has argued that, notwithstanding this clear negative provisions of the Act of 1869, and which in passing one may see is very nearly, if not quite, a re-enactment of sect. 140 of the Act of 1849, the equitable rule which existed previously to the passing of the Act of 1849, that where a creditor sues out a commission against one member of the firm on a debt which is a debt due from the firm, that the petitioning creditor is to be at liberty to prove and receive dividend out of the separate estate.—Mr. De Gez says that that rule still exists, and must be acted on notwithstanding these words. It is quite clear from the numerous authorities cited by Mr. De Gez, that we must take it for granted that up to 1824, which was the time of the passing of the Act of 5 Geo. 4, that rule did exist as judge-made law. I cannot find any case to show me at what precise moment the rule was initiated that there should be any distinction between the case of a petitioning creditor happening to be a joint creditor and the case of other joint creditors of the debtor. The first cited by Mr. De Gez was the case of *Ex parte Elton*, and according to the marginal note of that case the rule appears to be laid down in these terms, "Upon petition of joint creditors to be admitted to—under separate commission, it was ordered that they should be permitted, but not to dividend, and that the dividend shall"

until an account is taken of what they have, or might have received out of partnership effects." That was the rule laid down by Lord Loughborough and in giving his judgment upon it his Lordship makes these remarks:—"With regard to the creditor suing out the commission, the separate creditors cannot object to his having the effect of the execution he has taken out. He is precluded from suing at law, and it would be against all equity—having done it for their benefit—to refuse him the fruit of that for his own debt." According to the observations of Lord Loughborough it would seem that the rule that the petitioning creditor is to be an exception to the other joint creditors was then in force. At all events, that is the dictum of his Lordship. It is quite clear from the cases that afterwards arose that it was considered as the settled practice, and, therefore, Mr. De Gex's argument, or rather his statement in that respect, cannot be repudiated, and I must take it that up to that time the practice was so settled. But in looking through all the cases that came before the Lord Chancellor, looking through all the cases cited by Mr. De Gex, and many others, it is worthy of notice, that in almost every one of the cases without exception, Lord Eldon expresses his dissatisfaction at the rule which did prevail and obtain in regard to joint and separate creditors. There is a case of *Abell*, before Lord Loughborough (reported in the 4th Vesey, 837), which would be very shortly after the case of *Elton*, and in speaking of the question of joint and separate creditors Lord Loughborough says: "I really feel that the practice which prevailed for so long a period upon the clear rule of equity that the joint estate ought to be applied first to the joint debts, and after they are paid, then to the separate debts, and *vice versa*, the separate estate first to the separate debts, is as far as the court ought to have gone." There is a case before Lord Eldon, *Re Kensington* (14 Ves. 448); I do not think this was a case in which the petitioning creditor sought to prove against the separate estate, but a case in which the question is that the rights of joint and separate creditors were involved, and his Lordship said: "This question respecting joint and separate creditors has been much agitated. Lord Thurlow thought the joint creditors were entitled to prove, as, though the contract was joint, the execution was separate. Lord Rosslyn, when he first came on the Bench, preferred that rule, but afterwards established the rule in *Elton*. When I succeeded him I declared that though the principle of that rule seemed doubtful the rule was settled and ought not to be shaken. Again in the case of *Ackerman* (reported in 14 Vesey, 604) which was the case of a joint creditor being the petitioning creditor under a separate commission entitled to receive dividends, &c., with separate creditors not being within the rule extending to the other joint creditors, the Lord Chancellor (Eldon) said that he had often pressed Lord Rosslyn in vain against the rule laid down in *Ex parte Elton*, the consequences of which were very dissatisfactory, but it had for a long time been the settled rule. And in that case the order was made. In another case cited by Mr. De Gex, the case of *Ex parte Bolton, re Swanzy*, Lord Eldon says: "This is a case very similar in its circumstances, and I strongly felt at the argument that if they who had decided *Ex parte Crisp* (1 Atkyns 134), had been aware of the inconvenience which that decision would occasion, they would not have so decided." That case of *Crisp* was the first case in which it was decided that the joint creditors could sue out a separate commission. That was the initiation of the whole thing, and it is clear that Lord Eldon was extremely dissatisfied at allowing a joint creditor to be at liberty to sue out a separate commission without giving the other joint creditors the same rights as he had. His Lordship thinks it is very inconvenient. In *De Tastet's case* (17 Ves. 250), he says: "This, it may be observed, introduces two joint creditors to take dividends with the separate creditors. I am much struck with that consequence; but considering the principles admitted in the case of *Crisp*, which settled this point, &c., and though considerable inconvenience may be foreseen as the result of that sort of decision, yet . . . all the consequences must follow, &c." Then there is the case of *Ex parte Chandler* (9 Ves. 35). I don't know whether it was cited or not with respect to a joint creditor being permitted to prove against the separate estate, in which Lord Eldon, in giving judgment, said he had great difficulty upon this, which was just the consequence to be apprehended from the rule established in *Ex parte Elton*, repeating the objections to that rule, particularly the inconsistency of permitting the joint creditor to be the petitioning creditor in a separate commission, and yet not allowing the joint creditor to prove, except for the purpose of assenting to or dissenting from the certificate, and giving the account in the absence of parties interested in taking it. His Lordship further said that he followed Lord Rosslyn's rule, which

differed both from Lord Hardwicke's and Lord Thurlow's, not as approving it, but finding it established, and therefore thinking it better to adhere to that rule except in the case where there are no separate debts. The petitioner might take the order, provided he would pay the separate creditors. It is clear in the case of *Ex parte Chandler* that the rule for which Mr. De Gex is now contending existed, because I find Mr. Paul, for the petitioning creditor, under the commission assented, so that he had a *locus standi* in respect to the other joint creditors. It was a petition by the other joint creditors to be permitted to prove, and the counsel representing the petitioning creditors, and also the joint creditors, assented to the prayer of the petition, and the order was made. I have referred to these cases, not for the purpose of hinting for a moment that the rule contended for by Mr. De Gex did not exist, but for the purpose of showing that the question as to the rights of joint creditors in such a case where a separate commission was taken out against one of the partners was the subject of very considerable agitation and ventilation during the whole of Lord Chancellor Eldon's chancellorship, and I mention it to raise the inference that in all probability when this matter became the subject of statutory enactment, it was well known that the question had been agitated and ventilated, and I cannot assume for a moment that the Legislature or those who prepared the Act of Parliament, were not perfectly well aware of the question, and framed the Act of Parliament with these cases in their minds. That being so, up to the year 1824 it is quite clear that this rule was established, and in 1824 the Act of 5 Geo. 4 is passed, which is an Act to amend and consolidate the laws relating to bankruptcy. By the 15th section of that Act it is enacted that any creditor or creditors whose debt or debts is or are sufficient to entitle him or them to petition for a commission against all the partners of any firm may petition for a commission against one or more partners of such firm, and every commission issued upon such petition shall be valid, although it does not include all the partners of the firm; and in every commission against two or more persons, the Lord Chancellor may supersede such commission as to one or more of such persons, and the validity of such commission shall not be thereby affected, as to any persons as to whom such commission is not ordered to be superseded, nor will any such person's certificate be thereby affected. And then the 104th section, that is the first statutory enactment, so far as I know, by which a joint creditor could sue out a commission against any one member of a firm is in these words, "Be it enacted that in all commissions against one or more of the partners of a firm except a commission against one of several partners issued previous to the passing of this Act, where the debt of the petitioning creditor is a joint debt of the bankrupt or bankrupts, or any other persons or persons, such petitioning creditor shall not receive any dividends out of the separate estate of the bankrupt or bankrupts, until all the separate creditors shall have received the full amount of their respective debts." It is quite clear from the wording of that section that the attention of the Legislature had been called to the existence of the rule from these very qualifying words. They pass an Act of Parliament saying, "Henceforward the petitioning creditor shall not have the advantage of this rule, shall not stand in a different position from the other joint creditors of the debtor, but, inasmuch as the joint creditors may have sued out a separate commission against one partner of a firm previous to the Act, which will not disturb his rights, and therefore in cases of such commission, we will leave the rule where it was." Then comes the 6 Geo. 4, and no doubt, as Mr. De Gex says, it perfectly rehabilitates the rule. Sect. 16 of 6 Geo. 4 is in the same terms, except that instead of putting one qualification in favour of the petitioning creditor, similar to that which the Act of 5 Geo. 4 provided, we here find an enactment which enables a joint creditor to sue out a commission against one of the partners of the firm. "Be it enacted that any creditor or creditors whose debt or debts is or are sufficient to entitle him or them to petition for a commission against all the partners of any firm, may petition against one or more partners of such firm, and every commission sued upon such petition shall be valid," and so on. Then we come to the 62nd section of which the words are, "and be it enacted that in all commissions against one or more of the partners of a firm, any creditor to whom a bankrupt or bankrupts is or are indebted, jointly with the other partner or partners of the said firm, or of any of them, shall be entitled to prove his debt under such commission for the purpose only of voting for the choice of assignees under such commission, and of assenting to or dissenting from the certificate of such bankrupt or bankrupts, or of either of such purposes. But such creditor shall not receive any dividend out of the separate

estate of the bankrupt or bankrupts until all the separate creditors shall have received the full amount of their respective debts, unless such creditor shall be a petitioning creditor in a commission against one member of a firm." Then the rule is clearly rehabilitated, and that rule was in force when *Ex parte Birley*, which has been cited, came before Lord Lyndhurst in 1841, and his Lordship then recognised the rule. It is clear, therefore, that the Legislature had brought before it why it should alter the words, and the fact of their inserting these words is perhaps one of the strongest arguments that can be adduced in favour of the trustee in this case, because the 5 Geo. 4 having reserved the right of the petitioning creditor in certain cases; and the 6 Geo. 4 having reserved the right of the petitioning creditor also, then we come to the Act of 1849, which is a consolidated Act, and there we find that the right of the petitioning creditor is not reserved at all. In saying that the Legislature had fully considered the question, one might not be going too far in assuming that the persons who framed the Act were truly alive to the dissatisfaction which had been expressed and pointed out by Lord Eldon on several occasions, that one joint creditor should be in a different position to other joint creditors; that is to say in this respect, that a joint creditor should be at liberty to sue out a commission against one partner, and all the joint creditors have liberty to go under that commission. It is not too much to assume that all these things were ventilated. I do not know that it is necessary to do so, because the words in the present Act are extremely clear in negating the right of any creditor whatever. In respect of the right of the joint creditors, where there is no joint estate, there have been three other exceptions brought to my notice, one being in respect to distinct trades. It was said that if the court disallowed a creditor to vote on account of the negative words in the Act, the same rule must be applied to the three other exceptions, namely, the case where there was no joint estate, the case where there was fraudulent conversion, and the case of distinct trades. Now in respect to the two latter cases I must say it does not seem to me that these exceptions ought to come into any proof in bankruptcy, because it is not a proof against the separate estate. Fraudulent conversion is where it is by fraudulent conversion of joint estate into separate estate, and there the proof is not brought against the separate estate. The case of distinct trades is where a man is carrying on two distinct trades; where there is one member of a firm carrying on trade distinct from the other members of the firm, and has contracted debts to the other members. When the firm comes to prove against one of the members carrying on distinct trade, it is not the case of joint creditors proving against the separate estate. In regard to the last case cited, no doubt there is a great deal in Mr. De Gex's argument in reference to the case of *Birley* that the court would not have granted an inquiry if it had not considered that the rule still existed. If I am to adopt the argument used in this case, the argument would hold good in that case, and the court would have no right to inquire whether this is any joint estate or not, but I do not think the argument is of sufficient weight for me to overlook the negative words I find here. But one very strong point remains, and that is, that from the year 1849, when this Act was passed, no authority whatever is cited or has been found. Now I think in respect to that I may paraphrase the judgment of Lord Lyndhurst. It so happens that in reading the case there were some observations of Lord Lyndhurst which struck me as being applicable to the present case. The case of *Ex parte Birley* is reported in 2 M.D. & De G. It was a case where his Lordship overruled the decision of the court below, and held that the fact of a man having sued out a commission, being a joint creditor as well as a separate creditor, did not prevent the rule from applying, and that he was at liberty to vote and to receive dividends. The rule that a joint creditor can prove on the separate estate applies to a case where the joint debt is due to the joint creditor separately. His Lordship, in giving judgment, recognises the rule which has been referred to, and says this:—"That is the general rule. It is argued in this case that there is an exception, that the separate debt is sufficient to support the fiat, and, therefore, he has no right to prove in competition with the separate creditors," &c. [His Honour read the judgment down to "The great silence of the text writers leads me to the conclusion that the opinion of the profession is adverse to such an exception."] Now, paraphrasing that in this particular case, I say that the absence of any reported authority since the year 1849, and the absence of any case in which such a question as this has been raised, and no such case being decided, affords very strong ground for supposing—Mr. De Gex says it

cuts both ways; surely one way or the other a case would have arisen from which the court could have gathered from some other authority than their own some ground for putting a construction on this case—the rule does not now exist. With respect to text writers, no doubt Mr. De Gex has cited the observations of various text writers—four or five at least, and they all treat the rule as one that is existing. But, with all respect to text writers, their opinions or their statements are, in point of fact, only the reflex of judgments given in a variety of cases, and carefully selected and compiled by them, from which they are enabled to state the law on any particular subject, and the first thing one does when he is referred to text writers, according to my experience and the experience of others, is to look to the notes by which that statement is supported. But if you look at the notes by which all these text writers support their view that this is an existing rule, you will find that not one of them cites a single case beyond the case I have referred to before Lord Lyndhurst in 1841. Not a single case can I find since that time, and certainly no case since 1849. Of course after the Act of Geo. 4, which settled by statutory enactment that his rule was to exist, one could not expect to find any cases up to 1849; but since the Act of 1849 there is not a single case supporting it; and it comes to this that, valuable as the opinion of all these gentlemen must be, and especially Mr. Lindley's, one of the most valuable text writers in the Profession, it amounts only to a matter, not of law, but of opinion. And it is not even stated as a matter of opinion by him, because there is nothing to show that his attention was ever called to the 6 Geo. 4, and the only one that mentions that, so far as I have been able to pursue my investigation, is Mr. Shelford. Having gone fully into this question, I do not consider myself at liberty, in the face of these negative words in the statute—and sitting here to administer justice, I consider that it is not competent to me, until fortified by some higher authority—to hold that, notwithstanding these express negative words, that the rule which was established before the 5 Geo. 4, and imported into 6 Geo. 4, still exists. I cannot look at it in any other light; but if such a rule is now to exist, it must be before some higher authority than mine. With respect to this particular case, I can hardly assume that if such a rule did exist it could be applied to a case of this kind, in which the petitioning creditor sued out a separate commission against the two partners, one following the other within three days—the act of bankruptcy in one case being close upon the other. On the 23rd April one of the partners committed an act of bankruptcy by leaving his dwelling house, and the other committed an act of bankruptcy available for adjudication (which they took advantage of) by filing a petition for liquidation on the 26th April. It is true that they could not prosecute that bankruptcy petition while the petition for liquidation was pending, but they took advantage of the act of bankruptcy. I find on looking at the petition it is simply "having filed a petition for liquidation." I don't know whether the adjudication was by consent or not, but the act of bankruptcy available for adjudication is said to be on the 26th, and was availed of as an act of bankruptcy; and the act of bankruptcy of the other partner was on the 23rd, but they did not file a petition against Von Hafen until the 4th of May, by which time they had a clear act of bankruptcy against Pasley. Under these circumstances I can only come to the conclusion that the application by the petitioning creditor to prove against the separate estate of Von Hafen must be refused.

Horace Davey.—And with costs? If it had been a mere question of discussion on a point of law it might be different, but I should even then have asked for costs; but in this case the creditors have, in fact, as your Honour has just said, taken proceedings against both partners in order to obtain an advantage over the other creditors. I hope, therefore, your Honour will relieve the creditors from the costs of this application.

De Gex.—My friend is not justified in that observation. The probability is that there would not have been a bankruptcy petition against the two partners; substantially the bankruptcy petition was against Von Hafen, and it is most injurious to the creditors that my friend, who all along professed to go against the one, should now raise the question on the other point. I think no costs ought to be given.

The REGISTRAR.—I have certainly a strong view on this case. It is a case in which the trustee rejects the proof, and in my opinion he has properly rejected it. In my opinion, whatever it may be worth, he has properly rejected it on the broad ground that the rule does not exist, inasmuch as it is a proof which the trustee has rejected, and the creditor has brought him here for the purpose of reversing his decision, the usual rule must follow, and he must pay the costs.

Motion dismissed with costs.

BIRKENHEAD COUNTY COURT.

Friday, Jan. 15 1875.

(Before JOHN GILMOUR, Esq., Deputy Judge.)

Re JOHN DICKSON.

Bankruptcy Act 1869, sect. 125, sub-sect. 4—Stamp duty, Table A—A liquidating debtor with assets largely in excess of ascertained debts, but with liabilities unascertained, which might eventuate in debts exceeding the amount of the assets:

Held, that the resolution to liquidate must bear stamp duty on the whole amount of assets.

THIS was an application for an order upon the registrar to receive and register a special resolution under the circumstances detailed in the following judgement:

Goldney (instructed by Gill) supported the registration.

HIS HONOUR said:—An appeal has been made to me, from the decision of the registrar of this court, who refuses to register the resolution of the creditors of the debtor, at their meeting held on the 30th December last, that the affairs of the debtor should be liquidated by arrangement and not in bankruptcy. The registrar is of opinion that the stamp duty impressed of £40 5s. is insufficient, because the statement of the affairs of the debtor shows an estimated gross amount of assets of £114,125 15s., which would require, if no cause to the contrary were shown, a stamp duty of £200. It appears also that the total liabilities, exclusive of disputed claims amount to £16,008 7s. 3d. The trustee, in his affidavit, says that to the best of his knowledge and belief, the amount of the assets to be distributed amongst the creditors does not exceed £16,100; but the difficulty of the registrar seems to have been this: looking at the filed statement of the affairs of the debtor and the affidavit of the trustee, how to determine the duty. The disputed claims being neither ascertained nor satisfactorily estimated, it may be doubtful whether the liabilities are only £16,000, or whether they may not exceed the £114,125 of estimated assets. It appears to me that the trustee's affidavit, made from the necessarily slight information afforded him at this early stage of the proceedings, is based on unreliable materials. What time has he had? Having been appointed so recently as the 30th Dec., he has only had a few days to inform himself of the facts and conditions of a large estate like this. The scale of fees annexed to the bankruptcy rules, table A, provides that "Every special resolution presented to a registrar for registration under sect. 125, par 4, shall bear stamps denoting a duty computed at the rate of 5s. upon £100, or fraction of £100, on the gross amount of the estimated assets, not exceeding a total duty of £200." Following this table, the registrar would probably have had no difficulty in settling the duty, were it not for the decisions of the Chief Judge in Bankruptcy which have been brought before me in the argument of Mr. Goldney, and which, as I gather from the language of the registrar's memorandum of refusal, have been present to his mind in his consideration of this matter. In *Ex parte Murray* the Chief Judge in Bankruptcy held that "where the assets of a liquidating debtor exceed his debts, stamp duty upon the registration of the special resolution of the creditors is not payable upon any amount exceeding the sum estimated as necessary to pay all the creditors in full." His Lordship said: "I think the intention was that in a liquidation the duty should be payable upon no larger amount than that which is necessary to satisfy the debts." In *Re Berger* a debtor filed a liquidation petition, and in his statement he estimated his assets at £4660. The creditors resolved on a liquidation. When the trustee presented the resolution for registration he made an affidavit in which he stated that he believed the assets would not realise more than £1000. It did not appear that the value of the assets, as estimated by the debtor, would be more than enough to pay the creditors in full. His Lordship held in that case that stamp duty must be paid on the amount of the debtor's estimate. He said: "It would lead to almost uncontrolled abuses if I were to adopt the view which has now been pressed upon me, if the trustee's mere guess as to the value of the assets were to be necessarily adopted." Following the order of the Chief Judge in *Ex parte Murray*, I apprehend the registrar would have had no difficulty had the liabilities of the debtor in this case been ascertained, and not have been, as they are, in considerable doubt and uncertainty; for it is possible, as I have already observed, that they may even exceed the estimated gross assets, and applying the language of his Lordship in *Re Berger*, I think "it would lead to almost uncontrollable abuses if I were to adopt the view which has been pressed upon me; if the trustee's mere guess" of the liabilities of the debtor, derived under the peculiar circumstances of this estate, as revealed by the filed statement of the debtor were adopted. I think the registrar was right in refusing to register the resolution, and this application must therefore be refused.

EAST STONEHOUSE COUNTY COURT.

(Before M. FORTESCUE, Esq., Judge.)

Wednesday, Jan. 13.

Re F. L. STEPHENS.

Liquidating debtor—Order to pay a sum annually to creditors—Liquidation and bankruptcy.

Square appeared for the creditors, and Rundle for the debtor.

Square applied that a portion of the half-pay of the debtor, a retired navy captain, should be set aside for the payment of his creditors. His pension was £290 a year, and when his liquidation proceedings were filed he instructed the solicitor who acted for him—Mr. Derry—to offer the creditors to set aside £100 a year of his pay for them. Subsequently the debtor withdrew that offer; hence the present application, and he suggested that the sum of £75 should be set aside, or such other sum as his Honour should think right.

Rundle said he had two points to urge on behalf of the debtor—one a point of law and the other a point of fact. Taking the latter first, he urged that £75 a year was, under the circumstances, too large a sum to be ordered.

HIS HONOUR said that the Admiralty had settled that matter.

Rundle then raised the legal point whether the court had power to make the order at all on the application, on the ground that, under the circumstances of this case, liquidation by arrangement was not bankruptcy. He drew his Honour's attention to the Act of Parliament, and urged the validity of the point he had submitted. He admitted that the point had been raised before and had been overruled by his Honour, but contended that that was in cases in which the insolvent had signified his assent in writing.

HIS HONOUR said the Superior Courts had decided that liquidations by arrangement stood on the same footing as bankruptcies.

Rundle.—I don't think for all purposes of the Act.

HIS HONOUR.—Yes, for all purposes.

Rundle repeated the point, but

HIS HONOUR emphatically declined to entertain it.

Rundle said he was not instructed direct in the case; he had been desired by a London firm to appear, and submit the point to the court.

HIS HONOUR said he should not admit it, and if the debtor wished to move the Superior Court he could do so.

Tuesday, Jan. 13.

(Before M. FORTESCUE, Esq., Judge.)

Ex parte DAWE; Re HUSBAND.

Bankruptcy—Execution creditor—Seizure and sale—Act of bankruptcy—Second seizure—Title of trustee.

Childs and Son for Bishop, execution creditor.

Greenway and Adams for Dawe, trustee.

HIS HONOUR.—In this case two separate levies were made on the goods of Husband, a trader, at the suit of Bishop, who had obtained two distinct judgments against him, for sums above £50 respectively. The levy on the judgment first obtained was made on the 5th Sept. 1873, and the sale under it took place on the 17th of the same month, and on the 13th Oct., being more than fourteen days after the sale, the proceeds were paid over to Bishop, the execution creditor. The levy on the second judgment was made on the 23rd Sept., and the sale took place on the 29th and on the 15th Oct., and fourteen clear days after the sale, the proceeds of the second levy were paid over by the sheriff to Bishop, the execution creditor. On the 21st Oct. a petition in bankruptcy was presented against Husband, founded on the act of bankruptcy committed by the seizure and sale of Husband's goods under the first-mentioned levy of the 5th Sept., under which he was adjudged a bankrupt on the 5th of November in the same year, namely, 1873, and at the first meeting of creditors held on the 20th of the same month, James Edwin Edward Dawe was duly appointed trustee, and now claims the proceeds of the second execution as belonging to him as such trustee by relation to the date of the act of bankruptcy, namely, the first execution, the second execution not being protected, by reason of the execution creditor having necessarily had notice of the prior execution levied at his suit, and which constitutes the act of bankruptcy relied on for the adjudication. The execution creditor, on the other hand, claims to retain the proceeds of the second execution by reason of the 87th section of the Bankruptcy Act 1869, which is, it is said, intended to regulate and control all rights as between a trader debtor under a judgment for more than £50, and the body of creditors in general, irrespective of the 11th and 95th sections, and I am of that opinion, and that all the exigencies of the 87th section having been complied with, he is entitled to retain the proceeds of his second execution as well as of the first. The

section is in substance the same as the 73rd section of the Act of 1861, except that in the last-mentioned Act the sheriff is required to pay over the proceeds of the execution at the end of seven days after the sale (unless in the meantime a petition for adjudication in bankruptcy be presented) to the execution creditor, who shall be entitled to retain the same unless the debtor be adjudged a bankrupt within fourteen days after the sale; whereas in the 87th section of the present Act the sheriff is required to retain the proceeds of the execution for the whole of the period of the fourteen days, and unless in the meantime he receives notice of any petition of bankruptcy being presented against the debtor, on which he is adjudicated a bankrupt, he is to deal with the proceeds as if he had received no notice, in other words, hand them over to the execution creditor as he would do in the ordinary course of his duty, and as he might be compelled to do by rule of the court out of which the writ issued, in which latter case, moreover, the execution creditor would become unquestionably entitled to them. The words used in the 87th section of the Bankruptcy Act 1869 are not so exact and definite as the corresponding section of the earlier Act, indeed, they are not grammatical, but if they mean anything they must have a similar interpretation, for as observed by Lord Justice Mellish, in *Ex parte James* (L. Rep. 9 Ch. 609), it would scarcely be intended that the sheriffs should keep the proceeds for six months. I am of opinion that the 87th section of the present Act, like the 73rd section of the late Act, which is unambiguous, is intended to take the case of executions for sums above £50 against traders out of the ordinary category of bankruptcy proceedings, and to make them governed exclusively by that section. And I think that the case above mentioned, and *Ex parte Villars*, in the same volume, page 442, were decided on that principle. I may note that the 95th section of the present Act, and the 133rd of the Bankruptcy Consolidation Act, which is incorporated with the Act of 1861, are similar in terms.

LIVERPOOL COUNTY COURT.

Friday, Jan. 15.

(Before J. F. COLLIER, Esq., Judge.)

Re HOLDEN AND PERRY.

Bankruptcy Act 1869—Proof of debt.

Where two debtors, partners, were held under an award, individually liable for their proportion of loss in a co-adventure to the other parties in the co-adventure, who had paid the loss, and subsequently the debtors become bankrupt:

Held, that the trustee was not bound by the award to admit the proofs against the separate estate, but if on investigation of the bankrupts' books it was found that the co-adventure was on joint account and for partnership purposes, the claim must rank on the joint estate.

THIS was an application on behalf of Mr. Bolland, the trustee of the property of the bankrupts, coal merchants in Liverpool, to expunge a proof of debt for £123, which it was alleged had been improperly admitted. It appeared that Holden and Perry, with three other persons, were engaged in an adventure which had resulted in a loss, and that an action brought by those who had paid the loss against Holden and Perry for their proportion, had been referred to Mr. Fleet, who found that Perry and Holden were individually liable for their share of the loss. They subsequently became bankrupts, and thereupon proofs of debt were tendered for Holden's proportion against his separate estate, which has yielded 20s. in the pound, and for Perry's proportion against the joint estate of Holden and Perry, it being contended as a point of law that Perry in taking part in the venture, was merely the agent for undisclosed principals—viz., his firm of Holden and Perry, and that on the discovery of the principals the claimants had a right to elect to rank upon their estate. There was no separate estate of Perry, and but a few shillings in the pound in that of Holden and Perry. The trustee admitted the proof against the separate estate of Holden, but rejected that against the joint estate, on the ground that he was bound by the award of the arbitrator, Mr. Fleet. From his rejection of this proof the parties appealed to the court, and it was, after an investigation of the books of the bankrupts, by which it appeared the co-adventure had been on partnership account—notwithstanding the award of the arbitrator—decided that the proof against the joint estate had been improperly rejected. Under these circumstances, the trustee now moved, as a necessary sequence, that the proof he had admitted against the separate estate of Holden might be expunged.

Potter (instructed by Barrell and Rodway) appeared for the trustee.

Kennedy (instructed by Duncan and Co.) for the creditors.

Kennedy took exception to the motion, proceeding on the ground that the trustee had not given his reasons for wishing to have the proof ex-

punged, but the court ruled that although it was a convenient practice for the trustee to state his reasons, and one that should be adopted, it thought, under the circumstances of this case, it might be dispensed with. He (Kennedy) then submitted that the court ought not to entertain the motion of the trustee unless it was satisfied other information bearing upon the claim had come to his knowledge than that possessed by him when he admitted the proof. Here all the facts were before him on its admission, and it was too late now to ask the court to expunge. He further urged that the proof now sought to be expunged from Holden's estate was for a sum which was in a different category to that dealt with by the court previously; and finally he contended that assuming it were not, Holden, who signed the contract in his own name, could not rid himself of his liability because he happened to be contracting for principals, his firm. The creditors had a right to claim either from him or his firm.

Potter argued that the decision of the court as to the admission of Perry's proportion of loss against the joint estate governed the present claim. Perry and Holden were precisely in the same position with respect to this co-adventure, and as the court had found that Perry's loss, although apparently on individual account, was for partnership purposes, and could only be allowed to rank on the joint estate, it followed as a sequence that Holden's loss must similarly rank. As to *laches* on the part of the trustee, the reverse had been proved. On the proofs being tendered he considered himself bound by the award of Mr. Fleet, and was prepared to admit them against the individual estates; but the claimants were not satisfied, they accepted the offer to rank on the estate of Holden, which shows 20s. in the pound, but declined to rank against the estate of Perry, which is *nil*, and successfully asserted their right to rank on the joint estate. The court having decided that the co-adventure was on partnership account, the trustee would have been guilty of *laches* if he had not moved for the proof he admitted against Holden's estate to be expunged. With respect to the question of principal and agent, it did not apply to a case like the present.

His HONOUR said he must accede to the application. This conclusion, he said, necessarily followed his decision in the former case. The costs of the trustee would come out of the estate.

Re J. S. EDGAR.

Liquidation—Jurisdiction of court over trustee, and committee of inspection.

THIS was an application to the court for an order upon Mr. Bolland, the trustee, and the committee of inspection, to proceed with the investigation of the affairs of the debtor, who formerly traded as a wine merchant in Liverpool, under the style or firm of "R. P. Stainton and Co." It appeared that the proceedings in liquidation were instituted so far back as August 1873, and at the first meeting of creditors it was resolved to wind-up the estate in liquidation, to appoint Mr. Bolland trustee, to nominate a committee of inspection, consisting of five creditors, and to grant the debtor his discharge on the trustee and committee certifying that they were satisfied with his disclosure of his estate. An investigation of his affairs shortly afterwards took place in presence of the committee, and although the debtor's explanations were not considered satisfactory and not altogether borne out by his books, the committee with the exception of one of their number whose debt was twelve times in excess of all the rest, expressed their opinion that there had been a full disclosure of the estate. They, however, at the instance of the dissentient committee-man, agreed to withhold their assent to the discharge until he and the debtor had met and further investigated the affairs. From various causes no such investigation had up to the present time taken place, and the court was now asked to force the inquiry forward, or to grant the debtor his discharge.

Segar (instructed by Bimson) appeared for the debtor.

Bellringer, for Mr. Bolland, took exception to the jurisdiction of the court over the committee of inspection and trustee in liquidation cases, and cited several authorities on the point.

His HONOUR, after hearing Segar, said he had considerable doubt on the point, and would prefer, until he had further considered the matter, not to make any order.

A long discussion followed as to the jurisdiction of the court, the proper course to be pursued under the circumstances, and the duty of the trustee; and, finally, after several ineffectual attempts on the part of Segar to enter upon the merits of the case, it was agreed to allow the motion to stand over for the debtor to supply the trustee with a deficiency account, and for the trustee, within a fortnight afterwards, to call the committee together and report to them the result of his investigation thereof.

LEGAL NEWS.

THE East Barnet Valley Local Board are about to appoint a solicitor to the vacant office of clerk to the board.

THE Chief Justice of India will, it is considered probable, preside at the trial of the Guicowar of Baroda. The British troops have been withdrawn from the city, and the troops of the Guicowar are keeping the peace.

SPRING CIRCUITS.—Norfolk, Blackburn and Grove, JJ.; Home, Cockburn, C.J. and Denman, J.; Western, Kelly, C.B. and Lush, J.; Oxford, Quain and Archibald, JJ.; Midland, Coleridge, C.J. and Keating, J.; Northern, Pollock and Amphlett, BB.; North Wales, Mellor, J.; South Wales, Cleasby, B.; Chambers, J. Brett.

SIR EDWARD CRESSY, the historian (formerly of the Home Circuit), who has been for some time at home on leave, is about to resign the appointment of Chief Justice of Ceylon, which he has held for more than fourteen years. It is said that the precarious state of his health would render a return to Ceylon in all likelihood fatal. Sir Edward's post is worth £2500 per annum, and will be in the gift of the Earl of Carnarvon.

THE cases of murder reported by the police in 1872-73 are in the proportion of 1 to 189,889 of the population, as estimated for the middle of the year 1873. In the preceding year the proportion was 1 to 174,807 of the estimated population for the middle of the year 1872; in 1870-71 the proportion was 1 to 174,709 of the corrected population for 1871; in 1869-70, the proportion was 1 to 218,714 of the estimated population for the middle of the year 1870; in 1868-69, 1 to 144,831 of the estimated population for the middle of the year 1869; in 1867-8, 1 to 167,824 of the estimated population for the middle of 1868.

COUNTY COURTS JURISDICTION BILL.—The Lord Chancellor was, on Wednesday afternoon, waited upon, at his private rooms, Lincoln's-inn, by a deputation comprising Mr. John Whitwell, M.P., Mr. Jacob Behrens, Mr. L. Bruton, and Mr. James Hole, representing the Associated Chambers of Commerce, who urged upon his attention certain amendments which, in the judgment of the association, were urgently required in the County Courts Jurisdiction Bill introduced last year. Although representatives of the press were not admitted it was understood his Lordship held out but slender hope of the wishes of the deputation being in every respect complied with.

THE NEW LORD CHANCELLOR OF IRELAND.—I understand that the new Lord Merton will continue to give ministers material assistance in the preparation of at least one measure—the Irish Judicature Bill—and it is probable that we shall see him at Westminster during the session. It is satisfactory to know that should he speak in the House of Lords we shall be able to hear him, which is more than can be said of half the peers. The Dr. Ball, whose stentorian tones we remember in the House of Commons, would make himself heard in the gilded chamber, were its acoustic properties twice as defective as they are.—*Western Morning News*.—London Correspondent.

IN view of the new arrangements which will become necessary in consequence of the passing of the Supreme Court of Judicature Act, the clerk of the petty bag submitted the following statement as to the position and duties of this office, to the Legal Department Commission. The Petty Bag office is the original writ, record, and enrolment office of the Court of Chancery, and the Master of the Rolls is *ex officio* clerk of the petty bag. From the most ancient times (times referred to as ancient in the day books of the reign of Elizabeth) all writs and other documents returned to the king in his chancery were returned to and filed as of record in the petty bag. The duties of the office may now be classed under four heads:—In respect of the ordinary or common law jurisdiction of the Court of Chancery. In respect of the original enrolment office of the chancery. Duties performed in aid, and by direction, of the Lord Chancellor. Duties imposed on the office by various statutes and orders of the court.

THE will of Mr. William Stephen Paine, late of No. 16, Fumival's-inn, solicitor, who died at his residence, No. 36, Gloucester-crescent, Paddington, on the 11th ult., was proved on the 4th inst. by Messrs. W. H. Wyatt, G. Humphreys, and J. Kendall, the executors, the personal estate being sworn upon £60,000. The testator bequeaths to his three executors and to Miss Louisa I'Anson and Miss Harriet Vaughan, 100 guineas each; to his late faithful servant, Jimina Andrews, an annuity of £20, all free of duty; to each of his three daughters—Marion Caroline, Edith Amonly, and Annette Blanche—£5000, and a further sum of £5000 is settled upon each of them on the death of their mother; to his wife, Mrs. Annette Sarah Paine, all his household furniture and effects, an immediate legacy of £600, and the income of the residue for life; at her death the residue of all testator's property goes to his son, William Henry Paine.—*City Press*.

THE FRIENDLY SOCIETIES BILL.—A deputation representing the Ancient Order of Foresters had an interview on Wednesday with the Chancellor of the Exchequer, for the purpose of suggesting some amendments in the Friendly Societies Bill, which comes before Parliament during the ensuing session. The right hon. gentleman in reply said: I am now engaged with Mr. Cross, who has charge of the Bill with me, and we shall go very carefully through it before it is finally revised. There are a good many points, and some of importance, to which you have referred; and we shall probably modify the bill in these respects before introducing it. At present I am not able to say what the arrangement for public business will be. I do not anticipate much opposition on the second reading, but there will be a great deal of discussion upon it in committee. Time shall be given between the second reading and committee for having the bill duly considered.

RESIGNATION OF MR. JUSTICE KEATING.—On Thursday morning a rumour was current in Westminster Hall that Mr. Justice Keating intended to resign his seat as one of the justices of the Court of Common Pleas. It was said that when the judges met at ten o'clock to choose their circuits, his Lordship announced his intended resignation, and although he formally put his name down as one of the judges for the Midland Circuit during the forthcoming assizes, it was understood that he would not go to circuit. Lord Coleridge, upon taking his seat on the bench, said that he had to announce, for reasons which would be intelligible to the Bar, and which the court deeply regretted, that the new trial rules of his brother Keating would be taken on Wednesday next, whatever might be their order on the paper. Mr. Justice Keating received his appointment as judge during the Michaelmas vacation of 1859, and took his seat at the commencement of the following Hilary Term, so that he has just completed his fifteen years of judicial life. He held the office of Solicitor-General when he was nominated judge.

PRIVATE BILLS IN PARLIAMENT.—Before the House of Commons examiners of petitions for private bills on standing order proofs yesterday, the standing orders were complied with in the following unopposed cases, viz.: Leath District Water; Manchester, Sheffield, and Lincolnshire Railway (Additional Powers); Sheffield and Midland Railway Companies Committee; Sandbach and Winsford Junction Railway; Cheshire Lines Committee; Salford Tramways and Improvement; Ormsley Railway and Pier; Brinsford Tramroad; Ramsay and Somersham Junction Railway; Bristol Port and Channel Dock; Buckinghamshire and Northamptonshire Railways Union Railway; Oldham Corporation Water Works; Northampton and Blisworth Railways; North-Eastern Railway; Midland and North-Eastern Railways; and the North Union Railway Bills. In the opposed case of the Felixstowe Railway and Pier Bill the opposition was withdrawn, and the standing orders were complied with. The standing orders were not complied with in the Ryde Pier Bill, but were complied with in the case of the Blackburn Water. The North Dublin Street Tramways and the Ballina Improvement Bills were postponed till Wednesday, the 27th of January.

IMPUDENT ROBBERY.—On Wednesday last a person called at Mr. Howard's robing-room attached to the Court of Queen's Bench, and asked for the robes of Mr. Cohen, Q.C., stating that he had been requested by that gentleman to call for them. They were accordingly handed over to the applicant by the robing-room attendant, whereupon the thief, for he was no other, immediately made for the East-end, where he pawned the silk gown for a trifling sum, alleging as an excuse for offering them in pledge that his master had died and there was therefore no further use for them. On the learned owner reaching Westminster, for the purpose of being robbed as usual, he was informed that the robes had by his request been handed over to his representative. His astonishment may be easily imagined when, on instituting inquiries, it transpired that they had been purloined. The climax of the impudent robbery was reached, when the learned counsel received by post a little vulgar ticket announcing that the forensic garments were in pawn. Steps were immediately taken for the recovery of the stolen property, and the pawnbroker, after a little persuasion, restored the robes to their owner.

THE APPELLATE JURISDICTION.—At a meeting of the Committee for Preserving the Appellate Jurisdiction of the House of Lords was held on Tuesday, at 16, St. James's-place, the Right Hon. J. Stuart Wortley, Q.C., in the chair. On the suggestion of Mr. J. Fraser Macqueen, Q.C., it was resolved that the Faculty of Advocates of Scotland be invited to sign the memorial to the Lord Chancellor. Several new signatures to the memorial were announced. It was stated that during the previous week the following Queen's Counsel and members of Parliament had joined the committee:—The Earl of Bective, M.P.; Mr.

J. P. Benjamin, Q.C.; Mr. Montagu Chambers, Q.C.; Mr. Arthur Cohen, Q.C.; Mr. Henry Lopes, Q.C., M.P.; Mr. Thomas Salt, M.P.; Mr. S. D. Waddy, Q.C., M.P.; Mr. R. G. Williams, Q.C.; and Mr. Watkin Williams, Q.C., M.P.; and Mr. Serjeant Robinson and Mr. Charles Greville Pridaux, Q.C., had expressed their approval of the movement. Another meeting of the committee was held at 16, St. James's-place, on the 22nd inst. The committee now consists of thirty-nine members, of whom twenty-two are members of Parliament.

DEATH OF MR. EDWARD HOSKINS.—We regret to have to announce the death of Mr. Edward Hoskins, which took place at Northampton, on Sunday last at noon. The deceased, who was a local solicitor of good practice and standing, was for many years the deputy judge advocate of the fleet for the port and district, was land steward until a few years since to the estate of Mr. W. H. Stone, and was besides a coroner of the county. The deceased had for some time past been absent from the parish for the benefit of his health, which had so much improved at one time as to favour the idea that he would soon be again sufficiently restored to follow his professional duties. Bronchitis, however, set in, and on Sunday last Mr. Hoskins died, at the age of forty-eight. As a solicitor he was held to be one of the best informed of the neighbourhood, and his counsel and advice were at all times considered of great value. To the poor he was very generous, and to those of his own sphere he was ever the kind friend or neighbour. He leaves a widow and large family of young children to mourn their loss. By his death a coronership for the county becomes vacant. Mr. A. S. Blake, solicitor, of Portsea, who previously addressed the freeholders in September last, on the rumour of Mr. Hoskins' retirement, is a candidate for the office; and a second is Mr. Edwin John Harvey, of Portsea, solicitor, who has been deputy-coroner for the past thirteen years, and has, in consequence of the illness of the late coroner, been doing the entire duty of the office for some months past. The number of electors in the district is something like 1500.

THE LORD CHIEF JUSTICE AT MANCHESTER.—A special meeting of the Manchester City Council was held on Monday, the Mayor (Alderman King) presiding, to consider the question of presenting an address to Lord Chief Justice Cockburn on his visit to Manchester in connection with the Athenæum soirée. The Mayor said he felt assured it would be the pleasure of the Council to avail itself of the opportunity to present an address of cordial welcome to his Lordship, as being at once the head of the judicial bench, and, he believed, the most profound lawyer in the country. The very able and dignified part he took at Geneva as the arbitrator for England was well known, and was a source of profound satisfaction to them all. The Mayor further thought that to present such an address of welcome would be in unison with the feelings of all the citizens, who remembered with much satisfaction the ability, forbearance, and judgment with which his Lordship presided over a recent trial of unprecedented length and intricacy, and in which the impartiality of the judicial bench was never more fully vindicated. He therefore moved,—"That an address of welcome to this city be presented to the Lord Chief Justice Cockburn, on the occasion of his approaching visit." Alderman Nichol seconded the motion, which was carried. Alderman Lamb, in moving the adoption of the address, said he felt satisfied that the members of the Council and their fellow citizens would rejoice in having an opportunity of expressing their opinion as to the great services which the Lord Chief Justice had rendered to this country on more occasions than one. Alderman Grundy, in seconding the adoption of the address, said he did not think that any man, however high his position might be, would feel altogether indifferent to an address from such a body as the Corporation of Manchester, and he ventured to think that the Lord Chief Justice of England would not be indifferent to a token of approval from a body of laymen like themselves. His Lordship had been engaged in matters which had been the subject of strong controversy, and he thought it would be peculiarly acceptable to him to see that his conduct and ability had been appreciated by his countrymen. The address was then unanimously adopted.

Mr. Serjeant Cox, on addressing a prosecutrix at the Middlesex Sessions, said, "In consequence of the threats which had been used towards you for the purpose of preventing you from appearing to give evidence, I felt it to be my duty, for the protection of witnesses generally and for the administration of justice, to direct the prosecution of the offender. The county has been accustomed to pay the cost of such prosecutions as these, which are needful for the protection of its own courts; but on this occasion the authorities refused to allow the costs, on the ground that it was not a payment properly chargeable on the

county rate. Application was then made to the Treasury to pay the costs of the prosecution, but no answer was received. The case came on for trial at the Central Criminal Court, and the prisoner was convicted and sentenced to twelve months imprisonment. The Recorder said that the prosecution was a most proper one, but he regretted that he had no power to order the payment of the costs, it not being one of the cases provided for by the Prosecutors' Expenses Act. The practical effect has been that unless the Treasury will now assist in the vindication of justice and the protection of witnesses from what is now a fast-growing offence, the solicitors who took charge of the case, and who so kindly conducted it, and the witnesses who supported it, will go without any remuneration for their trouble and loss of time. It is a great defect in our law that no provision is made for the payment of the costs of such prosecutions as these, and I hope that in this respect there will be an early amendment of the law, but I have the power to order you a reward for the great service you did in the prosecution and conviction of the thief, and the great courage you displayed in so doing, in defiance of the atrocious threatenings with which you were assailed, and which made it necessary for the police to protect you day by day in your walk from your house to your place of business. With great pleasure, therefore, I order you to receive a reward of £23, and on the part of the court and the public generally I thank you for the good service you have done.

AN AMERICAN BARRISTER.—The celebrated legal orator, Elisha Williams, of Columbia County, was a most graceful speaker, and his voice, particularly in its pathetic tones, was melody itself. His power over a jury was astonishing. He swayed as with the wand of an enchanter, and it was very seldom that he failed to secure a verdict for his client; but on one occasion he did, in such a perfectly ridiculous manner, that a crowded court and grave judges on the bench were convulsed with laughter at the burlesque of the result. The case was an act of murder. Mr. Williams, of course, on the ground of his power over the jury, was for the defence. His peroration was exceedingly touching and beautiful. "Gentlemen of the jury," said he, "If you can find this unhappy prisoner at the bar guilty of the crime with which he is charged after the adverse and irrefragable arguments which I have laid before you, pronounce your fatal verdict; send him to lie in chains upon the dungeon floor, waiting the death which he is to receive at your hands; then go to the bosom of your families, go lay your heads on your pillows—and sleep if you can." The effect of the closing words of the great legal orator was at first thrilling; but, by and by, the pettifogger who had volunteered to follow the prosecuting attorney, arose and said:—"Gentlemen of the jury, I should despair, after the weeping speech which has been made to you by Mr. Williams, of saying anything to do away with its eloquence. I never heard Mr. Williams speak that piece of his'n better than what he spoke it now. Once I heard him speak it in a case of stealin', down at Schaghticoke; then he spoke ag'in in a case of rape, up at Esopus; and the last time I heard it, before jest now, was when them niggers was tried—and convicted, too, they was—for robbin' Van Pelts' hen-house, over beyond Kingston. But I never know'd him speak it so elegant and effectin' as what he spoke it jest now." This was a poser. The jury looked at one another, whispered together; and our pettifogger saw at once that he had them. He stopped at once, closing with a single remark:—"If you can't see, gentlemen of the jury, that this speech don't answer all cases, then there's no use my saying anything more." And there wasn't; he had made his case, and they awarded him their verdict.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

ADMISSION OF ENGLISH SOLICITORS IN THE COLONY OF VICTORIA.—Can any of your readers inform me whether an attorney and solicitor admitted in the English courts, can take admission as such in the Supreme Court of Victoria without being furnished with an English certificate to practise. The Reg. Gen. of the 3rd December, 1872, of the Colonial Supreme Court, do not seem quite clear upon the point. They provide (Rule 22) that an admitted English attorney or solicitor shall, on applying for admission in the Supreme Court, file the affidavit on which he seeks admission, together with a copy of his original or annual certificate. Now is the form of admission deemed the "Original Certificate," or is the first certi-

ficate to practise meant? The affidavit referred to is to be in the prescribed form, and is to state that the deponent "ceased to practise as an attorney and solicitor in England" at such a time. **ANGLO-AUSTRALIAN.**

[It is certainly not necessary for a solicitor admitted here to practise here before admission in the colony.—**ED. SOLS' DEPT.**]

UNQUALIFIED PERSONS AS ADVOCATES IN POLICE COURTS.—I inclose you a report of a case heard before the Tottenham magistrates, in which Mr. Crowne, a clerk to the Tottenham Local Board of Health, and who is not a solicitor, appeared and acted before the magistrates as an advocate without objection on the part of the magistrates, or of Mr. Peckham, the solicitor who appeared for the defendant. You will see from the leading article in the same paper, Mr. Crowne is highly commended for thus, as I submit, breaking the law, and encouraged to do it again. Is not this a case in which the Legal Practitioners' Society can interfere? **A SOLICITOR.**

[Interference now would be useless; Mr. Peckham should have objected at the time. Solicitors, instead of publishing their complaints through the medium of our columns should take action and act in concert; cases are constantly reported in which such a course must succeed. See sects. 2, 32, and 36 of Attorneys' Act of 1843; also sect. 26 of the Act of 1860; and the 12th section of the Solicitors' Act of last session.—**ED. SOLS' DEPT.**]

BUILDING SOCIETIES' ACT 1874.—I wish to inquire whether you or any of your readers have considered what may be the operation of this Act in regard to land societies. These societies are, I believe, registered as building societies, and of course their object is to acquire land and divide it amongst their members; but the conveyance in the first instance is made to certain trustees on behalf of the society. Assuming, therefore, one of these societies receives a certificate of incorporation under this Act, and by virtue of the 9th section "becomes a body corporate by its registered name having perpetual succession." Will not any conveyance to such society fall within the provisions of the Mortmain Act? **E.**

LAW STUDENTS' SOCIETIES.—I have just read a letter signed a "Junior Articled Clerk," which appeared in your issue of the 14th Nov. last, written from Bradford, and take up my pen to reply on the earliest opportunity. It has also to me, been a matter of surprise and regret that there is no society of the kind in Bradford. I am sure if it was only once really started it would be supported and maintained. Out of the large number of solicitors we have in this town, surely some might be found to assist the articled clerks in forming a society of this kind for the purpose of general advancement and mutual instruction. Wishing the gentleman every success, and promising my entire co-operation.

ANOTHER ARTICLED CLERK.

[If our former correspondent will write to us we will put the writer of the above in communication with him. There ought certainly to be a law students' debating society in Bradford.—**ED. SOLS' DEPT.**]

PRACTICE IN COUNTY COURTS.—There are no doubt many, perhaps the majority, of County Court Judges who "encouraged high class bar," but there are some who seem to regard the presence of professional advocates as a nuisance. The learned Judge of the Greenwich, Lambeth, and Woolwich Courts, before whom I often appear, persists in taking all the undefended cases himself, and it is but rarely that priority is given to cases in which barristers or attorneys appear. Hence one has to wait even for hours, perhaps for a single case. When attorneys, at least, appear for the plaintiff and the case is undefended, or of a simple character, as an action to recover the amount of a grocer's or a butcher's bill, the Judge has often refused to allow the costs of the attorney on the ground that his assistance was unnecessary. This is a practice unknown in the Superior Courts. It tends to throw all business into the hands of "Agents," who swarm at these courts, and it is fatal to the existence of a bar. The fee allowed is at best wretchedly small, but surely the attorney who earns it ought to have it from the defendant. **JUSTITIA.**

RELATIONS BETWEEN THE TWO BRANCHES OF THE PROFESSION.—I see an announcement in the LAW TIMES of last week that the Parliamentary Committee of the Legal Practitioners' Society are about to re-assemble, with a view to initiating fresh legislation on behalf of the legal profession. As a member of your society, and taking an interest in the praiseworthy exertions of your committee, I would mention a subject which I think worthy of their consideration,

namely, the obstacles which at present lie in the way of a member of the lower branch of the Profession raising himself to the higher and more independent position of a barrister. It does seem to me unreasonable that one who has passed the three examinations prior to his admission as an attorney should be compelled, as it were, to completely re-commence the legal ascent, and, even if prepared to pass the examinations for the Bar, be retarded until he has kept a sufficient number of terms. Neither do I quite realise the necessity of obliging men, who in their youth have passed the preliminary examination for solicitors, to burnish up their knowledge of Latin in order to be admitted as a student of one of the Inns of Court. I certainly think the foregoing an instance of the unsatisfactory state of the legal profession, and should much like to see it reformed. I am sure we country members ought to be grateful to our London brethren, who are doing so much and working so energetically for the good of the Profession at large. **H. S.**

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits. **N.B.**—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

86. MORTGAGE.—A mortgages property to B., and afterwards obtains a loan from C. on the understanding that he (A.), should give an equitable security, and when called upon, a second legal mortgage. The equitable security A. alleges was never signed, and whether signed or not, cannot be found. A. afterwards made a composition with his creditors. Are there any means now to compel A. to execute a legal mortgage, or must C. take a dividend as the other creditors; or, in other words, is the second advance an implied and enforceable security on the property? **T. W.**

87. MORTGAGE—INTEREST IN ARREAR.—A second mortgagee gives first mortgagee notice of the second incumbrance, and the following is part of the notice: "And I hereby further give you notice of my said mortgage to the intent that the said security may not be lessened or prejudiced by your lending or advancing any further sum of money on the security of the said hereditaments and premises, or permitting the interest payable under your said mortgage security to be arrear or assigning, conveying, or otherwise parting with your said mortgage security and the premises therein comprised." Now, is this of any force at all, and in what way as regards a first mortgagee who allows the interest to be in arrear? I have a case where first mortgagee, having had such a notice, has allowed the interest to get into arrear some five or six years. Second mortgagee is also aware of it. **C. D. B.**

88. LUNATIC CO-TENANT—CUSTODY OF TITLE DEEDS.—A. and B. are tenants in common of certain lands. B. is lunatic. A. contracts with purchaser for the sale of his (A.'s) moiety in the land, and hands over to him the title deeds, which are, of course, the common property of A. and B. The vendor it is clear retains no property to which the deeds relate, must he, therefore, hand over the deeds? If not, who should covenant to produce? If the deeds are delivered up with whom should the purchaser covenant for production? Does the fact of the property being copyhold, and the title deeds being, therefore, copies of the Rolls of the Manor Court, make any difference? The lunatic has no committee, nor is he so found by commission. Cases will oblige. **J. J.**

89. VENDORS' AND PURCHASERS' ACT.—A title commences by lease and release. The lease for a year is lost but referred to in the release. The Act 4 & 5 Vict. c. 21, which made this reference evidence, was repealed last session by 37 & 38 Vict. c. 96. Can I accept the reference as sufficient evidence under the Vendors and Purchasers' Act, 37 & 38 Vict. c. 78, s. 2? It seems so. If real property is vested in a married woman for her separate use, it is considered by eminent members of the Profession that her conveyance will not pass the legal estate without acknowledgment. It is admitted that the equitable estate will pass, and that only a bare legal estate will be outstanding. Now the point is this: If the married woman executes an ordinary conveyance unacknowledged and thereby becomes a bare trustee; cannot she by a second deed, which may be endorsed on the first, convey the legal estate under the Vendors' and Purchasers' Act, sect. 6, and thus avoid all question of acknowledgment. It seems so; and if so, how nice and simple things are getting. **J. LISTER (Bath).**

90. APPOINTMENT.—A. B. by will devised a specific part of his real estate to C. D. in fee, which then and at the time of his death was let to a tenant from year to year at a rent payable half yearly. Testator died between two half-yearly days of payment. Is C. D., the devisee, entitled to the rents from the last half-yearly day of payment before the death of the testator, or is the same apportionable under the 33 & 34 Vict. c. 35, and the executor of testator entitled to a proportion of the rents to the death. **C. C. C.**

92. WILL—CONVEYANCE.—A. B., by his will dated in 1872, appointed his daughter sole executrix, and devised to her certain real estate, upon trust for sale, the netpro-

ceeds to be divided between all his children. Shortly after proving the will in 1872 the executrix married, and last month sold such real estate by public auction. Is it necessary that the husband of the executrix should be a party to the conveyance, and must such conveyance be acknowledged by the executrix? or, having regard to sect. 6 of the Vendors' and Purchasers' Act 1874, will the conveyance by the executrix alone be sufficient? Replies to the above queries, giving authorities in support of the law before the late Act, will oblige. **A SUBSCRIBER.**

93. FRAUDULENTLY ENDORSING CHEQUE—REMEDY.—A. draws a cheque payable to B., or order. B. loses the cheque, which is found by C., who indorses B.'s name and transfers it for value to D. D. presents the cheque and has it cashed. Has B. any remedy against D.? **B. T.**

Answers.

(Q. 76.) **DOWER.**—A declaration contained in a Deed of Conveyance that the purchaser's widow shall not be entitled to dower, is a complete and effectual bar, although the purchaser does not execute the deed: (*Fairley v. Tuck*, 30 L. T. 126, and 27 L. J., N. S., 23, Ch.) This rule of course, only applies to the dower of women married since the 1st January, 1834. **G. F. B.**

(Q. 81.) **ADMINISTRATION.**—It is difficult to form an opinion as to the proper course for C. to pursue in this case, without knowing the exact nature of the "deposit" and "the strip of writing," referred to in this question. Assuming, however, that the "deposit" was unaccompanied by any declaration of trust, and that the "strip of writing" was not in effect a testamentary disposition, and that A. died intestate, his next of kin would be entitled to the money deposited; therefore, notwithstanding that the executors of B. are willing to pay over the money to the nieces without putting them to the expense of administration, and without obtaining a proper legal discharge, it is suggested that the nieces should execute a short deed, indemnifying the executors from all claims, losses, costs, and charges, which they may incur by reason of such payment. It is presumed that the nieces will be liable to pay legacy duty unless the deposit and the subsequent strip of writing has the effect of a declaration of trust by A., in favour of the nieces. **N. A.**

(Q. 82.) **WITHOUT PREJUDICE.**—Vide *Williams v. Thomas* 31 L. J. (N. S., 674, Ch.) **H. W. (Colchester.)**

(Q. 83.) **HUSBAND AND WIFE.**—These shares form no part of the testator's personal estate, as the husband and wife, being considered by the law as one person, they took by entireties; therefore the wife is entitled to the shares by survivorship. **N. A.**

LAW STUDENTS' JOURNAL.

UNIVERSITY OF LONDON.

The following are lists of the candidates who have passed the recent examinations:—

FIRST LL.B. EXAMINATION.—PASS LIST.

First Division.

Alexander, J. G.	Private study.
Davies, G. S.	Private study.
McIntyre, A. G. M.	Private study.

Second Division.

Bailhache, C. M.	Private study.
Bentwich, H.	University College.
Bond, H.	Trinity Hall, Cambridge.
Bovell, H. A.	University College.
Butterworth, A. K.	Private study.
Cooper, H. H.	Private study.
Dodd, C. E. G.	Private study.
Eiloart, E.	Private study.
Fask, J. M., B.A.	Private study.
Rowe, J. F.	Private study.

SECOND LL.B. EXAMINATION.—PASS LIST.

First Division.

Firth, J. F. B.	Private study.
Sly, R. M., B.A.	Sydney University College.
Taylor, E. W., B.A.	University College.

Second Division.

Cavanagh, C. B.A.	Private study.
Cox, I. S.	University College.
Emanuel, E. J.	University College and Private study.
Fuller, E. N.	Private study.
Gibb, G. S.	Private study.
Goode, J.	King's College.
Hamilton, J. W.	Private study.
Serrell, G., M.A.	Private study.
Spalding, T. A.	University College and Private study.
Yates, A.	Private study.

CORRECTION.—In our last issue among the names of gentlemen who passed the final examination in Michaelmas term, with a view to admission on the roll of solicitors, we announced that of "T. M. Barrow," it should have been "Barron."

LAW SOCIETIES.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, on Wednesday, the 20th Jan. 1875. Mr. J. Rubinstein in the chair. Mr. W. Dowson opened the subject for the evening's debate, viz.: "That the landlord's remedy by distress should be abolished." Mr. S. Chester read the reply. After a most interesting debate in a full meeting, the motion was carried by a majority of six. The

subjects for next week's discussion are: "Is a husband entitled to curtesy in lands settled to the separate use of his wife?" and, "That article clerks should be permitted to represent their principals in the County Courts and before magistrates." Messrs. Drumond, Saunders, Bone, and Bicknell are appointed to speak.

THE LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Friar-lane, Leicester, on Wednesday, the 13th inst., H. W. Toller, Esq., in the chair. The subject for discussion was, "That all international disputes should be settled by Arbitration." Mr. Stevenson opened the debate, and was followed by Mr. Hincks, Mr. Harvey, Mr. Noon, and others, and the resolution was negatived by a majority of one.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE next meeting of the above society will be held on Tuesday evening, the 26th Jan. inst., at the Law Library, Cross-street Chambers. The chair will be taken at six o'clock precisely, by C. J. Fleming, Esq., barrister-at-law. Subject for discussion: "Will a total failure of a consideration, obviously intended to exist, and upon which a deed is meant to be founded, afford a defence to an action upon it?" For the affirmative, Mr. Lord and Mr. Atkinson. For the negative, Mr. Craven and Mr. Watts.

THE UNION SOCIETY OF LONDON.

At a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening, the 19th inst., the following subject was submitted to discussion, and negatived, "That though an amendment of the game laws is called for, their total abolition is most undesirable."

THE PORTSMOUTH LAW STUDENTS' SOCIETY.

A GENERAL meeting of the members of the above society was held at the Masonic Hall, Portsmouth, on Monday evening last, when A. C. Burbidge, Esq., solicitor, took the chair. The subject for the evening's debate was, "That the case of *Prost v. Knight* (an appeal, L. Rep. 7 Ex. 111; 26 L. T. Rep. N. S. 77; 41 L. J. Rep. Ex. Ch. 78), was not rightly decided," the moot point being as follows: "If A. promise to marry B., on his father's death, can B. sue A. for breach of promise of marriage in his father's lifetime." The principal speakers in the affirmative on the case were Messrs. Waincot and Hellyer, and in the negative Messrs. Bolitho and Sims. After a few remarks from Messrs. Rous, Fraser, and Kerwood, the chairman proceeded to sum up the arguments of the various speakers, and on a division there was a majority of five for the negative. The usual vote of thanks to the chairman terminated the proceedings.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

THE second meeting of this society was held on Monday evening last, Mr. J. Shelly, presiding. The moot point for the evening's discussion was, "Is a mortgagee entitled to the benefit of his covenant after exercising his power of sale?" The subject was opened in the affirmative by Mr. Walkem, who relied mainly on the case of *Tooke v. Hartley* (Lord Thurlow), and the recent case of *Rudge v. Richens* (42 L. J. 127, C. P.). Mr. J. P. Mann (secretary) argued in the negative, and quoted in support of his contention several old equity cases, in which it was decided that upon a mortgagee suing on his covenant, equity would restrain him, as he was not in a position to convey the estate to the mortgagor. After some discussion, the president put the point before the meeting in a lucid and able manner, and a division being taken, the majority were in favour of the affirmative.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

J. V. M'GRATH, ESQ.

On Monday, the 4th inst., were interred the mortal remains of Mr. John Vincent M'Grath, in the Roman Catholic portion of the cemetery at Huddersfield. For a period of twenty years last past, and up to his death, he was Manager of the Legacy and Succession Duty Department, and Sub-Distributor at the Stamp Office, Huddersfield. Originally he was called to the Bar and

pleaded in the Four Courts in Dublin, and afterwards practised as a solicitor. During the time of the agitation, commenced by Daniel O'Connell, Mr. M'Grath took an active and prominent part in the then leading political questions of the day, on the "National" side, which he advocated in the columns of the *Nation*, of which he was then editor and proprietor, with much zeal and enthusiasm. He subsequently removed to London, and thence received an appointment at the Huddersfield Stamp Office. As a husband and father, and also as a Catholic, he was most exemplary. His courtesy and gentlemanly bearing gained him the respect and esteem of all with whom he came in contact. His funeral was attended by several of his fellow townsmen. The following gentlemen, who were his attached friends, acted as pall bearers, viz.: Mr. T. B. Wilmshurst, Chichester, Sussex; Mr. T. B. Hudson, Marple, Cheshire; Mr. Thompson, Bay Hall, Huddersfield; and Mr. Henry Moseley, solicitor, Huddersfield. The Rev. Father Pearson, of St. Patrick's, Huddersfield, administered the last offices of his religion at the chapel, as also at the grave. The deceased, who was in his seventy-third year, leaves to mourn his loss, his widow (*née* Keogh), a daughter, and four sons.

MR. SERJEANT BAIN.

THE late Edwin Sandys Bain, Esq., Serjeant-at-law, who died on the 30th ult., at Easter Livelihoods, near Stirling, in the seventieth year of his age, was the eldest son of the late Lieutenant-Colonel William Bain, of Livelihoods; his mother was Mary, the only daughter of Edwin Sandys, Esq., and he was born in the year 1804. Mr. Bain was called to the Bar by the honourable society of the Middle Temple in Trinity Term 1829, was appointed a serjeant-at-law in 1845, and for many years went the northern circuit. The deceased gentleman, who was a magistrate for the county of Stirling, married, in 1836, Mary Anne, daughter of the late William Horsman, Esq., and sister of the Right Hon. Edward Horsman, M.P., of Ashby St. Legers, Warwickshire, by whom he had issue two daughters.

G. SKENE, ESQ.

THE late George Skene, Esq., of Rubislaw, Aberdeenshire, advocate at the Scottish Bar, who died on the 2nd inst. at his residence in North Manor-place, Edinburgh, in the sixty-eighth year of his age, was the eldest son of the late James Skene, Esq., of Rubislaw, a deputy-lieutenant for Aberdeenshire, who died in 1864; his mother was Jane, daughter of the late Sir William Forbes, Bart., of Pitsligo, Aberdeenshire, and he was born in the year 1807. Mr. Skene was admitted a member of the faculty of advocates in 1830, and at the time of his decease was Professor of Civil Law and the Law of Scotland at Glasgow. He was a magistrate for the county of Aberdeen, and married in 1831 Miss Georgina Monro, daughter of the late Dr. Alexander Monro, of Craiglockhart, Midlothian, by whom, who died in 1868, he has left a family of three daughters.

W. E. WALMISLEY, ESQ.

THE late William Elyard Walmisley, Esq., Clerk of the Journals of the House of Lords, who died on the 16th inst. at his residence in Cavendish-road, St. John's Wood, in the sixty-sixth year of his age, was the eldest son of the late William Walmisley, Esq., some time Clerk of Enrolments in the House of Lords, who died in 1822. He was born in the year 1809, and at a comparatively early age was appointed to the Clerkship of the Journals in the House of Lords, from which office he retired on completing fifty years in the public service.

T. W. PHIPSON, ESQ., Q.C.

THE late Thomas Weatherley Phipson, Esq., Q.C., who died on the 15th inst., at Southampton, in the sixty-eighth year of his age, was called to the Bar by the honourable society of Lincoln's-inn in Trinity Term, 1845, and joined the Oxford Circuit, practising with considerable success as a special pleader. In 1862 Mr. Phipson became one of Her Majesty's Counsel, and he was elected in the same year a bencher of his inn, for the treasurership of which he was next in rotation at the time of his decease.

PROMOTIONS AND APPOINTMENTS.

DR. James Coombes (ex-mayor), Captain Edmond Green, Mr. Moses Rogers, and Mr. John Elworthy Catcliffe have been appointed by the Lord Chancellor magistrates for the borough of Bedford.

Mr. Buckley, Chief Clerk of Vice-Chancellor Malins, has been appointed one of the Taxing Masters of the Court of Chancery.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Jan. 8.

MOORE, J. H. and C. solicitors, Dublin (James Hamilton Moore and Cecil Moore). May 1, 1873.
YEWALL, SON, and BINNS, attorneys and solicitors, Bradford (Henry Yewall, William H. Yewall, and John W. Binns), as regards Binns. Jan. 6.
Gazette, Jan. 12.

BORLASE and ROBINSON, attorneys and solicitors, Mitcheldean (James John Grenfell Borlase and John Robinson). Dec. 31.
SIMPSON, TAYLOR, SIMPSON, and TAYLOR, attorneys and solicitors, Derby (John James Simpson, William Grimwood Taylor, Alfred Robert Simpson, and Adolphus Grimwood Taylor), as regards J. J. Simpson. Jan. 6.
WARRAND, ALEXANDER, and PARRY, JOSEPH WILLIAM, attorneys and solicitors, Ludgate-hill. Debts by Warrand. Dec. 23.

Bankrupts.

Gazette, Jan. 15.

To surrender at the Bankrupts' Court, Basinghall-street.
ENGLAND, PHILIP NEWBURY, accountant, Polygon, Somers Town. Pet. Dec. 8. Reg. Bromham. Sur. Jan. 29.
HEMSWORTH, HENRY WILLIAM, gentleman, Stratford-pl. St. Marylebone. Pet. Jan. 14. Reg. Roche. Sur. Jan. 28.
MARRIOTT, GEORGE, boot manufacturer, White-row, Spitalfields. Pet. Jan. 13. Reg. Murray. Sur. Jan. 23.
To surrender in the Country.
ALEXANDER, ALEXANDER, jute broker, Liverpool. Pet. Jan. 11. Reg. Watson. Sur. Jan. 29.
KELSEY, CASTLE, corn merchant, Hull. Pet. Jan. 12. Reg. Phillips. Sur. Jan. 27.
SIMPSON, VALENTINE BENNETT, gentleman, Stamford-st. Tottenham. Pet. Jan. 12. Reg. Fulley. Sur. Jan. 26.

Gazette, Jan. 19.

BURNETT, EDMUND, Richmond-gardens, Shepherd's Bush. Pet. Jan. 15. Reg. Haslett. Sur. Feb. 3.
FAUCHER, FERDINAND THEODORE, chemist, Southampton-row. Pet. Jan. 14. Reg. Murray. Sur. Feb. 2.
MAYER, ADOLPH, Lancaster-rd., Westbourne-park. Pet. Jan. 16. Reg. Haslett. Sur. Feb. 2.
NORMAN, GEORGE LEWIS, out of business, Carlton-hill, Maidavale. Pet. Jan. 14. Reg. Peppys. Sur. Feb. 4.
PROSSER, WILLIAM JAMES, wine merchant, Mark-la and Mincing-la, City, and Angel-rd., Brixton. Pet. Jan. 15. Reg. Roche. Sur. Feb. 3.

To surrender in the Country.

BEAUFORT, WILLIAM, baker, Wolverhampton. Pet. Jan. 15. Dep. Reg. Clarke. Sur. Feb. 5.
BICK, JOHN, hotel keeper, Wells. Pet. Jan. 14. Reg. Foster. Sur. Feb. 2.
ENTWISTLE, WILLIAM, farmer, Hardhorn-with-Newton. Pet. Jan. 15. Reg. Hulton. Sur. Jan. 30.
HARRIOT, JOHN JAMES, merchant, Liverpool (trading as James Phillips and Co.). Pet. Jan. 15. Reg. Watson. Sur. Feb. 2.
HOOK, EMIL, watchmaker, Bristol. Pet. Jan. 15. Reg. Harley. Sur. Feb. 1.
PLAISTER, JOHN, grocer, Frome. Pet. Jan. 15. Reg. Meesler. Sur. Feb. 1.
TIRBUTT, JOHN BATCHELOR, professor of music, Bromsgrove. Pet. Jan. 14. Reg. Crisp. Sur. Jan. 30.
WESTWELL, WILLIAM, cotton waste dealer, Great Harwood. Pet. Jan. 15. Reg. Bolton. Sur. Feb. 3.
WOODHEAD, GEORGE, out of business, Stockport. Pet. Jan. 14. Dep. Reg. Coppock. Sur. Feb. 1.

BANKRUPTCIES ANNULLED.

Gazette, Jan. 12.

JONES, CATHERINE, widow, Collins-st., Blackheath. Dec. 2, 1868.

Gazette, Jan. 15.

BRIGGS, CHARLES, draper (under style of Steel and Brown), Manchester. Nov. 25, 1873.
LEWIS, ALFRED EDWIN, and HYAM, FREDERICK MICHAEL, ship builders, Blackwall-point, East Greenwich, and Grace-church-st. Sept. 13, 1873.
PARRY, HENRY, coal merchant, Kirton-in-Lindsey. May 22, 1874.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 15.

ADAMS, FREDERICK JAMES, druggist, Dover. Pet. Jan. 12. Feb. 2, at twelve, at office of Sol. Worsfold, Hayward, and Co., Queen Victoria-st.
ANDREWS, JOSHUA, oilman, Chrisp-st., Poplar. Pet. Jan. 7. Jan. 23, at three, at office of Sol. Watson, Guildhall-yard.
ANDREWS, OLIVER, farmer, Coshambury. Pet. Jan. 11. Jan. 20, at eleven, at office of Sol. Bartrum, Bath.
ASHWORTH, HUGH, auctioneer, Bradford. Pet. Jan. 7. Jan. 25, at eleven, at office of Sol. Burnley, Bradford.
AYLING, THOMAS CHARLES, baker, Sprowston. Pet. Jan. 11. Jan. 28, at five, at office of Sol. Stanley, Norwich.
BECKLEY, CHARLES JOHN, shipbroker, Philpot-la. Pet. Jan. 6. Jan. 27, at two, at office of Sol. Obelin, Mansion-house-chambers, Queen Victoria-st.
BRIDPORT, HENRY WILLIAM, yeoman, Nursling. Pet. Jan. 9. Jan. 23, at two, at office of Sol. Kilby, Southampton.
BUSTON, JOHN FORDY, provision merchant, Gateshead. Pet. Dec. 13. Jan. 28, at twelve, at office of Sol. Watson, Newcastle.
CARR, JOSEPH, commission agent, Water-la. Pet. Jan. 8. Jan. 23, at nine, at Wood's hotel, Portugal-st., Lincoln's-inn-fields. Sol. Hope.
CHAFFER, JOHN, refreshment house keeper, Bradford. Pet. Jan. 11. Jan. 23, at eleven, at office of Sol. Burnley, Bradford.
CHAMBERS, MARY, milliner, Llanelli. Pet. Jan. 11. Jan. 30, at eleven, at the Guildhall, Carmarthen. Sol. Howell, Llanelli.
COATES, JOHN FARRAR, farmer, Stillington. Pet. Jan. 12. Feb. 1, at three, at office of Sol. Ramsden and Sykes, Huddersfield.
CRAGG, JOHN, plumber, Barrow-in-Furness. Pet. Jan. 12. Feb. 2, at eleven, at Shurp's hotel, 17, Strand, Barrow-in-Furness. Sol. Taylor, Barrow-in-Furness.
CUMMINS, JOSEPH, hay dealer, Cardiff. Pet. Jan. 11. Jan. 27, at twelve, at offices of Barnard, Thomas, Clarke, and Co., accountants, 4, Crooketown, Cardiff. Sol. Belloch, Cardiff.
DANIELS, MARY ANN, widow, and DANIELS, THOMAS GEORGE, fruit salesman, East, Spitalfields-market. Pet. Jan. 13. Jan. 23, at eleven, at office of Sol. Worthington, Evans, and Cook, Wood-st., Spitalfields.
DANIELS, MOSES, victualler, Downham-rd., Ilkington. Pet. Jan. 5. Jan. 23, at two, at office of Sol. Steadman, Coleman-st.
DARKE, THOMAS ROBERT, victualler, Oxford Stores, Strand. Pet. Jan. 6. Jan. 23, at two, at Dick's coffee house, 5, Fleet-st. Sol. Davis, Arundel-st., Strand.
DENNE, WILLIAM, brewer, Sandwich. Pet. Jan. 13. Jan. 28, at one, at the Fleur-de-Lis hotel, High-st., Canterbury. Sols. Mercer, Edwards, and Mercer, Deal.
DIXON, THOMAS, fruit merchant, West Hartlepool. Pet. Jan. 9. Jan. 23, at three, at office of Sol. Bell, West Hartlepool.
DOFROY, ELIZABETH, scagliola manufacturer, Stanhope-st., Euston-rd. Pet. Jan. 13. Jan. 23, at twelve, Sol. Raxworthy, Chapsdale.
DUNCAN, WILLIAM ELLIOTT, solicitor, Queen's-bldgs, Queen Victoria-st. Pet. Jan. 6. Jan. 23, at two, at office of Sols. Linklater, Hackwood, Addison, and Brown, Walbrook.
ELLERY, THOMAS, grocer, Uxbridge. Pet. Jan. 9. Jan. 23, at three, at office of Sol. Summers, Hull.
EVANS, JENKIN, Llandysall. Pet. Jan. 8. Jan. 27, at half-past ten, at office of Sols. Green and Griffiths, Carmarthen.
FAIRHURST, RICHARD, cooper, Lower Ince. Pet. Jan. 12. Jan. 19, at eleven, at office of Sol. R. H. Wignall, Wigan.
FARMER, HENRY, victualler, Wolverhampton. Pet. Jan. 12. Jan. 23, at eleven, at office of Sol. Barrow, Wolverhampton.
FEAR, FRANK, fish merchant, Aberystwith. Pet. Jan. 12. Jan. 23, at three, at 1, Baker-st., Aberystwith. Sol. Atwood, Aberystwith.
GOODMAN, GODFREY, chemist, Bethesda. Pet. Jan. 11. Jan. 28, at two, at the Alexander hotel, Dale-st., Liverpool. Sols. Barber and Hughes, Bangor.

GREEN, WILLIAM, china dealer, St. Luke's. Pet. Dec. 30. Jan. 27, at three, at office of Sol. Lewis, Hatton-garden, Holborn.

HALL, JOSEPH, coachbuilder, Gosforth. Jan. 27, at two, at office of Sol. Sewell, Newcastle.

HANCOCK, JOHN, cabinet maker, Blakenere. Pet. Jan. 9. Jan. 27, at two, at office of Sol. Corner, Hereford.

HARDY, HENRY WILLIAM, boot manufacturer, Leicester. Pet. Jan. 12. Jan. 23, at eleven, at office of Sol. Hunter, Leicester.

HARRIS, WILLIAM, farmer, St. Gabriel. Pet. Jan. 11. Feb. 1, at eleven, at office of F. W. Gundry, Bridport. Sols. Messrs. Lock, Dorchester.

HARVEY, JOHN, doctor of medicine, Regent-st. Pet. Jan. 9. Jan. 23, at two, at office of Sols. Venning, Robins, and Venning, Tottenham.

HILL, JOHN, accountant, Barnstable. Pet. Jan. 9. Feb. 2, at two, at office of Sol. Thorne, Barnstable.

HOBSON, FRANCIS, coal merchant, Sheffield. Pet. Jan. 13. Jan. 27, at four, at office of Sols. Messrs. Binney, Sheffield.

HOLDEN, ZACHARY, and JEFFERSON, RICHARD HENRY, felt hat manufacturers, Newton Moor near Hyde. Pet. Jan. 8. Jan. 23, at three, at the Merchant's hotel, Oldham-st, Manchester.

HOOPER, GEORGE HENRY, butcher, Leigh. Pet. Jan. 13. Feb. 1, at three, at office of Sol. Worcester.

IRISMAN, WILLIAM, Walsbury. Pet. Jan. 11. Jan. 27, at three, at office of Sol. Fowle, Northampton.

HOWELL, JAMES, grocer, Golborne-rd, Nottingham. Pet. Jan. 9. Jan. 23, at twelve, at office of Sol. Norton, Great Swan-alley, Moorgate-st.

INDEN, THOMAS BUREN, builder, Eastbourne. Pet. Jan. 11. Jan. 13, at eleven, at 35, Walbrook.

ILLINGWORTH, JOSEPH, and ILLINGWORTH, JOSHUA, woollen cloth manufacturers, Ossett. Pet. Jan. 11. Feb. 4, at two, at office of Sols. Burton and Moulding, Wakefield.

JACKMAN, ALFRED, grocer, Woking. Pet. Jan. 11. Jan. 23, at three, at office of Sol. Durant, Windsor.

JACKSON, RALPH WARD, colliery proprietor, Cambridge-st, Hyde-park, and Brampton, near Chesterfield. Pet. Jan. 12. Feb. 4, at two, at office of Sols. Linklater, Hackwood, Addison, and Brown, Walbrook.

JONES, EBENEZER, and JONES, HENRY, grocers, Cymmerne, Pet. Jan. 12. Jan. 23, at twelve, at office of Sols. W. J. and H. G. Lloyd, Newport.

KENYON, WILLIAM, timber merchant, Middleton. Pet. Jan. 13. Feb. 11, at three, at office of Sols. Cobbett, Wheeler, and Cobbett, Manchester.

LEVY, AARON, dealer in fruit, Pelham-st, Brick-lane, Spitalfields. Pet. Jan. 8. Jan. 23, at eleven, at 104, Leman-st, Whitechapel.

LOCKYER, THOMAS WILLIAM, warehouseman, Fore-st. Pet. Jan. 11. Jan. 23, at twelve, at office of Sols. Allen and Edwards, Old Jewry.

MC DONOUGH, JOHN, cabinet maker, Manchester. Pet. Jan. 11. Jan. 23, at three, at office of Sols. Sutton and Elliott, Manchester.

MALCOLM, GEORGE, draper, Rastcliffe, near Huddersfield. Pet. Jan. 13. Feb. 3, at eleven, at office of Sol. Sykes, Huddersfield.

MARTIN, THOMAS HENRY, blacksmith, Irthlingborough. Pet. Jan. 8. Jan. 27, at three, at office of Sol. Becke, Northampton.

MAY, JAMES, grocer, Farley, in Calverley. Pet. Jan. 11. Feb. 1, at half-past ten, at office of Sol. Hutchinson, Bradford.

MILLER, THOMAS MACGREGOR, draper, Huddersfield. Feb. 1, at eleven, at office of Sol. Arncliffe, Huddersfield.

MORGAN, DANIEL, grocer, Llanoch. Pet. Jan. 9. Jan. 23, at two, at office of Messrs. Williams, accountants, Exchange, Bristol.

NICOLSON, FREDERICK, accountant, Manchester and Offerton. Pet. Jan. 11. Jan. 23, at half-past ten, at office of F. Nicholson, 45, Cross-street, Manchester. Sol. Worsley, Manchester.

PIE, HENRY, boot manufacturer, Paradise-rd, Cambridge-rd, Bethnal-green. Pet. Jan. 5. Jan. 27, at one, at office of Sol. Sydney, John-st, Bedford-row.

RHODES, SAUNDERS, grocer, Hildes. Pet. Jan. 11. Jan. 27, at eleven, at office of Sol. Gardner, Bradford.

ROBERTS, PETER, pork butcher, Birkenhead. Pet. Jan. 13. Jan. 23, at eleven, at office of J. G. B. Mawson, accountant, 8, Duncan-st, Birkenhead.

ROSE, THOMAS, farmer, Great Meiton. Pet. Jan. 11. Jan. 19, at twelve, at office of Sols. Emerson and Sparrow, Norwich.

SALLIS, CHRISTOPHER, victualler, Brighton. Pet. Jan. 11. Jan. 23, at three, at office of Sol. Goodman, Brighton.

SEAMAN, DAVID, dealer in boots, Liverpool. Pet. Jan. 11. Jan. 23, at two, at office of Sols. Banks and Kendall, Liverpool.

SCRIVENER, THOMAS, builder, Lytton-rd, Lyonsdown, Barnet. Pet. Jan. 8. Jan. 23, at three, at the Inns of Court hotel, Holborn.

SEYMOUR, GEORGE FREDERICK, bookkeeper, Liverpool. Pet. Jan. 11. Jan. 27, at twelve, at office of Sol. Carruthers, Liverpool.

SMITH, EBENEZER, bootmaker, Walthamstow. Pet. Jan. 13. Feb. 1, at one, at office of Sol. Roberts, Coleman-st, London.

SMITH, THOMAS, victualler, Sheffield. Pet. Jan. 13. Jan. 23, at four, at offices of G. E. Gee, Fig Tree-chmbs, Sheffield. Sol. Binns, Sheffield.

SPATHAM, FREDERICK, oilman, Kingsland-rd. Pet. Dec. 30. Jan. 23, at three, at Mr. Cogswell's office, 13, Railway-approach, London-bridge. Sol. Rashleigh, St. George's-rd, Peckham.

STEVENS, ROBERT, shoemaker, Bow, Co. Devon. Pet. Jan. 11. Jan. 23, at eleven, at the Queen's hotel, Queen-st, Exeter. Sol. Searle, Crediton.

STEVENSON, FREDERICK CHARLES, grocer, King's-rd, Chelsea. Pet. Jan. 8. Jan. 23, at three, at office of J. Dyte, accountant, 65, Fleet-st. Sol. Venn, New-Inn, Strand.

STORR, WILLIAM, joiner, Elthamton and Brough. Pet. Jan. 9. Jan. 23, at three, at office of Sol. Summers, Kingston-upon-Hull.

SUTCLIFFE, JAMES, beerhouse keeper, Halifax. Pet. Jan. 11. Jan. 23, at three, at office of Sol. Leeming, Halifax.

SWAN, EDWIN MORRIS, gentleman, Cliftonville, Margate. Pet. Jan. 12. Jan. 23, at three, at office of Sol. Robinson, Margate.

SWINDELLS, JOHN, watchmaker, Stockport. Pet. Jan. 11. Jan. 23, at three, at the Waterloo hotel, Manchester. Sol. Newton, Stockport.

SYMES, JAMES, coal merchant, Wimborne Minster. Pet. Jan. 13. Jan. 23, at one, at the Railway hotel, Wimborne Minster. Sols. Aldridge and Aldridge, Poole.

TAYLOR, JOHN, cotton doubler, Oldham. Pet. Jan. 13. Jan. 23, at eleven, at office of Sol. Sampson, Manchester.

THOMPSON, JAMES, draper, Southampton. Pet. Jan. 13. Feb. 2, at twelve, at office of Sols. Weisby, Hill, and Smallshaw, Southampton.

THORNE, THOMAS, joiner, Carmarthen. Pet. Jan. 11. Jan. 27, at one, at the Guildhall, Carmarthen. Sol. Price, Haverfordwest.

TUCKER, FRANCIS EDWARD, oil refiner, Imperial Oil Works, Pough Bridge, Rochester, and Clifton-rd, Peckham. Pet. Jan. 13. Jan. 23, at twelve, at office of Sol. Gullat, Gray's-inn-sq.

TOURNADE, LOUIS, teacher of languages, Hove. Pet. Jan. 13. Jan. 23, at three, at office of Sol. Goodman, Brighton.

UPTON, EDWARD, grocer, Sheffield. Pet. Jan. 12. Jan. 23, at twelve, at office of Sol. Smeaton, Sheffield.

VAN FRAAGH, LAWRENCE, diamond merchant, Oxford-st. Pet. Jan. 13. Feb. 9, at three, at office of Sols. Harcourt and Macarthur, Moorgate-st.

VOSPER, JOHN, butcher, Devonport. Pet. Jan. 11. Jan. 23, at twelve, at office of Sols. Sole and Gill, Devonport.

WADGE, GEORGE, commission woolcomber, Bradford. Pet. Jan. 13. Jan. 23, at eleven, at office of Sols. Terry and Robinson, Bradford.

WALLACE, FREDERICK FITZROY, stage manager, Stockton. Pet. Jan. 12. Jan. 23, at three, at office of Sols. Hutton and Solvesey, Stockton.

WARDLE, NATHAN, tailor, Macclesfield. Pet. Jan. 11. Jan. 27, at two, at office of Sol. Hand, Macclesfield.

WELLS, JAMES, gunsmith, Frome. Pet. Jan. 8. Jan. 26, at three, at the Green Western Junction hotel, Didcot. Sols. Dunn and Payne, Frome.

WHITE, ALFRED, no occupation, Merstham. Pet. Jan. 7. Feb. 4, at three, at office of Sols. Lawrence, Piewa, Boyer, and Baker, Old Jewry-chmbs.

WILSON, THOMAS, musical instrument dealer, Whitehaven. Pet. Jan. 11. Jan. 23, at eleven, at office of Sols. Lamb and Howson, Whitehaven.

WILSON, THOMAS FREDERICK, journeyman joiner, Altrincham. Pet. Jan. 11. Jan. 23, at three, at office of Sol. Bowden, Manchester.

WOOLF, ALBERT LEWIS, commission agent, Reading. Pet. Jan. 11. Jan. 27, at three, at the Queen's hotel, Reading. Sol. Sydney, Finsbury Circus.

WUSTENFELD, HERMANN, and SIEDENBURG, GEORGE, merchants, Dunster House, Minehead. Pet. Jan. 8. Jan. 23, at twelve, at office of Sol. Grump, Philpot-lane.

YEATMAN, THOMAS, innkeeper, Sherborne. Pet. Jan. 11. Jan. 23, at three, at the Half Moon hotel, Sherborne. Sol. Davies, Sherborne.

Gazette, Jan 19.

ALCOCK, JOHN, grocer, Longton. Pet. Jan. 13. Jan. 23, at eleven, at office of Sol. Wells, Longton.

ANDREW, JAREZ HENRY, box manufacturer, Ormside-st. Pet. Jan. 8. Jan. 23, at eleven, at the Guildhall Coffee-house, Gresham-st. Sols. Ingle, Cooper, and Holmes, City Bank-chmbs, Threadneedle-st.

BARBING, THOMAS STEVENS WRIGHT, licensed apothecary, Lyndhurst-rd, Peckham, and of Peckham House, Peckham. Pet. Jan. 15. Feb. 2, at three, at office of Sol. Watson, Southampton-bldgs, Chancery-lane.

BARNES, JAMES, out of business, Loxells, near Birmingham. Pet. Jan. 11. Jan. 23, at twelve, at office of Sol. Assander, Birmingham.

BARTON, ELIJAH JOHN, potter, Akely. Pet. Jan. 16. Feb. 2, at eleven, at office of Mr. Henry Small, solicitor, Buckingham. Sols. Kirby, Son, and Mace, Banbury.

BATE, GEORGE, grocer, Longton. Pet. Jan. 13. Jan. 23, at two, at office of Sol. Welch, Longton.

BEACH, WILLIAM, licensed victualler, Stratton-ground, Westminster. Pet. Jan. 5. Jan. 23, at four, at office of Sol. Knight, Queen's City.

BLOCK, JOHN, carpenter, Birmingham. Pet. Jan. 9. Jan. 23, at three, at office of W. H. Brown, 40, Bennett's Hill, Birmingham.

BURGESS, GEORGE, cheesemonger, Park-st, Camden-town. Pet. Jan. 2. Jan. 23, at one, at office of Mr. Cogswell, 13, Railway-approach, London-bridge. Sol. Rashleigh, St. George's-rd, Peckham.

BURNES, BENJAMIN THOMAS, boot maker, New Brentford. Pet. Jan. 12. Feb. 2, at three, at office of Sol. Philip, Hayes and Queen Victoria.

BURTON, CHARLOTTE, widow, lace manufacturer, Nottingham. Pet. Jan. 14. Feb. 1, at twelve, at office of Sol. Bright, Nottingham.

CARTER, THOMAS, sen., clothier, Sunderland. Pet. Jan. 16. Feb. 1, at twelve, at office of Sol. Haswell, Sunderland.

CHAPPELL, GEORGE, wheelwright, Unstone, near Chesterfield. Pet. Jan. 14. Feb. 5, at twelve, at office of Sol. Hodgson, Sheffield.

CHAPMAN, GEORGE, builder, St. George's. Pet. Jan. 14. Jan. 23, at two, at office of Sol. Beckingham, Bristol.

CHARLTON, WILLIAM, builder, Aldershot, par. of Farnham. Pet. Jan. 14. Feb. 11, at twelve, at office of Holloway, 173, Ball's Pond-rd, Islington. Sol. Fenton, Albion-ter, Kingsland.

CLARK, RICHARD, grocer, Cwmbran. Pet. Jan. 12. Jan. 23, at one, at office of Messrs. Tribe, Clarke, and Co., accountants, High-st, Newport. Sol. Gibbs, Newport.

COPPE, GEORGE WILLIAM, messenger, Jervis-rd, Crown-rd, Fulham. Pet. Jan. 16. Feb. 2, at two, at the Duke of Edinburgh hotel, Woodstock-rd, Shepherd's-bush. Sol. Radford, Quality-cd, Chancery-lane.

COPPING, JOSEPH HENRY, box manufacturer, City-rd. Pet. Jan. 12. Jan. 27, at three, at office of Sol. Finch, Clifford's-inn, Fleet-street.

CRABBE, JOHN, ironmonger's assistant, Richmond. Pet. Jan. 13. Feb. 2, at three, at office of Sol. Sherrard, Lincoln's-inn-fields.

CREES, ALFRED, farmer, Frome. Pet. Jan. 14. Feb. 1, at three, at office of Sols. Dunn and Payne, Frome.

CROUSTIE, EDWIN, licensed victualler, Bath. Pet. Jan. 14. Feb. 1, at eleven, at office of Sol. Bartrum, Bath.

CUTTS, JOSEPH, blacksmith, Stretton. Pet. Jan. 14. Feb. 2, at twelve, at the Old Angel inn, Chesterfield. Sol. Thurman, Alfreton.

CUTTENBERG, MARY, toyshop keeper, Chippendale. Pet. Jan. 16. Feb. 10, at twelve, at office of Sols. Pinniger and Wood, Chippendale.

DIESPICKER, LOUIS, commission agent, Colebrook-rd, Islington. Pet. Dec. 31. Jan. 23, at two, at office of Sol. Martin, Mirror-chmbs, Fenchurch-lane.

DISTIN, RICHARD SPARKE, ironmonger, Eaglet-ter, Hornsey-rd. Pet. Jan. 14. Feb. 2, at two, at office of Sols. Lee, Pemberton, and Reeves, Lincoln's-inn-fields.

DUDLEY, THOMAS, engraver, Bradley, par. Sedgley. Pet. Jan. 14. Feb. 1, at eleven, at office of Sol. Stokes, Dudley.

EDMONSON, ISAAC, sen., currier, Pudsey. Pet. Jan. 16. Feb. 2, at three, at office of Sol. Carr, Leeds.

FARRAR, GEORGE FRANCIS, commission agent, Lee. Pet. Jan. 1. Jan. 27, at eleven, at office of Mr. Charles Graham Carttar, 14, Clement's inn, Strand, accountant.

FORBES, ROBERT, grocer, Tynemouth. Pet. Jan. 16. Feb. 1, at two, at office of Sols. Messrs. Watson, Newcastle-upon-Tyne.

FRASER, GEORGE, landscape gardener, Chesham-rd, North Brixton. Pet. Jan. 4. Jan. 23, at three, at office of Sol. Cooper, Charing-cross.

GARLAND, JAMES, weighing machine manufacturer, Birmingham. Pet. Jan. 13. Jan. 23, at twelve, at office of Sol. Hawkes, Birmingham.

GELDER, SOLOMON, clothier, Little Newport-st, Leicester-sq. Pet. Jan. 8. Feb. 2, at three, at office of Sols. Messrs. Button, Henrietta-st, Covent-gd.

GREEN, RICHARD, baker, Old-st, St. Luke's. Pet. Jan. 14. Feb. 10, at three, at office of Sols. Lawrence, Piewa, Boyer, and Baker, Old Jewry-chmbs.

GUMBLETON, RICHARD, grocer's traveller, Vassall-rd, Brixton. Pet. Jan. 5. Jan. 23, at four, at office of Sol. Knight, Queen-st, City.

GUTHRIE, JAMES, builder, Darlington. Pet. Jan. 14. Jan. 30, at eleven, at the Fleece hotel, Darlington. Sols. Stevenson and Meek, Darlington.

GUTTENBERG, AARON, cabinet maker, Kingston-upon-Hull. Pet. Jan. 12. Jan. 23, at twelve, at office of Sol. Spurr, Kingston-upon-Hull.

HEPENTALL, ROBERT, warehouseman, Wood-st. Pet. Jan. 12. Feb. 4, at eleven, at office of Lutman, Boddington, and Co., 3, Queen's-bldgs, Queen Victoria-st, High, Cooper, and Holmes, City Bank-chmbs, Threadneedle-st.

LASCALLE, JOHN JAMES, cheesemonger, Engle-st, Shoreditch. Pet. Jan. 13. Feb. 1, at ten, at the Guildhall Tavern, Gresham-st. Sol. Marshall, King-st, ten, Hammer-smith.

LEES, JOSEPH, GOODMAN, tailor, Brickham. Pet. Jan. 16. Feb. 4, at three, at the Castle hotel, Exeter. Sol. Friend, Exeter.

LEES, SAMUEL, draper, Stockport. Pet. Jan. 16. Feb. 2, at three, at office of Sols. Darnott and Bottomley, Manchester.

LEWIS, WILLIAM, and BEISE, WILLIAM, builders, Bargoed. Pet. Jan. 11. Feb. 4, at one, at office of Sols. Messrs. James, Merthyr Tydfil.

LOTHOUSE, ALFRED, architect, Huddersfield. Pet. Jan. 14. Jan. 23, at three, at office of Sols. Hesp, Fenton, and Owen, Huddersfield.

LOVERIN, RICHARD, wholesale jeweller, Birmingham. Pet. Jan. 14. Feb. 1, at three, at the Union hotel, Birmingham. Sol. Simmons, Birmingham.

LYONS, WILLIAM, leather dealer, Birmingham. Pet. Jan. 13. Jan. 27, at three, at office of Sols. Maher and Poncia, Birmingham.

MOORE, JOHN, coal dealer, Ripple. Pet. Jan. 15. Feb. 1, at eleven, at office of Sols. Moores and Romney, Tewkesbury.

NEWTON, HENRY, tobacconist, Eastbourne. Pet. Jan. 14. Feb. 10, at two, at office of Sol. Perry, Guildhall-chambers.

ODONNELL, JOHN, general salesman, Leek. Pet. Jan. 15. Feb. 10, at two, at the Angel hotel, Macclesfield. Sol. Redfern, Leek.

ORMEROD, JAMES, provision dealer, Bury. Pet. Jan. 15. Feb. 2, at three, at the Clarence hotel, Spring-gardens, Manchester.

SOLS. T. A. and J. Grundy and Co., Bury. Pet. Jan. 16. Feb. 2, at eleven, at the Castle hotel, Exeter. Sol. Flood, Exeter.

PETCHERY, JOSEPH ELIJAH, hosier, King's-rd, Chelsea. Pet. Jan. 6. Feb. 2, at four, at Ridler's hotel, Holborn. Sol. Marshall, Lincoln's-inn-fields.

PETER, JAMES THOMAS, butcher, Upper Norwood. Pet. Jan. 12. Jan. 27, at three, at office of Sols. Wood and Hare, Basinghall-st.

PRIESTLY, JOHN, cotton spinner, Huddersfield. Pet. Jan. 11. Feb. 1, at two, at the Queen hotel, Market-st, Huddersfield. Sols. Kemp, Fenton, and Owen.

QUINN, JOSEPH, smallware dealer, Liverpool. Pet. Jan. 15. Feb. 1, at three, at office of Sols. Teaboy and Lynch, Liverpool.

RADCLIFFE, CORNELIUS, cashier, Saddleworth. Pet. Jan. 14. Feb. 1, at three, at office of Sols. Toy and Broadbent, Ashton-under-Lyne.

ROBINS, HENRY, fish merchant, Lowestoft. Pet. Jan. 16. Feb. 9, at three, at office of Sols. Chamberlin and Diver, Great Yarmouth.

ROSSON, JOHN, innkeeper, Smallwood. Pet. Jan. 15. Feb. 1, at one, at office of Sol. Lees, Burslem.

ROWE, HENRY COLEMAN, farmer, Princeton. Pet. Jan. 15. Feb. 2, at two, at St. George's Hall, East Stonehouse. Sol. Curteis, East Stonehouse.

SARSON, THOMAS, clerk, Lambury-grove, Hackney. Pet. Jan. 13. Jan. 23, at three, at office of Beesley and Gray, public accountants, 4, King-st, Cheapside. Sol. Hicks, Annis-rd, South Hackney.

SAWYER, JOHN WILLIAM, builder, Pavilion-rd, Sloane-sq, and Carlyle-sq. Pet. Jan. 16. Feb. 2, at two, at the Guildhall Tavern, Gresham-st. Sols. Halse, Trustram, and Co. Cheapside.

SCOTT, CHARLES KNOX, milliner, Strangeways. Pet. Jan. 14. Feb. 3, at three, at office of Sol. Warner, Manchester.

SHAW, MOSES, fishmonger, Stonehouse, par. Shirland. Pet. Jan. 16. Feb. 8, at eleven, at office of Sol. Cutts, Chesterfield.

SIMMONDS, HENRY, tailor, Shoreditch. Pet. Jan. 8. Jan. 27, at three, at office of Mr. Hudgell, 53, Gresham-st. Sol. Gray, Gresham-st.

SINGER, JOHN ROBERT, provision merchant, Chippendale. Pet. Jan. 14. Feb. 1, at eleven, at the George and Railway hotel, Bristol. Sol. Nalder, Shepton Mallet.

STEWART, JOSEPH, grocer, Liverpool. Pet. Jan. 16. Feb. 1, at two, at office of Messrs. Sheen and Broadhurst, accountants, 14, North John-st, Liverpool. Sols. Williams, Liverpool.

STOBBS, EDWARD, grocer, Leeds. Pet. Jan. 13. Jan. 23, at two, at office of Sol. Walker, Leeds.

TAYLOR, ALFRED, grocer, Bath. Pet. Jan. 15. Feb. 10, at ten, at office of Sol. Collins, Bath.

THOMPSON, JAMES, shipbroker, Newcastle-upon-Tyne. Pet. Jan. 16. Feb. 8, at eleven, at office of the County Court, Westgate-rd, Newcastle-upon-Tyne. Sol. Stewart, Newcastle.

TINDALL, WILLIAM, book maker, Norton, near Malton. Pet. Jan. 14. Feb. 1, at three, at the George hotel, Yorkgate, near Malton.

TOTT, JOHN, commission agent, Bristol. Pet. Jan. 16. Feb. 1, at two, at office of Sol. Beckingham, Bristol.

WALTON, JOSEPH HENRY, tailor, Leeds. Pet. Jan. 12. Jan. 23, at three, at office of Messrs. Simpson and Bevers, accountants, Commercial-st, Leeds. Sols. Stocks and Nettleton, Wakefield.

WATSON, HENRY, cheesemonger, Hackney-rd. Pet. Jan. 11. Jan. 23, at two, at office of Beesley and Gray, public accountants, 4, King-st, Cheapside. Sol. Hicks, Annis-rd, South Hackney.

WILCOCK, ELIJAH, scrap iron and cinder dealer, Tipton. Pet. Jan. 14. Jan. 23, at three, at office of Sol. Travis, Tipton.

WILLIAMS, THOMAS, out of business, Bristol. Pet. Jan. 14. Feb. 2, at two, at office of Sol. Thick, Bristol.

WILSON, JOSEPH MUSGRAVE, plumber, Bradford. Pet. Jan. 14. Feb. 1, at three, at office of Sols. Fawcett and Malcolm, Leeds.

WRIGHT, THOMAS, greengrocer, Maesteg. Pet. Jan. 16. Feb. 1, at twelve, at office of Sol. Lewis, Maesteg.

WYLD, REV. ROBERT HENRY, and CALVERT, CANTON, bankers, Southwell. Pet. Jan. 6. Jan. 23, at eleven, at the Assembly Rooms, Southwell. Sol. Shilton, Nottingham.

Dividends.

BANKRUPT'S ESTATES.
The Official Assignees, &c., are given, to whom apply for the Dividends.

Chit, H. ship chandler, first, 10s., on new proofs, and second and final, 10s., on new proofs. At Trust. H. Bolland, 10, South John-st, Liverpool.—Cross and Cropper, brass founders, 2s. 6d. At Trust. S. J. Bewick, 55, Albion-st, Leeds.—Gomerell, J. and J. F., woolen manufacturers, first, 5s. At Trust. J. Gordon, 23, Albion-st, Leeds.—Hopkinson, G. E. Watton, first, 10s. At Gurney and Co.'s, Watton.—Nye, T. jun., innkeeper, second and final, 14s. At office of J. Brathwaite and Co., 36, Albert-rd, Middleborough.—Ray, R. farmer, first, 4s. At Trust. H. J. Cundy, Welby.—Roberts, S. clerk, further, 3s. At Trust. S. Wills, Wadbridge, Cornwall.—Spencer, A. E. clerk in holy orders, fifth, 1s. At Trust. T. Chirgwin, 26, River-st, Truro.—Stable and Roberts, ornamental lithographers, first and final, 1s. 8d., and first and final, 1s. 8d. At offices of Nicholson and Milne, 100, King-st, Manchester.

Orders of Discharge.

Gazette, Jan. 5.
RICKETS, AUBREY, gentleman, Belmont-hill, Lee.
SHAW, THOMAS, joiner, Ilkeston.

Gazette, Jan. 8.
HOWARD, HILTON, oculist, Bloomsbury-sq, Red Lion-sq, Holborn; and Approach-rd, Victoria-park.

Gazette, Jan. 12.
AINSWORTH, JAMES, publisher, Manchester.
GRIFFITHS, SAMUEL, metal broker, Tower-st, London-Salis.

Gazette, Jan. 15.
UNDERWOOD, GEORGE CRADDOCK, brush manufacturer, Church-rd, Kingsland.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.
ARCHIBALD.—On the 18th inst., at Putney, the wife of W. F. A. Archibald, Esq., barrister-at-law, of a daughter.

BROWN.—On the 14th inst., at 63, Prince's-square, Bayswater, the wife of William Brown, Esq., barrister-at-law, of a son.

FAWCETT.—On the 15th inst., at Westbourne Park Villas, Bayswater, the wife of J. Henry Fawcett, Esq., barrister-at-law, of a son.

FREEMAN.—On the 14th inst., at 27, Thornhill-square, N., the wife of George D. Freeman, solicitor, of a daughter.

ROUSE.—On the 19th inst., at 18, Elm-st, Curry, Somerset, the wife of J. A. Rouse, Esq., solicitor, of a son.

MARRIAGES.
CHARLES—SHERINGHAM.—On the 14th inst., at St. Andrew Church, Gloucestershire, George Charles, Esq., of 17, Orset-terrace, Hyde Park, and Lincoln's-inn, barrister-at-law, to Gertrude Ethel, second daughter of the Rev. John William Sheringham, Dean of St. Andrew's, Honorary Canon of Gloucester.

GRESHAM—NORTHCOATE.—On the 14th inst., at St. Matthew's Church, Brixton, Thomas Gresham, of 27, Warwick-road, Maida Hill West, solicitor, to Ellen Jane, eldest daughter of Stafford Henry Northcoate, Esq., of Sharnley Lodge, West Brixton.

ROBERTSON.—On the 18th inst., at Great Yarmouth, John Underman, solicitor, of London, to Jessie Margaret, youngest daughter of the late Edward Landon Dickson.

DEATHS.
NOTCUTT.—On the 12th inst., at his residence, Angles-road, Ipswich, aged 40, Mr. Stephen Adams, of Notcutt, N. Hants.

PHIPSON.—On the 15th inst., at Southampton, aged 67, Thomas Weatherley Phipson, one of Her Majesty's Counsel and Reader of Lincoln's-inn.

RING.—On the 17th inst., at East Bridgford, Nottingham, David Babington Ring, Esq., barrister-at-law, late of the Western Circuit, and Vancouver Island.

SHIPMAN.—On the 16th inst., aged 57, Robert Milligan Shipman, of Manchester, and Bredbury Hall, Cheshire, solicitor.

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To Readers and Correspondents.

OMEGA.—Stephen.

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All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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execution—it need not necessarily be real property. In the case referred to the plaintiff was suing his bankers to recover money deposited. They had declined to pay on the ground that they had received notice from third persons not to do so; but the money had not been attached. It was contended that under these circumstances the plaintiff had property in the hands of the defendants, unless they showed by affidavit that it was so affected by lien or valid attachment that it could not be available for costs. We do not, however, consider that this was the strongest argument. It appears to us that the whole rule is opposed to the policy of the law as it at present exists. Imprisonment for debt has been abolished, therefore the personal presence of the plaintiff within the jurisdiction is not of such importance as it was heretofore; and the counsel who argued the case certainly hit an anomaly when he pointed out that a wealthy non-resident suing for money in the hands of his bankers is in a worse position than the most poverty-stricken resident who can satisfy a judge that he has a cause of action fit to be tried in the Superior Court. The latter need not give security for costs; the former must, though no affidavit of merits be made by the defendant. The court said the old rule (which is really founded on an *obiter dictum* of Mr. Justice PATTERSON) must be altered, if at all, by all the courts. That it should be altered cannot, we think, be open to doubt.

It seems to be pretty generally admitted that liquidation, whether of the estates of companies or individuals, is a blunder. Had we not the remarkable evidence furnished by the European and Albert Insurance Societies before us, we should have declined to believe it possible that any human affairs could have assumed a shape of such complication and apparently interminable difficulty. Again, did we not know intimately the iniquitous abuse to which liquidation under the Bankruptcy Act is liable, we should have deemed it impossible that any Bankruptcy Act could so thoroughly and completely defeat the end and object of bankruptcy. The idea of Parliament that it would be advisable to wind-up the affairs of a company by means of a single arbitrator, whose decisions on all questions should be final, was most unfortunate. In practice it has proved positively disastrous, but, as Mr. BUNYON points out in a letter to the *Times* on Wednesday, the question now is how to prevent liquidations of this nature for the future. Unless an insurance office has no property at all, "unless it has reached the very depths of insolvency," Mr. BUNYON thinks that reconstruction or transfer must be better than liquidation. We quite agree, and the observation is applicable to bankruptcy. In the vast majority of liquidations creditors get nothing; any estate remaining is, as a rule, swallowed up, no one knows how; the files of the court are encumbered with "proceedings," all sorts of "points" are taken by trustees; and, to the scandal of our jurisprudence be it said, the only persons who profit by liquidation in bankruptcy are lawyers and accountants. It may be to the present interest of these gentlemen that this condition of things should continue, but the result must be a violent change, a wrench which will dislocate many existing arrangements. For this reason, we hope some assistance will be given to the committee now sitting by those most competent to give it. The avidity with which creditors snap at any composition is the best possible evidence that liquidation and bankruptcy are distrusted by the public. There is, however, no valid reason why dividends should not be secured out of insolvent estates. There are those who consider the old system of official assignees preferable to that which now prevails, and unquestionably the Court of Bankruptcy should have a larger control over trustees than it now exercises. We do not profess, however, to be able to devise any plan for amending the law, and we shall await the report of the LORD CHANCELLOR'S committee with considerable interest.

THE legal consequences under the Corrupt Practices Acts of a joint Parliamentary candidature have again been reviewed in the second branch of the *Boston Election Petition*, which has, after standing over for many months, at length been decided in favour of the respondent, Mr. INGRAM, the sitting member. It will be remembered that Mr. PARRY was unseated for bribery in June last by Mr. Justice GROVE, the bribery consisting of a distribution of coals amongst the poorer inhabitants of Boston by Mr. PARRY's political agent, about ten days before the election, which took place in February 1874. In 1872 Mr. INGRAM had consented to be put in nomination as a Liberal candidate in event of a vacancy or dissolution. When the dissolution suddenly took place, in January 1874, he was absent from England, but returned at once, and being put in nomination, coalesced with Mr. PARRY, and was returned to Parliament with him. Neither Mr. INGRAM nor his agent had any knowledge of the distribution of coals, on account of which Mr. PARRY was afterwards unseated. The question for the opinion of the court was whether the coalition made Mr. INGRAM "responsible in law" for the acts of Mr. PARRY. The court (Lord COLERIDGE, C.J., and KEATING, GROVE, and DENMAN, JJ.), without calling upon Mr. INGRAM's counsel, decided unhesitatingly in his favour. The doctrine in the *North Norfolk Case* (O'M. & H. 240) and the *Norwich cases* (1 O'M. & H. 10; 2 O'M. & H. 39; 23 L. T. Rep. N.S. 701) that coalescing candidates

The Law and the Lawyers.

A BASELESS rumour last week found its way into print to the effect that Baron BRAMWELL and Mr. Justice MELLOR intended to retire from the Bench. In legal circles this was considered not altogether improbable, but it is a positive relief to learn that the rumour is wholly unfounded. It cannot be concealed that the most recent elevations have not strengthened the Bench, and for such losses as Mr. Justice WILLES, Mr. Justice BYLES, and Baron MARTIN to be succeeded by the resignation of the two learned judges above named, would be an unmixed calamity. It is really alarming to think what will happen to the Court of Exchequer when Baron BRAMWELL does resign.

ELSEWHERE we publish a report of an application to the Court of Exchequer on the subject of security for costs to be given by plaintiffs resident out of the jurisdiction. The rule has been long established that plaintiffs so situated, having no property in this country, must give security for costs; but it has been held sufficient if the property in this country is anything which can be taken in

are responsible for each other's acts, was not only not questioned, but expressly affirmed. But the court very properly held that it would be a great injustice so to extend this doctrine as to make it applicable to a case where the bribery took place before the coalition, and where the coalescing member sought to be implicated was totally ignorant of it. Mr. Justice GROVE, indeed, went so far as to say that the case was so clear, that he was inclined to think that he ought to have decided it upon the hearing of the petition. But he added that the result might be very different in another case, if it should happen that the coalescing candidate either knew of previous corrupt practices of his co-candidate, or recklessly entered into a coalition, shutting his eyes to a probability of his co-candidate having been guilty of corrupt practices.

THE recent case of *Ellis v. The Loftus Iron Company* (31 L. T. Rep. N. S. 483), usefully illustrates the subject of remoteness of damages. It was an appeal from the County Court Judge of Glamorganshire. The plaintiff occupies a farm, a portion of which was let to the defendants. This portion was fenced in by the defendants by means of a wire fencing. On the adjoining land the plaintiff kept a number of horses and cattle. On the 18th Aug. the defendants turned an entire horse, which belonged to them, on to this plot of ground. This horse and one of the plaintiff's mares being on either side of the fence, the former damaged the latter by biting and kicking, and an action was consequently brought. The evidence proved that the horse did not cross the fence; but that the plaintiff had warned the defendants to keep the horse away from his mares. The County Court Judge held that there was no trespass, and that the damage was too remote. The Court of Common Pleas reversed this judgment. The learned judges were mainly influenced in deciding the question of remoteness of damages by the case of *Lee v. Riley* (18 C. B., N. S., 722). In that case, through a defect in the fences, which it was the defendant's duty to repair, his mare strayed in the night time from his close into an adjoining field, and thence into a field of the plaintiff's, in which was a horse. From some unexplained cause the defendant's mare kicked the plaintiff's horse and broke his leg. It was held that the defendant was responsible for his mare's trespass, and that the damage was not too remote. "The only question," says Mr. Justice MONTAGUE SMITH, "is whether or not the injury so caused was too remote. It was contended that it was, because the plaintiff gave no proof that the defendant's mare was vicious, and that the defendant knew it. I do not think it was wrong to give any such evidence. . . . If even the plaintiff's horse committed the first assault, the plaintiff would, under the circumstances, I think, have been equally liable. It was through his negligence that the horse and the mare came together. The damage complained of was the result of that meeting, and I think it was not too remote." The decision of the Court of Common Pleas seems at first sight to bear hard upon the Iron Company, but a moment's reflection will show that it is quite consistent with justice.

WE had occasion not long ago to refer to the distinction which exists between the liability of common carriers and warehousemen for negligence. A recent decision of the Supreme Court of Illinois in the case of *Buckingham v. Fisher*, turns upon the same question, and it may interest our readers to know how this subject is dealt with in American courts of law. The appellants were the lessees of a warehouse which was used for the storage of grain consigned to them. The warehouse was built on the banks of a river. The cargoes of grain were landed at a dock; but between the dock and the warehouse was an open space. Owing to the regulations prevailing, teamsters who were sent for grain were required to get a ticket at an office near the warehouse as a condition precedent to the delivery of the grain. This ticket was delivered to teamsters when their waggons were at the warehouse to receive grain. There was no proof that provision was made for hitching the teams while the drivers were in the office obtaining tickets. So much must be said by way of preliminary. The respondent bought some grain in 1871, and sent his team to remove it from the warehouse. Whilst the driver, together with the waggon, was absent for his ticket according to the above rules, his horses backed and fell over the edge of the wharf into the river, before he could reach them. An action was brought to recover the loss of the team, waggon and harness. In support of the action it was urged that it was the duty of the appellants to place guards on the edge of the wharf, and that they had been guilty of negligence in not providing a means of hitching teams. Judgment was given for the plaintiff in the court below, but the Supreme Court reversed this decision. We may at once say that we fully concur in the judgment of the latter court. This judgment may be briefly summed up as follows: There was no legal duty cast upon the appellants to take the above precautions; they were not like common carriers, who are bound to exercise more than ordinary care and diligence; they are not insurers. "A railway company is bound . . . to provide and maintain safe platforms and approaches to the ways on their road. Carriers by water are also required to furnish safe approaches to their vessels," but the obligations of warehousemen were only those of ordinary

care for property entrusted to them. The learned judge puts the grounds of the decision in clear terms when he says, "No rule is more firmly established than that a person who is not under some public duty to repair a way is not liable for failing to do so, in case injury is incurred by others. And in this case no such duty appears. They permitted persons to come upon the wharf, but received nothing therefor. . . . Where one voluntarily puts himself or his property in a place of known danger, he is held to assume all the risks incident to the position."

It is most disgraceful that a failure of justice should be permitted to occur in this country for the want of a few pounds, and with the quiet consent of the justices of Middlesex, and of the magistrates who are respondents to appeals. Seven appeals were set down for hearing before these justices at the Guildhall, Westminster last Saturday. One appeal was that of GREEN, a licensed victualler, appellant, against a conviction of Mr. INGHAM, a stipendiary magistrate, sitting at the Hammersmith Police Court. The counsel for the appellant, Mr. MONTAGUE WILLIAMS, applied that the appeal should be struck out, on the ground that no one appeared in support of the conviction, and further expressed his belief that the strange absence of counsel for the respondent was to be attributed to the fact that the solicitors who had formerly instructed counsel on behalf of respondent magistrates had ceased to do so in consequence of there being no fund in the hands of the justices of Middlesex, out of which the costs could be satisfied, should the judgment be given for the appellant. The Assistant Judge therefore ordered the appeal to be struck out, which act has the effect of quashing the conviction, but of saving fees to counsel and other costs which would have been incurred should the conviction have been formally quashed after the appeal had been heard. This proceeding is most unsatisfactory, and, in our opinion, detrimental to the cause of true justice. An information had been laid against the licensed victualler, he had been convicted by the stipendiary magistrate, and he wished to assert his innocence by means of a higher tribunal. No opportunity was given to him to do so, but after waiting for some weeks in that perturbed and unhappy state of mind, between hope and fear, he suddenly finds that his case is not heard, that he is distinguished neither as innocent or as guilty, but simply according to the Scotch law, that his guilt is "not proven." We are quite aware that the ordinary course of practice at quarter sessions is that an appeal against a conviction throws on the prosecutor the necessity of making out the case, and that if no one appears to discharge the office of respondent, it is the duty of the court to give effect to the appeal on a presumption that the non-appearance of the respondent to support the case shows that he is not prepared to maintain the conviction. The appeal was from a conviction on an information under the Licensing Act of 1872 (35 & 36 Vict. c. 94), and the appellant, under the 52nd section of that Act, had duly given notice to the respondent magistrate. In the event of judgment being for the appellant (whether the appeal be heard or, as in the present case, not heard), an order may be made by the justices whereby the prosecutor is called on to pay the costs. This is by virtue of the 12 & 13 Vict. c. 45, s. 5, which empowers the court to award costs against the "party" against whom the appeal is decided. This statute is probably the nightmare which instigated such undignified behaviour on the part of the authorities. Yet it has been decided in similar cases of appeal that the respondent magistrates are not the "parties," but that the appellant and the prosecutor or informant are (*Reg. v. Smith*, 29 L. J. 216, M. C.; *Reg. v. Justices of Hants*, 1 B. & Ad. 654; *Reg. v. Purdey*, 5 B. & S. 909; *Gay v. Matthews*, 4 B. & S. 425), although the respondent magistrates receive the notices of appeal. And Lord TENTERDEN says on this subject, "it would be a great anomaly to cause a justice who acts *bonâ fide* in the discharge of his judicial duty to pay costs." The costs in the event of judgment for the appellant therefore fall on the original prosecutor or informant, and the respondent magistrate incurs no expense whatever. We sincerely hope that, for the credit of our judicial system, such scandal may not be again permitted, and we venture to think that it will not, particularly if all our remarks be carefully digested.

RECENT DECISIONS ON THE LAW OF COSTS.

IN the article entitled "Recent Decisions on the Law of Costs" which appeared in our last week's impression, reference should have been made to the case of *Baxendale v. The London, Chatham, and Dover Railway Company* (23 W. R. 167), in which several of the Judges of the Exchequer Chamber questioned the principle established by *Mors le Blanch v. Wilson* (28 L. T. Rep. N. S. 415), viz., that where an action is brought against A. to recover unliquidated damages for which he has become liable, through the default of B., notice being given to B. who declines to intervene, A.'s right to recover from B. the costs of defending such action depends upon a twofold consideration, viz., whether it was a reasonable thing to defend it, and whether the defence was conducted in a reasonable manner. In the case above referred to, Messrs. Baxendale had entered into a contract to forward some pictures from London to Paris; they were de-

livered by them to the defendants for that purpose, and were injured during the transit through the negligence of the defendants' servants. An action was thereupon brought against Messrs. Baxendale by the owner of the pictures, and the defendants, though informed thereof, declined to intervene, on the ground that they were not liable. Messrs. Baxendale then defended the action, though advised by their counsel that they had no defence, and, the verdict being adverse to them, now sought to recover the damages and costs against the defendants. The Court of Exchequer, on the authority of *Mors le Blanch v. Wilson*, held the defendants liable for the costs of the previous action; but, on appeal, their decision was reversed by the Exchequer Chamber on the ground that there was no authority, express or implied, from the defendants to defend the action. As, however, the court were further of opinion that it was unreasonable to defend it, the case of *Mors le Blanch v. Wilson* cannot be considered as overruled, especially as some of the Judges thought it distinguishable.

THE PRIVILEGE OF MEDICAL REPORTS.

A CASE was before the Court of Queen's Bench a few days ago which brought to light one of those extraordinary conflicts in legal decision which are so remarkable, and which show how desirable it is that there should be but one supreme tribunal sitting in divisions which should be incapable of arriving at opposite conclusions upon the same point. We intend to refer to the decisions on the point because it is desirable that they should be clearly before the judges with a view to establishing one uniform rule, as was done recently in the case of *Vaughan v. Weldon* (31 L. T. Rep. V. S. 683), where the decision in *Jackson v. Spittall* in the Common Pleas, as to the meaning of "cause of action" in the Common Law Procedure Act, was adopted in preference to the decisions in conflict with it in the other courts.

The case in the Queen's Bench on Monday was an application on behalf of a railway company which was defendant in an action to recover damages for personal injuries to set aside an order of Mr. Justice Archibald made at Chambers, giving the plaintiff leave to inspect a report of his condition made by the company's medical man. The company had resisted this order on the ground that he report was privileged, but the court took a very strong view in favour of the plaintiff, and upheld the decision of the learned judge at chambers. It is to the conflict of authority, however, that we wish to direct attention.

Mr. Kerr, writing on discovery in the year 1870, lays it down p. 145) "Communications with an unprofessional lay agent in anticipation of litigation, and with a view to the prosecution of claim, or in defence to a claim relevant, to the matters in dispute are protected from production. Information procured through an agent relative to litigation, and with a view to it, is as much protected on principle as if it were procured through a solicitor." and the author cites the authority of *Cossey v. London and Brighton Railway Company* (L. Rep. 5 C. P. 146; 22 L. T. Rep. I. S. 19), for the proposition that the report of a medical man sent by a defendant company to ascertain the extent of a plaintiff's injuries, is privileged, simply putting in a footnote "Compare *Baker v. London and South-Western Railway Company*." This is a slipshod way of writing text books which is really deplorable. *Baker's* case is in principle directly in conflict with *Cossey's* case. The court decided that the reports of a medical man were open to inspection under the precise circumstances which we have stated. The Lord Chief Justice there distinguished the *Chartered Bank of India v. Rich* (4 B. & S. 73; 32 L. J. 300, Q. B.), "because in that case the documents in question were letters from the one party's private and confidential agents who had never placed themselves in communication with the other party." "When you send your agents to see and negotiate with the other party, whatever takes place at such interviews ought to be made known, and the other party or those representing him have a right to inspect the communications respecting them." Now in what respect is *Cossey's* case distinguished from this? Simply because, in the opinion of the Lord Chief Justice Bovill, where a plaintiff has submitted to be examined by the medical officer of the company, there is no implied understanding that any reports made by him shall be produced. Mr. Justice Montague Smith thought however that a distinction was to be drawn because in *Baker's* case "a medical man and an attorney's clerk were sent to negotiate a settlement of the claim." was not contended in that case in opposition to the production of the documents that they were obtained with a view to impending litigation." The learned Judge added, "It is not necessary to say so far the ground of decision in that case ought to prevail."

The Court of Queen's Bench followed up *Baker's* case by deciding *Fenner v. The London and South Eastern Railway Company* (L. Rep. 7 Q. B. 767; 26 L. T. Rep. N. S. 971), which recognised the broad principle that where justice requires that there should be inspection, the court in the exercise of its discretion will grant it; and *Fenner's* case was followed by the same court in *Malden v. Great Northern Railway Company*, reported in a note p. 300 of 9 L. Rep., where Mr. Justice Blackburn, in delivering judgment said that the circumstances must be considered in deciding whether a contract for inspection was to be implied. The

learned judge said: "Now we are agreed upon this; that if a medical man is sent down to examine a patient and to report to a company, and it is done with such a warning to the patient's friends who are acting for him in the matter, or to his attorney if he has one—if it is done under such circumstances that there is a contract actually made that the doctors are to come and see the man, and have a fair examination and report to the company, and that report is to be for their guidance and is confidential, then undoubtedly we should not order them to produce it; and where the circumstances are such, from the plaintiff's attorney being concerned in it, that it may be implied, although not expressly said, that such an agreement was understood, I should say the same thing. The difficulty of implying an understanding is considerable, unless there is an attorney concerned in the matter, who would know what was the usual practice; and if the company choose to let it rest on an understanding and implication, they must run the risk of having litigation to see whether it is implied or understood. In the present case I should come to the conclusion that it was not."

The decision to which that case is put as a note in the Law Reports is *Skinner v. The Great Northern Railway Company*, which followed *Cossey's* case, the proposition of law being thus stated in the head note: "Where an accident occurs on a railway and the officials of the company in the course of their ordinary duty make a report to the company whether before or after action brought, the report is not privileged. But where a claim is made and the company seek to inform themselves by a medical examination as to the condition of the person making the claim, the report made to them is privileged. Baron Bramwell simply said: "We have to choose between the decision of the Queen's Bench and that of the Common Pleas, and we follow the latter, which is in conformity with the practice of this court."

If the public are only made aware of the conflict of opinion they have the remedy in their own hands, when in the unfortunate position of being plaintiffs for damages against railway companies they can refuse to be examined. It should not be left to courts which do not agree to settle whether a report of such an examination is to be inspected. But it is a great pity the courts cannot agree. Uniformity of practice saves much expense.

DIGEST OF BANKRUPTCY DECISIONS.

(Continued from page 209.)

COMPOSITION.

UNDER sect. 126 of the Bankruptcy Act 1869, creditors have power by an extraordinary resolution, to reduce the amount of a composition previously accepted by them, when the circumstances require it, and it will be for the benefit of the debtor and creditors generally. A dissentient creditor is as much bound by such extraordinary resolution as he was by the resolution accepting the original composition (*Ex parte The Liquidators of the Radcliffe Investment Company, Limited*; *Re Glover*, 29 L. T. Rep. N. S. 694.)

A debtor whose property was sufficient to pay his debts in full, filed a petition for liquidation, and the requisite statutory majority of his creditors with a knowledge of the value of his property, passed resolutions to accept a composition of 10s. in the pound, partly from a desire to assist the debtor, and partly in order to avoid the necessity of waiting for their money till the property was realised. Two months after the creditors had granted the debtor his discharge, a dissenting creditor applied to the court to rescind the resolutions: Held (affirming the decision of the Chief Judge in Bankruptcy) that the application must be refused, inasmuch as there had been no fraud on the part of the debtor, and none of the creditors had, in fact, been deceived as to the value of his property: (*Ex parte Linsley*; *Re Harper*, 29 L. T. Rep. N. S. 857.)

When creditors, on passing a resolution to accept a composition, appoint a trustee under the 127th of the Bankruptcy Rules, 1870, for receipt and distribution of the composition, the court will not allow the debtor to be sued by reason of any default on the part of the trustee to render the composition to any of the creditors: (*Ex parte Waterer, re Taylor*, 29 L. T. Rep. N. S. 907.)

In proceedings under composition, the jurisdiction of the court is limited to seeing that all the proceedings have been regular and proper, and to enforce, when necessary, the due performance of the resolutions, and the payment of the composition, and it cannot be extended to other questions that may arise between the debtor and his creditors. Where, therefore, after the due payment of a composition by a firm, one of the partners applied to a County Court Judge to direct the delivery up to him of the title deeds of his separate estate, which he had deposited with the bankers of the firm as security for advances made, or to be made to the firm, and the Judge had so ordered, on appeal it was held, that the Judge had no jurisdiction to entertain the application. Held, also, that under the circumstances the bank was entitled to retain the deeds as collateral security for the balance due from the firm after payment of the composition: (*Ex parte The Manchester and Liverpool District Banking Company, re Littler*, 30 L. T. Rep. N. S. 339.)

Where the passing of a resolution in favour of a composition has been obtained by the vote of a creditor who has purchased

the debt in respect of which he votes, in order to vote in favour of the composition, see the case of *Ex parte The Fore-street Company*, under the head Adjudication.

At the first meeting of the creditors of a trader debtor, the creditors, after having duly passed resolutions in favour of liquidation by arrangement, and for the appointment of a trustee, and a committee of inspection, resolved that the trustee should be authorised to sell certain property of the debtor for such a sum as would pay the cost of the liquidation, and a composition of 1s. in the pound: Held that the last resolution was *ultra vires*, and must be taken off the file: (*Ex parte Browning, re Marks*, 30 L. T. Rep. N. S. 481.)

For the effect of composition accepted after adjudication, see *Ex parte Sir Wm. Foster, re Pooley*, under the head Adjudication.

The creditors of a liquidating debtor resolved to accept a composition, and that as security for the payment of the composition the debtor should assign all his property to B., who was appointed trustee, and that the security of B. should be accepted for the composition. B. took an assignment to himself, absolutely paid the composition and realised a surplus. Held, on appeal, that B. was absolutely entitled to the property, and that there was no resulting trust of the surplus in favour of the debtor: (*Ex parte Wilcocks, re Wilcocks*, 31 L. T. Rep. N. S. 520.)

The 126th section of the Bankruptcy Act 1869, provides that when a debtor wishes to compound with his creditors under that section, he shall, unless prevented by sickness or other causes satisfactory to such meetings, be present at both meetings, at which the extraordinary resolution to accept the composition is passed, and "shall answer any inquiries made of him." A refusal by the debtor to answer a material question put to him at the meetings by one of his creditors, is sufficient to invalidate a resolution passed by the requisite statutory majority of the creditors in favour of a composition, and to induce the court to refuse to register the resolution. But to render such a resolution invalid on this ground, the creditor must put his question plainly and distinctly, and in such a way as to make its materiality apparent to the meeting: (*Ex parte McKenzie, re Helliwell*, 31 L. T. Rep. N. S. 421.)

A debtor filed a liquidation petition, and at the first meeting the creditors resolved to accept a composition. At the second meeting, a creditor, who had proved his debt at the first meeting, and had voted, but who had since been advised that his proof was not in a proper form, and that it might affect his right to a security which he had, expressed a wish to withdraw the proof and not to vote. No objection was made, and he did not vote. The meeting was adjourned, and at the adjourned meeting the creditors resolved upon a liquidation by arrangement. Held, that Rule 273 applied to the case, and that the creditor was entitled to have his proof taken off the file: (*Ex parte Williams, re Williams*, L. Rep. 18 Eq. 783.)

(To be continued.)

THE BUILDING SOCIETIES ACT 1874.

37 & 38 VICT. c. 42.

(Continued from page 210.)

For the determination of disputes between the society and its members three methods are provided by the Act: (1) Arbitration; (2) Reference to the registrar; (3) Reference in England to the County Court of the district in which the chief office or place of meeting for the business of the society is situate; in Scotland to the sheriffs' court of the county in which such office or place is situate, and in Ireland to the Civil Bill Court, within the jurisdiction of which such office or place is situate. The selection of the method is left to the framer of the rules; but the enforcing decision in all cases rests with the court, ss. 34-36. Under the former Act the decisions as to whether the jurisdiction of the Equity Courts was excluded were conflicting. As the question retains its importance we give the latest decision—viz., *Thompson v. The Planet Benefit Building and Investment Society* (28 L. T. Rep. N. S. 549). The plaintiff was holder of certain shares. The bill alleged that the society had acted contrary to the terms of its constitution, and prayed a declaration that the directors were liable personally for sums repaid subsequent to his notice of withdrawal, and that they might be decreed to raise out of the funds of the society the amount due to him. Sir James Bacon, V. C., in delivering his judgment, said: "In my opinion no case more important than this has occupied the attention of the court. Benefit building societies are scattered over the whole of this empire. There is hardly a town of any importance, or even of small importance, which has not one or more of such societies. If I were to decide in favour of this bill and against the demurrers, I should open the floodgates of litigation, and ruin many and distress many more of the existing societies, and I should do it, according to my view of the case, directly against the words of the statutes and against the policy of the law as it is expressed in those words. It is quite clear that the statutes, which I need not read, were intended to encourage, and at the

same time to protect benefit building societies; and a new law and new machinery are created by the statutes for the purpose of carrying that object into effect. One very plain feature is that, assuming that the members of these societies will be numerous, and many of them, perhaps all of them, will be poor, the object of the Legislature seems to have been carefully to guard against the possibility of any internal dispute (to use an expression, I think, of Lord Hatherley's, in one of the cases) being dragged into courts of law or equity. Now, in the clauses which have been referred to, the words of the statute do in the most express manner carry that object into effect. The decisions at common law have adopted that policy, and given effect to those words. The decisions in equity, with the exception of those to which my attention has been called, which create in my mind the only difficulty in the case, have all done the same thing, and although in the mortgage case the suit was entertained, because it related to a subject entirely beyond and not affected by this operation of the Benefit Building Society Act, *quâ act*, in all the other cases without any exception, the principle is plainly recognised that if the dispute between the parties is an internal dispute only, it must be regulated by the provisions which make the arbitrators the conclusive judges and determiners of the dispute, whatever that may be. With that abundance of authority and with that plain indication contained in the statute, in any case in which there is merely an internal dispute between the members of the society and the society itself, or any of the persons holding office in the society and the society itself, I should be bound to hold that I cannot open the doors of the court to a dispute which the Legislature has said shall be settled elsewhere."

The Vice-Chancellor then reviewed the cases of *Grimes v. Harrison* (26 Beav. 435), *Smith v. Lloyd* (25 Beav. 507), and *Trott v. Hughes* (16 L. T., O. S., 260). Persons acquainted with the tenor of Lord Romilly's mind will not be surprised at his decision in *Smith v. Lloyd*, knowing, as they must, how he followed the maxim "*Boni judicis est ampliare jurisdictionem*," and how anxious he was never to shut the door in the face of an applicant for justice. The cases show that in redemption suits the Court of Chancery has not abdicated its functions, considering that the arbitrators or justices there cannot administer suitable relief. How far these cases are affected by the substitution of the County Courts for the Justices remains to be seen. *Cessante ratione cessat ipsa lex*: (Co. Litt. 70b.)

Sect. 38 gives minors the capacity of becoming members of a building society. Possibly it is merely contemplated that they will invest, not that they will receive advances on mortgages of their own property.

Sect. 39 reverses *Dobinson v. Hawks* (16 Sim. 407), and allows a joint ownership in shares, so that partnerships may now become borrowing members.

The exemptions from stamp duty include any "instrument or document whatever required or authorised to be given, issued, signed, made, or produced in pursuance of this Act or of the rules of the society" (sect. 41). But the section provides that the exemption shall not extend to any mortgage. It is an interesting question how far the exemptions of societies registered under the old law extend. The better opinion seems to be that there is no necessity: (*Attorney-General v. Gilpin*, L. Rep. 6 Ex. 93). The exemption of mortgages was frequently contested by Somerset House. 31 & 32 Vict. c. 124, s. 10 recognised the privilege, but restricted it to a mortgage not exceeding £500 made by a member to the society.

One of the forms in the schedule is a receipt to be endorsed on a mortgage or further charge. By virtue of sect. 42, such receipt shall vacate the mortgage or further charge, and vest the estate of and in the property therein comprised in the person, for the time being, entitled to the equity of redemption without any re-conveyance or surrender whatever.

Of the corresponding section 6 & 7 Will. 4, c. 32, s. 5, Baron Martin in delivering judgment said, "Though it provides that the receipt may be sufficient to vacate the mortgage and vest the estate of and in the property comprised in the security in the person entitled for the time being to the equity of redemption, and without the necessity for a re-conveyance, it does not provide that all the covenants in the deed shall be deemed to be extinguished, or that the deed itself shall be considered as cancelled. We think that a copy of the deed may be taken and preserved, that the covenant to pay the subscriptions is not necessarily extinguished by the operation of the 5th section; and that the plaintiffs are entitled to recover in this action." (*Farmer v. Smith*, 5 Jur. N. S. 533; 28 L. J. 226, Ex.) In *Pease v. Jackson* Lord Chancellor Cairns held, first, that the section left it doubtful whether the receipt vested the legal estate in the mortgagor or that one of two incumbrancers who had the better equity; secondly, that the person having the better equity either had the legal estate by force of the receipt, or was entitled to call for it from the mortgagor; thirdly, that the legal estate, not having been acquired originally by contract, did not enable the holder to tack an advance subsequent to that of the first incumbrancer. The decision in its third point has lost some of its consequence since the Vendor and Purchaser Act 1874, sect. 7, became law.

The final section (44) empowers one of Her Majesty's principal Secretaries of State from time to time to make regulations generally for carrying this Act in effect.

THE AMERICAN LAW REVIEW.

THE PROPOSED CODIFICATION AND REFORM OF THE INTERNATIONAL LAW.

In the number of this review for January, an article on the above subject concludes in these terms:—

Is it possible to frame a code for the civilised world constructed upon either of the foregoing principles? There are certainly no insuperable obstacles in the way of preparing one of the kind first described, nor of its adoption when prepared. Although the material for it is now scattered through numerous treatises, state papers, and text books, and although there is no authoritative law-giver nor expounder, yet a great body of practical rules are universally known and acknowledged by governments, and accepted by them as controlling in their intercourse and relations with each other. In respect to the nature, extent, and meaning of these rules no dispute ever arises; national controversies invariably spring from other causes. To collect these rules and principles, and to arrange them in a scientific order, so that the result may be accepted as a correct and comprehensive statement of what all admit, is a task comparatively easy; and an association of jurists like the Institute of International Law, is pre-eminently fitted for its accomplishment. Composed of members selected from different nations, representing all the schools of thought, and holding no official positions, it would be removed from the temptation and the suspicion of acting in the interests of any particular state, or of promoting the triumph of any special theory. If an acceptable code is ever compiled, it will doubtless be the voluntary work of such a body, prepared and offered to the various governments for their approval, rather than the product of a congress of professional diplomatists, in which the national rivalries and personal antagonisms of the delegates would inevitably prevent any hearty co-operation.

The simple digest which we have described would not, however, satisfy the modern theorists. They demand sweeping amendments and large additions; the result they seek is one of legislation, and not of compilation. Notwithstanding the ardour of so many learned enthusiasts, the resolves of associations and institutes, and the intrigues of ambitious statesmen, this anticipated remodelling of the international law, public and private, is simply impossible. If all the suggested modifications were real reforms, if they tended to bring the common jurisprudence of the world into a closer harmony with the principles of right and justice, and if their necessary effect would be an actual benefit to mankind, still they involve too great an invasion of national sovereignty and independence to be voluntarily accepted by the whole family of civilised states. Granting that the removal of all conflict in the private rights of person, of property, and of contract, would be an inestimable boon, can it be expected that all nations will abandon their own systems of economic policy, and consent that their internal legislation in reference to trade and commerce, in reference to personal status and the domestic relations, and in reference to rights of property, should be moulded into conformity with a universal type? The jurisprudence of every civilised country is a growth. Based upon primitive institutions and customs, its progress is a continuous development which preserves in all its stages the unfaceable marks of its race, origin, and of the national life of which it is the highest expression. To suppose that by the action of a congress of jurists, however learned, or of an association of professors, however wise, free states can be induced to disavow their municipal law from all connection with their national history, and to reconstruct it upon a foreign model, however perfect in theory, is to assume a simple impossibility; it ignores all the conditions of national existence, all the elements which make up a separate national life. These considerations apply with a peculiar force to the suggested modifications in the usages of war,—modifications which directly affect the means by which states assert their superiority in making, or maintain their existence in receiving, attack. The former class of amendments—those which would produce uniformity of rule in the private municipal law—merely touch the surface of the political society; these reach to its very centre, and arouse all the instincts and sentiments of patriotism and devotion to the state, of national pride and ambition, of self-aggrandizement and self-preservation. The modes of carrying on war which have been described, if adopted as rules of the International Law, would injure neutrals, by cutting off the source of a most lucrative trade in times of actual hostilities, would destroy the naval superiority of all maritime states, would vastly lessen the offensive and defensive power of the weaker nations, and enormously increase that of the great military empires. They would, in short, reduce war to a duel between professional combatants, in which the largest and best equipped armies must invariably be successful. This is the glorious result which an eager but ignorant philanthropy is striving to produce,—the certain triumph of military absolutism. That the minor states, that the maritime nations, that any free peoples living under constitutional governments, above all, that Great Britain and the United States, should unite in a measure so destructive to all their highest interests, is incredible; it would be deliberate national suicide. And yet there is danger. The professional philanthropists, carried away with the notion that war will be humanised by restricting all hostilities to the combatants, and imagining, perhaps, that a code possesses in itself some mysterious virtue, are playing into the hands of wily diplomatists like Gortchakoff and Bismark, and, as far as possible, aiding those apostles of absolutism to deal a death-blow to civil liberty and constitutional government. Only last month a meeting was held in New York, attended by many gentlemen eminent for their private virtues, whose names are foremost in every work of active charity, but who are evidently most profoundly ignorant of international law and diplomacy; and this meeting adopted resolutions urging the United States to be represented at and to take a part in the Congress at St. Petersburg. When we remember the object of this Congress, and the nature of the "reform" it is expected to inaugurate; when we reflect that Russia and Germany will force upon it, if possible, the proposed convention, and will at least consent to no other,—we are compelled to believe that the worthy gentlemen who passed these resolutions cannot have read its infamous provisions, or else cannot have understood their meaning. *Ne sutor ultra crepidam.*

While the conflicting interests of nations, their rivalries and ambitions, their traditional schemes of policy, their varying systems of internal administration, all the worthy and elevating motives which control the move-

ments of their governments and people, as well as all the selfish and degrading, will conspire to prevent the general acceptance of a code of public and private International Law which will in any substantial manner affect the existing relations between the members of the great family of states; and while, on the other hand, a digest or compilation of the acknowledged principles and rules of the public law, and their arrangement in a symmetrical and scientific form, is entirely practicable, the final question remains, What beneficial result to mankind would be attained thereby? The answer which must be given is not in accordance with the lofty anticipations of the zealous reformers who called together the association at Brussels, nor with the more moderate predictions of the jurists who founded the institute at Ghent; but it is none the less true. No appreciable effect either for good or for evil would be produced upon nations or their populations. Beyond a doubt there would be some more certainty, simplicity, and clearness in the statement of doctrines, some greater ease of reference and citation, merely because one source of the law would be substituted for many, one book in the place of a library. All the advantages of this kind are conceded in their fullest extent. But we deny that the code would have the slightest tendency to alter the existing relations of states with each other, to restrain their ambitions, to lessen the occasion or diminish the evils of war, or to introduce an era of universal peace. In order to accomplish any of these objects—indeed, to take the least step towards their accomplishment—the fundamental conception of the state as a sovereign and independent body must be abandoned; and, before this can be done, human nature must be transformed. The central principle of all international law, the starting-point of all international relations, is the absolute sovereignty and independence of each individual state; and, as long as this fact exists, none of the predicted changes can flow from the adoption of the code, because there will not be the slightest alteration in any features of the system which is now utterly unable to restrain a government that desires and determines to violate its obligations, legal or moral, and is physically strong enough to carry out its will by a resort to war. It is plain that a code cannot be imposed upon the nations of the world. There is no supreme extra-national authority to issue it as an act of legislation, nor to enforce its commands when issued. If such an outside authority should be contrived, and should be furnished with power commensurate with its jurisdiction, all the individual nations would be stripped at once of their sovereignty and independence—attributes essential to our conception of the state. There would no longer be nations; there would be one universal nation, separated into numerous provinces. If, therefore, the code is ever adopted, it must be by voluntary action; it would be, in fact, a universal treaty, and obedience to the rules and commands would be secured by exactly the same moral forces which now secure the observance of any treaty stipulations. Treaties are treated as binding just as long as states deem it for their interests to respect them, and no longer. "The rules of what we call international law, as it now exists, are voluntarily obeyed. If the restraining effect of public opinion be called a sanction, it is moral, and not physical, and may be, and we know constantly is, disregarded. War is not a sanction, because its decisions are not made with reference to any juridical principles, they do not maintain juridical rights nor enforce obligations. Treaties are in the same manner voluntarily obeyed, and would continue voluntary even though they should be made universal. To cast the international law, therefore, into the form of a treaty, would not give it any increase of compulsive force, and would confer upon nations no right or advantage whatever which they do not now enjoy." (6 Am. Law Rev. 341.) In determining the value of codification, these facts must be taken into the account. It is folly to ignore them, and to assume that human nature will be regenerated, that all the sources of war—the personal ambitions and passions, the long-matured plans for territorial aggrandizement, the deep-seated rivalries and hatreds—will be abandoned by a mere change in the external form of that body of voluntary rules which is called the International Law. Conceding the power of an enlightened public opinion, admitting even that its controlling influence will steadily increase, still it is a moral sanction, and may be disregarded—disregarded with impunity and with triumphant success, if a nation possesses a military force sufficient to accomplish its purposes. The correctness of these conclusions has been virtually conceded by the ablest advocates of a universal code. Professor Bluntschli admits that some form of international court, proceeding according to established methods, and adjudicating upon fixed and universal rules, is necessary to perfect the system and to reach the anticipated results. This is a surrender of the whole position. It says that a universal treaty would produce no substantial benefit, and requires that the very central element of the state, its sovereignty and independence, should be destroyed, and a power set up over all communities and peoples, before the expectations of the reformers can be realised. No greater political evil could be done to mankind, no heavier blow given to civil liberty and the free development of civilization, than this abolition of national autonomy.

AUTHORS' RIGHTS BEFORE PUBLICATION.

Another article in this review treats of authors' rights before publication, and concludes an examination of the cases thus:—

It may be well now to state just what has been decided by these cases, and what has been left in doubt. First, it is clearly settled that no one without authority may print and publish an uncopyrighted manuscript play, although it has been publicly represented by the owner; secondly, no one, without leave, may publicly represent the drama, if obtained in any other way than by means of memory from its lawful representation; and, thirdly, it has been fully conceded that even the exercise of memory for this purpose may be made unlawful by restrictive notices to the spectators, warning them not to infringe the author's rights. The only point, then, which has not been satisfactorily settled, is whether a spectator at a public performance, in the absence of a restrictive notice, may lawfully appropriate the contents of a play for public representation, if enabled to do so by the exercise of memory. This important problem yet remains for judicial solution; and there is strong reason to believe that when it shall be solved by our highest and most learned tribunal, the just rights of every author, native or foreign, to the exclusive control and enjoyment of the products of his mental labour will be fully protected against invasion by stenography or memory, or any other unlawful mode of appropriating property without paying for it. Indeed, the *dicta* of our courts are already in this direction. The strong language of one judge to this effect has already been quoted, as well as the latest views on this subject proclaimed by the highest court of the State of New York, that "the permission to act a play at a public theatre does not amount to an abandonment by the author of his title to it, or to a dedication of it to the public." This shows a marked progress since the adjudication of *Keene v. Wheatley*,

where this legal doctrine of memory originally appeared in this country, and in which the language of the opinion goes so far as to make publication by memory lawful. It will also be remembered, as an encouraging sign of progress, that the theory of restrictive notice which was enunciated in that case, and followed in one or more subsequent cases, has been exploded beyond any hope of resurrection; and it is to be hoped that this doctrine of memory will in due time share the same fate.

The same rules and principles which regulate the law concerning the public performance of a dramatic composition apply equally to musical compositions, lectures, sermons, speeches, paintings, drawings, sculpture, or other works of art, in manuscript or other original form, which may be the subject of public delivery or representation.

In England this question is governed by statute. Sect. 20 of the 5 & 6 Vict. declares that the first public representation or performance of any dramatic piece or musical composition shall be deemed equivalent to the first publication of a book. And so when Mr. Boucicault had first represented one of his dramas in New York, and afterward sought to restrain its unauthorised performance in England, the court held that the representation by the author in the United States before obtaining a copyright in England was a publication of the play under the statute which divested him of his exclusive rights therein: (*Boucicault v. Delafield*, 33 L. J., N. S., 38, Ch.) It had previously been held, however, before the passage of the Act above cited, that an author did not lose the exclusive right of printing and publishing a play by allowing it to be represented on the stage: (*Macklin v. Richardson*, Amb. 695.)

It will be observed that in all the cases here criticised the dramas in controversy were the productions of English authors whose rights were protected by our courts. It has, therefore, been supposed by some that while Congress has excluded foreign authors in general from the benefits

of American copyright, the effect of these decisions has been to leave the "gates ajar," and to admit at least foreign dramatists, by protecting them in the exclusive privilege of representing, or causing to be represented, their works upon the American stage. These cases, however, had nothing to do with the copyright statutes. The plays in controversy were in manuscript, and had neither been published nor copyrighted. It is true, that Miss Keene had the manuscript of "Our American Cousin" copyrighted, but the copyright was pronounced invalid, on the ground that the drama was from the pen of a foreigner. The rights of the author were, therefore, decided not under the statutes, but upon the principles of common law governing literary property before publication. Indeed, the cases under consideration afford additional proof of the determination of Congress to exclude foreign authors from the benefits of its legislation for the encouragement of learning; for, had the dramas in dispute been the production of resident authors, they might have been copyrighted under the Dramatic Act of 1856, which would have secured to their owners, in addition to the exclusive right of publishing them, the sole liberty of publicly representing, or causing them to be represented, upon the stage. In other words, statutory protection was provided for native dramatists, who thus had an effective remedy against all forms of piracy, whether by stenography or memory, and at the same time enjoyed the benefit of printing and publishing their dramas. A foreign dramatist, however, had only his common law remedy, and was obliged to represent his comedies from manuscript, and even then dread the tenacious memories of his patrons. It is true that the statute of 1856 is superseded by the general copyright law of 1870. It was, however, doubtless intended to retain the same doctrine in this Act; but whether, as was discussed in the October number of this *Review*, the language used will bear that construction, is a question for the courts.

SOLICITORS' JOURNAL.

THE office of Solicitor to the Treasury, worth £3000 a year, is vacant. Solicitors, as may be supposed from the name given to the post, are eligible, so are barristers, however, and it was no uncommon thing to see Queen's Counsel, in the person of Mr. John Gray, whose death we much regret to have to record, or previously in the person of the late Mr. Greenwood, the dignity appertaining to such an office not forbidding, sitting in the—we must not say cockpit, which most of our principal courts of law contain—but in the solicitor's well, stripped of wig and gown, and all that appertains to so exalted a position as one of her Majesty's counsel learned in the law. The wish may be father to the thought and opinion which we entertain, that the Government in its desire to uphold the dignity of the Bar will make a *bona fide* appointment on the present occasion. Lord Selborne not long since, in speaking of the desirability of keeping separate and distinct the two branches, discussed the duties of solicitors. "They," said his Lordship, "collect evidence and prepare cases for trial," and so on, *Reg. v. Castro* to wit; but if another Q.C., or indeed a barrister at all, is appointed Solicitor to the Treasury, the ground on which Lord Selborne and those who think with him rest their argument is cut from under them, or else the Government will have made an appointment not only irregularly, but in opposition to the views of those who essay to lead and direct professional opinion on professional questions. We trust, then, that the Bar will not blow hot and cold in regard to this appointment. We hope they will not on the one hand uphold the separation between the two branches on account of the peculiar duties undertaken by each, and on the other uphold the propriety of appointing a barrister to this office. A solicitor should be appointed, and solicitors have as much right to expect that one of their body will be selected as barristers have to look for the appointment of members of their body to the offices of Masters of the Superior Courts of Common Law. There are plenty of solicitors well qualified, and who would not doubt be willing to accept the position. We could name them, but, *cui bono*? the Government can have no difficulty in ascertaining them. It may be that the Prime Minister is hesitating, *animum nunc huc celerem, nunc dividit illuc*. In the midst of this uncertainty it is especially gratifying to notice that a solicitor has just been appointed to the solicitorship of one of the public departments of the State—Sir Charles Adderley has appointed Mr. Walter Murton, solicitor to the Board of Trade, in compliance with the recommendations of the Royal Commission on unseaworthy ships, by whom his services were found of the utmost value. Mr. Murton was a member of the firm of Messrs. Duncan and Murton, of Bloomsbury, London, and was admitted on

the rolls in Hilary Term 1853. He is a member of most of the principal societies to which solicitors usually belong.

In another column we publish a full report of the proceedings at the annual general meeting of the Birmingham Law Society, which took place on the 20th inst. Pressure on our space necessitated our holding it over last week. The first point which strikes us in the report of the committee as one upon which country solicitors may congratulate themselves is that this society has evidently taken up a thoroughly independent position, which promises to secure a local organisation none too powerful for a due enforcement and recognition of the claims and interests of solicitors, whose position must be materially affected by the Judicature Act and any legislation affecting the transfer of land, which the coming session of Parliament is likely to witness. The financial position of the society is satisfactory, but leaves room for improvement. The main principles of Lord Selborne's School of Law Bill meet with the same approval at the hands of the committee which the Profession generally throughout the country has unsparingly bestowed upon it. The most important question referred to in the report is that of the "library," and "acquisition of buildings for library and legal purposes." These are subjects than which no others demand greater attention at the hands of country solicitors. It is the one great difficulty with which they have to cope, the want throughout the provinces of good law libraries. In our next issue we shall again refer to the proceedings of the society.

THE opinions of "H. S.," as conveyed in his letter upon the subject of the "Relations between the two branches of the Profession," which we published in our last issue, are unreservedly shared in by ourselves. The whole question is fully discussed in a pamphlet by Mr. Charles Ford, a portion of which we reproduced in our issue of the 4th July last, page 177, vol. 57. Many of the most distinguished men in both branches of the Profession consider that, as regards the Acts of Parliament regulating the means by which a barrister can become a solicitor and as regards the rules of the Inns of Court, dealing with the mode in which solicitors can be called to the Bar, both should be amended and altered, so as to offer greater facilities in each case.

In our issue of the 2nd inst., page 155, we reported a case heard before the lay magistrates at Sheffield, in which the question arose as to the competency of such magistrates to try cases under the Masters and Servants Act; and in our issue of the following week, page 174, we indulged in what we are forced to admit were severe strictures upon the conduct of the presiding magistrate on the occasion. Mr. E. K. Binns, a Sheffield solicitor, appeared for the defendant in the case, and we are not displeased at noticing that he has probably gone somewhat

out of his way to bring the undoubtedly important question which he raised before the Bench on the occasion, under the notice of the meeting of the Trades Union Congress at Liverpool. Mr. Binns is reported to have spoken strongly against manufacturers acting as magistrates in trade cases, and urged that the jurisdiction should be confined to stipendiary magistrates, or, better still, to County Courts. A subsequent speaker objected to transferring this jurisdiction from police courts to County Courts on the ground of the delay which characterised the proceedings in the latter courts. He advocated an extension of the stipendiary system. A resolution was put and carried, embodying in part Mr. Binns' views. We doubt the expediency of giving County Courts, as at present constituted, jurisdiction in such cases, but we are decidedly of opinion that in districts where there are stipendiary magistrates, they, and they only, should have power to hear and determine cases under the Act. It may be answered that if stipendiary magistrates are better fitted to adjudicate on such cases, they should hear and determine all of them, but we reply that the Stipendiary Magistrates' Acts give to towns councils the power of having such magistrates appointed.

IN these columns we have very little to do with politics proper, and whether opinions on this or that professional question are indulged in by leading Conservative or Radical newspapers, matters very little to us so long as they embody views in which we find ourselves able to concur. The *Daily Telegraph* on Saturday last favoured its readers with an article on the subject of the appointment of Public Prosecutors, introducing the matter by a reference to the case of a woman who was recently convicted of attempting to intimidate a witness in another trial. We may say in passing that this is the case (the convict being Mary Williams) to which Mr. Serjeant Cox has twice referred in his observations at the Middlesex Sessions, reported in our last and present issues, and to which the learned Serjeant has also since directed farther attention. In discussing this question of the appointment of public prosecutors, our contemporary enlarges in a very fair and equitable manner upon the claims of solicitors to be appointed to such offices when created, as they inevitably will be sooner or later, and furthermore considers the views long since expressed by the Lord Chief Justice of England on the point, which, as most of us will remember, was to the effect that barristers-at-law, and barristers only, should be eligible for such appointments. His Lordship is the last man who would have others hold their tongues in considering this question, merely because they may happen to differ from himself in opinion in this matter, in which his views carry great weight, as well because of the high office which he fills, as of the sound judgment brought to bear by him on every subject to which he directs his attention. Having said so much we are disposed to ask

whether, in this particular case, his Lordship is not the unconscious victim of a presumption which is born of privilege. It has been the privilege of the Bar for a long period of time past to fill all the higher posts connected with the legal profession at home and in British possessions abroad, and may it not be, that in the minds of the most able, as it most undoubtedly is in the minds of those who may be looked on as the heavily hanging fringe which surrounds those who constitute the ornaments of the Bar, this ancient, though, as many think, usurped privilege, has favoured the growth of a presumption that barristers are, *de facto*, best qualified to fill the offices of public prosecutors. The Profession is, after all, a market which should be open to all comers, and in which the public interests demand that there should be no monopoly. The education and professional training of members of each branch now leaves little to choose between them on these points. Give some advantage from an educational point of view to barristers, still there remains an equivalent to the other branch in the shape of a better professional training, and for the particular office of public prosecutor solicitors are certainly the better fitted as a body. Some would have us demand that such offices shall be reserved exclusively to solicitors; we are content to take a more moderate view, and to simply assert the unwisdom of drawing a hard and fast line either way, deeming it more just, and more in keeping with the interests of the public, to appoint those, no matter to which branch belonging, whose practical experience best fits them for such responsible posts. The *Daily Telegraph* in concluding its reference to the Bill which it understands will be introduced early in the next session of Parliament, dealing with the appointment of public prosecutors in a limited sense, proceeds as follows: "A minor matter—yet one of considerable importance, both to the public generally and to the legal profession—is, if report be correct, that the new officer who is to be selected, and who will virtually act as *solicitor for the prosecution* is to have a certain number of barristers specially appointed who are to conduct all prosecutions on his behalf. How far the Bar itself will be willing to accept this innovation it is not difficult to foresee, and we doubt whether it will be persisted in, even if it be actually contemplated. Its effect, of course, would be that as soon as the Public Prosecutor had intervened after committal for trial, and put the case into the hands of one of his staff of Crown counsel, the prisoner would, if well advised, give a brief to the prosecuting counsel who had been originally retained to conduct the case before the magistrates, and who consequently would be thoroughly acquainted with all its weak points." We cannot believe that the Government will seriously put forward such a scheme, pressed as they may be by the influence of the Bar in both Houses of Parliament. Barristers so appointed would be performing those very duties which, as undertaken by solicitors, constitute the very reason, so often given, for preserving the distinction in the duties of each branch. If the interests of the Bar are to predominate over the interests of the public in this matter, it will be an evil omen for the welfare of the entire Profession.

The following are the lectures and law classes appointed to be held at the hall of the Incorporated Law Society during the ensuing week: Monday, Class Conveyancing, 4.30 to 6; Tuesday ditto, ditto; Wednesday, ditto, ditto; Thursday, lecture Common Law, 6 to 7 o'clock. To prevent interruption at the lectures gentlemen are not admitted after they have commenced.

At the recent annual meeting of the Birmingham Law Society, the proceedings at which are reported in another column, a question of much importance to solicitors and their clients was discussed, and a resolution embodying the views of the Professional men present upon it was passed, to the effect that the rules requiring bankruptcy processes and summonses to be served by the bailiff of the court are inconvenient. In our issue of the 21st Nov. last (page 43), we referred to the case of *Ex parte Bolland, re Holden*, which was an appeal (involving the identical question) from the Liverpool County Court, and the judgment of the Chief Judge is reported in 31 L. T. Rep. N.S. 415. We are more than ever impressed with the opinion that, in a large number of cases in which service of summonses and other process issued under the Bankruptcy Act, are required to be served on persons who may fairly be expected to avoid or delay such service, it is desirable to entrust such service to some officer of the court (especially solicitors) more interested than a high bailiff, in effecting such service. Practitioners in County Courts are only too familiar with the oft-repeated irregularities which take place in regard to the service by bailiffs of the common law process of such

courts, and we are satisfied that if County Court judges would exercise the discretion which is vested in them by certain of the bankruptcy rules of 1870, especially rules 58 and 167, by entrusting service of processes, by such rules authorised to be issued, to solicitors, great advantage would follow such a course. In the event of a new Bankruptcy Act the point should not be overlooked.

We presume that a solicitor will be appointed to the vacant post of clerk in the office of the town clerk of the borough of Liverpool, for, among other things, the duties of such clerk will be to assist under the supervision of the town clerk, in attending meetings of committees and carrying out their instructions; in the conduct of parliamentary business, actions, suits, arbitrations, compensation cases, and other legal proceedings; in the preparation of the parliamentary register and burgess roll and the conduct of parliamentary, municipal, and school board elections, and generally in the conduct of the legal business of the corporation. The salary has been fixed at £300 a year, and the election will take place immediately after the 10th proximo.

In another column we publish a letter upon the subject of County Court agents, which discloses a state of things at the Bow County Court for which we feel sure there is no precedent. It would have been satisfactory to have an exact copy of the notice referred to by our correspondent. To our minds, it must operate as a premium on a serious irregularity in conducting the business of the court. What does the learned judge who presides at this court consider to be the duties of "agents" who are irresponsible persons?—to undercut the Profession? Are they allowed to act as solicitors and advocates, and thus set at defiance the will of the Legislature, as evidenced by many statutory provisions; and, lastly, by the 12th section of the Solicitors Act of last session? We agree with every word that "Justitia" says upon the subject, and the matter deserves the attention of the authorities. The expression in the County Court Act of 1854, "any other person sanctioned by the judge," never can be said to mean a wholesale and permanent appointment of general agents, but simply an authority to be exercised in each case according to the circumstances.

By virtue of the Bankruptcy Rules, two shorthand writers were long since appointed to act officially in taking down evidence in the court, and by virtue of such rules they not only exercise what may be regarded as a monopoly, but we understand, and are surprised to hear, that they have gone the length of disregarding the provisions of the rules, to the extent of agreeing between themselves to refuse to take shorthand notes, for which a guinea is allowed, except on the condition that a transcript will be also paid for at the appointed rate. Even assuming this to be authorised by the registrars or the court, we can only say that it must in many cases work a considerable hardship on those who can ill-afford to be at such an unnecessary expense. The intention of those who framed the rules clearly was to secure a note of evidence being taken for a moderate fee, and that should the person paying such fee afterwards require a transcript, he should be entitled to it on payment of 8d. a folio. The question is of sufficient importance to be brought before the court.

A COUNTRY solicitor, referring to the large increase which every term takes place in the number of men admitted on the Rolls writes: "I have observed from time to time remarks made in the *LAW TIMES* and other papers upon the increase in the number of applications for admission on the roll of attorneys and solicitors, and suggestions that it will be necessary for Parliament to interfere; but it seems to me that this course would be perfectly unnecessary if our Profession were united. Why do we not all agree that we will not allow any gentleman to be articulated for a period of twelve months from some date to be fixed, and let this be repeated every few years?" We cannot adopt the suggestion of our correspondent, partly because it is impracticable; but no doubt there are ways by which the Profession can with perfect propriety check that continual addition to our ranks which must in time imperil the present status of the Profession. The examinations are in many respects too lax, and the premiums taken for articles of clerkship are in many, in fact the majority, of cases far too small.

A *LAW* contemporary attributes much of the success of the Conservative party at the last general election to the fact, as alleged, that the contest was committed, "not to politicians, but to political agents and sharp electioneering attor-

neys, who knew far better than the Carlton Club the cause of the irritation which had produced temporary alienation between the country and the Liberal party. They were perfectly aware that 'harassed interests' lay at the bottom of the dissatisfaction; and having discovered the sore, they fingered it until it became raw. They brought men forward who, though lamentably ignorant of 'the seasons when to take occasion by the hand, and make the bounds of freedom wider yet,' were identified with the jeopardised interests, and were thus enabled to trade on the existing discontent." Our impression was that so-called "sharp electioneering attorneys" laboured as vigorously on the one side as on the other, and we are not disposed to believe that those whom our contemporary is pleased to thus describe, flocked in a body to the Conservative colours—far from it. Solicitors, and especially country practitioners, have always taken a deep interest in politics, and a very large number have rendered signal services to each of the two chief political parties in the State, which services have been to a large extent of an honorary character.

NOTES OF NEW DECISIONS.

PRACTICE—COSTS—REFRESHERS TO COUNSEL.—The masters in the Court of Common Pleas will, following the rule which obtains in the other courts, be entitled, upon taxation of costs in an action, to allow refreshers to counsel, in their discretion: (*Lawrie v. Wilson*, 31 L. T. Rep. N. S. 688. C. P.)

NEW TRIAL—INADEQUACY OF DAMAGES—SLANDER—VERDICT A MERE COMPROMISE—PRACTICE.—There is no inexorable rule of practice precluding the granting of a new trial in actions of tort, on account of the smallness of the damages; but where the smallness of damages shows that the jury have made a compromise, and, instead of deciding the issue submitted to them, find for the plaintiff for nominal damages only, a new trial will be granted, such a case being in effect as if the jury had been discharged without a verdict. In an action for words grossly slanderous, and calculated, if believed, to be extremely injurious to the character of the plaintiff, the jury found for the plaintiff with one farthing damages. The court made absolute a rule for a new trial: (*Falvey v. Stanford*, 31 L. T. Rep. N. S. 677. Q. B.)

PRACTICE—COMMON LAW PROCEDURE ACT 1852, s. 18—SERVICE OF WRIT OUT OF THE JURISDICTION—CAUSE OF ACTION.—The words "cause of action which arose within the jurisdiction," in sect. 18 of the Common Law Procedure Act 1852, are satisfied by the breach of a contract sued upon having taken place within the jurisdiction, and "cause of action" does not mean whole cause of action, viz., contract and breach, but the act of the defendant, which gives the plaintiff his cause of complaint. (*Jackson v. Spittal* (22 L. T. Rep. N. S. 792; L. Rep. 5 C. P. 543) lays down the rule which will henceforward be followed by all the courts, notwithstanding the cases of *Alhacen v. Margarejo* (18 L. T. Rep. N. S. 323; L. Rep. 3 Q. B. 340), and *Cherry v. Thompson* (26 L. T. Rep. N. S. 791; L. Rep. 7 Q. B. 573): (*Vaughan v. Weidon*, 31 L. T. Rep. N. S. 688. C. P.)

PRINCIPAL AND AGENT—WHAT AMOUNTS TO ELECTION TO GO AGAINST AGENT ALONE—BANKRUPTCY OF AGENT—FILING AFFIDAVIT OF PROOF AGAINST ESTATE OF AGENT.—Plaintiffs sold certain goods to B., an agent, for undisclosed principals. Shortly after B. filed a petition for the liquidation of his estate, and the plaintiffs then discovered that the defendants had been his principals. After the plaintiffs had acquired this information, one of their clerks sent by post an affidavit in the usual form to Birmingham, where the liquidation proceedings were carried for the purpose of proving under the liquidation for the price of the goods sold; but almost immediately afterwards a telegram was sent directing that the affidavit should not be filed, but the affidavit had been filed before the telegram was received. The plaintiffs afterwards brought an action against B.'s principals, and it was held, that the action was maintainable, the mere filing of the affidavit of proof not being a conclusive election by the plaintiffs to go against B. as the principal debtor: (*Curtis and others v. Williamson and others*, 31 L. T. Rep. N. S. 678. Q. B.)

PRACTICE—PRODUCTION OF DOCUMENTS—DISCOVERY.—The defendant was, as the plaintiffs alleged, their agent for the sale of patent ruffles according to the terms of a certain agreement. The plaintiffs believed that the defendant had violated the terms of the agreement, and accordingly filed a bill against him for an account. The defendant, by his answer, submitted that the inquiries made by the interrogatories as to the names of the persons to whom he had sold goods, and as to the quantities and particulars of such sales, were wholly immaterial to the questions at issue. The plaintiffs took out a summons for production of documents, and the defendant, by his

affidavit, admitted the possession and relevancy of the documents, and agreed to produce the documents mentioned in the first part of the first schedule to his affidavit as relating exclusively to these transactions with the plaintiffs, but declined to produce certain other documents, mentioned in the second part of the said first schedule, on the ground that in them were contained the whole of his business transactions, except those contained in the documents he had agreed to produce. The plaintiffs accordingly took out a further summons to produce the documents contained in the second part of the said first schedule, upon which the chief clerk made an order to produce the documents required. On this summons being adjourned into court, it was held, that inasmuch as the defendant had not stated that such production would seriously injure his business, and had admitted that he had documents and books in his possession relating to the matters in question, he was bound to produce them. A defendant must state some reasons which will satisfy the court that such production is not necessary for the decision of the questions at issue between the parties, and that such discovery may be injurious to him: (*Heugh v. Garrett*, 31 L. T. Rep. N. S. 669. V. C. B.)

LANDS CLAUSES ACT 1845—SETTLED ESTATES—PURCHASE OF LANDS—PAYMENT INTO DIFFERENT BRANCHES OF THE COURT—TRUSTEES OF TERMS FOR PORTIONS—SERVICE OF PETITION—UNNECESSARY PARTIES—COSTS.—Portions of settled estates were taken by a corporation and by a railway company, and the purchase money paid in into different branches of the court and invested. A contract was entered into for a purchase of other lands to be settled to the same uses as those of the settlement, and a petition presented to each branch of the court for payment out of the funds to be applied towards such purchase. The petitioner applied to have one of the petitions transferred to the other branch of the court. The petitions had been served upon the trustees of a term to secure portions under the settlement. Held, that there ought to have been one petition only, and that the trustees of the portions were not necessary parties. Costs allowed only of one petition, and no costs allowed of serving the trustees: (*Re Gore Langton's Settled Estates*, 31 L. T. Rep. N. S. 665. V. C. M.)

COURT OF EXCHEQUER.

SECOND DIVISION.

Friday, Jan. 20.

(Before BRAMWELL and PIGOTT, BB.)

BENITES v. THE LONDON BANKING ASSOCIATION.

Security for costs—Plaintiff resident out of the jurisdiction—Funds of plaintiff in the hands of defendant.

F. O. Crump moved for a rule nisi on behalf of the plaintiff to set aside an order of Archibald, J., at chambers, upholding the order of Master Sir F. Pollock, requiring the plaintiff to give security for costs. The plaintiff was, in the beginning of 1874, Consul-General of Paraguay in this country, and in January he deposited £3000 with the defendant bank on the terms that he should have a credit to that amount for twelve months, so as to be entitled to draw bills upon the bank. This period expired on the 4th of Jan. 1875, and a demand was made to the bank on the plaintiff's behalf to pay over the moneys in their hands to the credit of the plaintiff—being, in fact, the whole £3000 deposited. The bank admitted having the money, but refused to pay it over, stating that they had received notice from third parties not to do so. An action was thereupon commenced, and the defendants at once took out a summons to compel the plaintiff to give security for costs. Master Sir F. Pollock made the order without going into the merits; and Archibald, J., upheld the order on appeal. The learned counsel contended that the order should not have been made unless the defendants had made an affidavit stating that they had a good defence on the merits, and what the nature of the defence was. The practice of requiring residents abroad to give security for costs was founded upon an old case, the head note of which had been copied into the text books without any qualification or statement of fact. That case was the *Leith and Limerick Railway Company v. Dawson*, in 7 Dowling's Prac. Cases; but the facts there were wholly unlike those in the present case. It was an action for calls: there was only a contingent liability on the part of the defendant. Here there was a sum of money belonging to the plaintiff in the hands of the defendants on their own admission, and all they said in answer to the plaintiff's application was, that some third persons had given them notice not to pay it. There was no attachment upon the fund, and consequently the defendants had no excuse for not paying it over. But in *Dawson's* case, Patteson, J., in giving judgment, looked into the circumstances, and he found that any admission of liability by

the defendant was made without prejudice, and he therefore considered the case as if no negotiation had taken place, and ordered security to be given. He did proceed to say that, "on this motion"—which clearly had reference to the case before him—a defendant need not show any merits. That could not apply to a case where funds of the plaintiff were deposited with the defendants. In the absence of an affidavit of merits, it was to be assumed the defendants had no answer to the claim. Was it possible that a resident out of the jurisdiction, having funds deposited in a bank, was in a worse position than any person, the possession of whose body was worth nothing, but who, being resident here, had, in the opinion of the judge, a cause "fit to be tried in the superior court?" Such a person was not required to give security, and it could hardly be contended that a person in the position of the plaintiff here should be ordered to do so.

BRAMWELL, B., remarked that the law was made up of general rules, and a rule which applied to one state of circumstances did not necessarily apply to another.

Crump urged that the anomaly was obvious. Moreover, the funds here being *prima facie* the funds of the plaintiff, he must be considered within the exception to the rule as having property in this country. On all grounds the order for security ought not to have been made until the defendants had stated that they had a defence on the merits.

BRAMWELL, B., asked the date of the case cited, and was informed that it was 1839. He thereupon, after consultation, said that the rule, having been so long acted upon universally, could not be altered except by all the courts acting in concert. He himself thought there was reason in the rule, and the present application must be refused.

PIGOTT, B., concurred.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

Knight (Jasper), Broad-street, Bloomsbury, Middlesex, gentleman. £108. 11s. 11d. New Three per Cent. Annuities. Claimant, said Jasper Knight.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

TALL AND CO. (LIMITED).—Creditors to send in by Feb. 23 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to H. B. Parmenter, 26, Budge-row, Cannon-street, London, the liquidator of the said Co. March 9; at the chambers of the M. R. at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BERRY (John), New Bank, Northwram, Halifax, York, ironfounder. Feb. 15: A. C. Foster, solicitor, Halifax, York. March 1: M. R., at eleven o'clock.

CLUTE (Walter), 22, Spital-square, Shoreditch, Middlesex, and Grosvenor House, Hoe-street, Walthamstow, Essex, silk manufacturer. Feb. 4: P. Gellatly, solicitor, 2, Lombard-court, Gracechurch-street, London. Feb. 11: V. C. H., at two o'clock.

EATON (Mary A.), jun., 2, Hamlet-terrace, Baddow-road, Chelmsford, Essex, gentleman. Feb. 26: Henry Nicol, solicitor, Lime-street, London. March 12: M. R., at eleven o'clock.

FLANDERS (Wm.), Brunswick-square, Middlesex, Esq. Feb. 20: C. G. Scott, solicitor, 4, College-hill, Cannon-street, London. March 6: V. C. H., at twelve o'clock.

FRINNEY (Frederick A.), Guildersfield, Anerley-hill, Surrey, and 143, Cannon-street, London, merchant. Feb. 22: A. Walker, solicitor, 13, King's-road, Gray's Inn, London. March 8: M. R. at eleven o'clock.

GOODAIR (John), Preston, cotton manufacturer. Feb. 20: R. W. and A. Oseroff, solicitors, Preston. March 9: V. C. H., at twelve o'clock.

HALL (Chas. Smith), Sunderland, joiner. Feb. 20: S. Hall, solicitor, 53, Villiers-street, Sunderland. March 4: V. C. H. at twelve o'clock.

HENRY (Charlotte), 8, Station-street, Stratford, Essex, widow. March 3: G. O. Rice, solicitor, 10, Lincoln's-inn-fields, London. March 17: V. C. H., at twelve o'clock.

LOVEL (Wm.), Norton Malton, York. Feb. 15: Thos. Steel, solicitor, Sunderland. Feb. 22: V. C. M., at twelve o'clock.

OWEN (Griffith), Yronaig Llanaber, Merioneth, master mariner. Feb. 16: H. S. Ryland, solicitor, 14, Lincoln's-inn-fields, London. Feb. 25: V. C. M., at twelve o'clock.

RUDDUCK (Samuel), Wilnot House, Wilnot-street, Bethnal-green-road, and 20, Anchor-street, Shoreditch, Middlesex, Manchester warehouseman. Feb. 11: Wm. G. S. Gard, solicitor, 2, Gresham-buildings, Basinghall-street, London. Feb. 18: V. C. M., at twelve o'clock.

TAYLOR (Anne), 40, Long-row, Nottingham, milliner and dressmaker, under the name of Mrs. A. T. Bishop. March 1: Broad-street, London. March 8: V. C. M., at twelve o'clock.

WALLER (Arthur), Aberdeen Park, Highbury, Middlesex, Esq. March 1: W. F. Gash, solicitor, 3, Finsbury-circus, London. March 10: V. C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ARBUOTHNOT (Wm. U.), 9, Bridgen-place, Bexley, Kent, and 9, Eaton-place, Middlesex, Esq. March 15: C. Francis, solicitor, 25, Austin-friars, London.

BAKER (Walter A.), Bexhill, Sussex, gentleman. March 1: C. Sawbridge, solicitor, 11, Milk-street, Cheapside, London.

BURRELL (Wm. D.), Chelmsford, Essex, bookseller. Feb. 27: Gepp and Sons, solicitors, Chelmsford.

CALVEY (Wm.), 20, Little Tower-street, London, commission agent and broker. Feb. 23: Messrs. Parkers, solicitors, 17, Abchurch-lane, London.

COLMAN (Ed.), Clapham-common, Surrey, Esq. March 2: W. H. Tillett and Co., solicitors, St. Andrew's-street, Norwich.

CARDEN (Geo. F.), The Grove, Hendon, and 2, Sussex-gardens, Hyde-park, Middlesex, Esq., barrister-at-law. March 6: Shaw and Co., solicitors, 3, King's-road, Bedford-row, London.

CRAIGHEAD (Mary), 75, St. Paul's-road, Islington, Middlesex, widow. March 1: A. D. Bird, solicitor, 37, Guildford-street, Russell-square, London.

DORSON (Geo. C.), formerly of Holyhead, Anglesea, late of 51, Eardley-crescent, West Brompton, Middlesex, civil engineer. March 1: J. H. Johnson, solicitor, 47, Lincoln's-inn-fields, London.

DOUGLAS (Mary N.), Clifton-terrace, Winchester, spinster. March 1: J. Burn, solicitor, 16, Gresham-street, London.

DUPPA (Baldwin F.), Hollingbourne House, Hollingbourne, near Maidstone, Esq. March 2: Meynell and Pemberton, solicitors, 20, Whitehall-place, London.

ELDERSON (Frances M.), Belgrave-cottage, Wandsworth-road, Surrey, spinster. Feb. 16: R. J. Fead, solicitor, 29, Parliament-street, Westminster, S.W.

ELDRIDGE (Henrietta F.), Fauconberg-villa, Cheltenham, widow. March 1: A. D. G. Palmer, solicitor, Essex House, Cheltenham.

EVANS (Herbert E.), Eaglebush House, Lantwit juxta Neath, Glamorgan, and the Inner Temple, London, Esq., barrister-at-law. Feb. 23: A. Curtis, solicitor, Neath.

FOSTER (Thos.), 4, Atkins-row, Clapham-park, Surrey, and 45, Cheapside, London, wine merchant. March 1: C. C. Sawbridge, solicitor, 11, Milk-street, Cheapside, London.

FOX (Sackville, W.), 22, Pall Mall, and the Carlton Club, Pall Mall, Middlesex, Esq. March 22: Newstead and Wain, solicitors, Red Hall, Leeds.

GODMAN (John), Park Hatch, Surrey, and 55, Lowndes-square, Middlesex, Esq. March 1: H. S. Town, solicitor, 18, Bedford-row, Middlesex.

GORDON (Zebe, Ann R.), 25, Finchley New-road, Middlesex, widow. March 1: Guscombe, Wadham, and Daw, solicitors, 19, Essex-street, Strand, Middlesex.

GOSW (Geo.), J. E. 80, Old Broad-street, London, and 10, Park-crescent, West Brompton, Middlesex, and of Witley, Surrey. March 10: Wilson, Bristows, and Co., solicitors, 1, Copthall-buildings, London.

HADLAND (Jos.), formerly of Cheapside, London, merchant, afterwards of Binfield-road, Clapham, Surrey, and late of Eldon Park Lodge, South Norwood, Esq. March 25: Satchell and Chappell, solicitors, 6, Queen-street, Cheapside, London.

HICKILL (Jas.), 42, Beresford-road, Highbury New Park, Middlesex, gentleman. March 5: Wm. Hine Haycock, solicitor, 4, College-hill, Cannon-street, London.

HUNTRESS (John R.), Dudley, veterinary surgeon. March 31: J. Stokes, solicitor, 1, Priory-street, Dudley.

JONES (Edw. H.), Eagle Wine and Spirit Stores, Newtown, Montgomery, wine and spirit merchant. March 23: Woosnam and Talbot, solicitors, Newtown.

JONES (Roger L.), Sunnyside, Prince's Park, Liverpool, Esq. April 30: Whitley and Maddock, solicitors, 6, Water-street, Liverpool.

JONES (Wolryche H. W.), Chastleton House, Chastleton, Oxford, Esq. March 31: Sewell and Co., solicitors, Cirencester.

KADWELL (Wm.), Keston Common, Keston, Kent, boot and shoe maker. Feb. 6: Bevan and Whitting, solicitors, 6, Old Jewry, London.

KING (Samuel), late of Oxford Villa, King's-road, Camden Town, Middlesex, and formerly of 18, Camden-square, Camden Town, solicitor. April 1: J. Edwin Carter, solicitor, 64, Austin Friars, London.

LATIMER (Fitz Henry), 20, Bishopsgate Without, London, book maker. March 1: Noon and Tiddeman, solicitors, 18, Blomfield-street, London.

LEWIS (Roger), Penmaen House, Mynyddysallwy, Monmouth, colliery proprietor. April 23: J. D. Pain and Son, solicitors, Dock-street, Newport, Mon.

LYALL (Robert), 3, Tenterden-street, Hanover-square, Middlesex, Esq. Feb. 19: Warry and Co., solicitors, 70, Lincoln's-inn-fields, London.

MACE (John), Ivy House, Forebridge, Stafford, Captain in H. M.'s 9th Regiment. March 1: Griffiths, Bloxham, and Son, solicitors, 6, Bennett's-hill, Birmingham.

MANSFIELD (Margaret), Coddington Villa, Central Hill, Upper Norwood. March 31: G. A. Crawley and Arnold, solicitors, 20, Whitehall-place, Westminster.

MASON (Rev. John), formerly of Aldenham Lodge, Hertford, afterwards of Elterwater Hall, Ambleside, Westmoreland, late of Brignall Rectory, near Barnard Castle, York. Feb. 21: Walker, Twyford, and Co., solicitors, 5, Southampton-street, Bloomsbury, London.

MILNER (And. W.), Samuel-street, Woolwich, Kent, spinster. March 1: W. and J. Flower and Son, solicitors, 1 and 2, Great Winchester-street Buildings, London.

MUNRO (Robert), late of Wugurabad, East Indies, sub-engineer on the Punjab Northern State Railway, and formerly of Braids-street, Cowcadens, Glasgow. March 15: J. Brand Batson, solicitor, 32, Great George-street, Westminster.

ORMEROD (Hannah T.), Bank House, within Ratten-stall, Lancaster, widow. March 24: Samuel and S. Woodcock, solicitors, 9, Henry-street, Bury, Lancashire.

PARSONS (Sarah), formerly of 9, Cranley-place, South Kensington, afterwards of 18, Trafalgar-square, Chelsea, late of 7, Fowls-terrace, Onslow-square, Middlesex, widow. Feb. 23: J. Mason, solicitor, 5, Maddox-street, Regent-street, London.

PERROT (Richard), Tenter-street, Moorfields, London, and Tollington Park, Hornsey, Middlesex, packer, calenderer, and clothworker. March 1: G. H. Cole, solicitor, 1, Church-court, Clement's-lane, London.

PETRIE (Harriet J. G.), Barniel Berrylands, Surbiton, Surrey, spinster. July 1: H. A. Dowse, solicitor, 6, New Inn, London.

PHILPOTT (John), formerly of Philpot-lane, London, and late of Stamford Hill, Middlesex, Esq. March 1: Drake and Son, solicitors, 3, Cloak-lane, Cannon-street, London.

PICKBURN (Frederic H.), 35, Hallford-street, Islington, Middlesex, printer. March 1: Alsop and Co., solicitors, 23, Great Marlborough-street, London.

RASKLEIGH (Rev. Geo. C.), Hamble, Southampton. March 15: C. Woodridge and Son, solicitors, Winchester.

RATCLIFF (Sarah), Eastwood, Nottingham, widow. March 13: Burton and Co., solicitors, St. James's-street, Nottingham.

RING (Geo.), Somer's Cottage, Upper Tulse-hill, Brixton, Surrey, and the Duke of Cambridge Public House, Cornwall-road, Brixton, licensed victualler. March 1: Wilkinson and Drew, solicitors, 151, Bermondsey-street, Bermondsey, S.E.

ROGERS (Mary Ann), 16, Hanover-square, Middlesex, widow. March 1: Hyde, Tandy, and Mahon, solicitors, 33, Ely-place, Holborn, London.

RUSSELL (Jas.), Duke-street, Piccadilly, Middlesex, Esq. March 6: J. Steele, solicitor, 9, Cook's-court, Lincoln's-inn, London.

SALVIN (Elizabeth M.), Whitmore-house, near Guildford, Surrey, spinster. March 15: Ward and Co., solicitors, 1, Gray's-inn-square, London.

SCALE (Geo. J.), Commercial-road, Landport, and Northbrook-house, Elm-grove, Southsea, Southampton, surgeon. March 1: Bellard and Son, solicitors, 182, High-street, Portsmouth.

SKINNER (Mary A.), The Shrubbery, Oaten-hall, Canterbury, widow. April 1: Tassell and Son, solicitors, Faversham.

SMITH (John), sen., Coven, Brewood, Stafford, farmer. March 25: Gough and Colebourne, solicitors, 13, King-street, Wolverhampton.

SMITH (Wm.), late of 25, Bridge-road, Hammersmith, Middlesex, gentleman, formerly of Hammersmith, corn dealer. Feb. 27; Watson and Sons, 16, Bridge-road, Hammersmith.

SPEED (Louisa), 35, Burton-road, Brixton, Surrey, widow. C. W. Demmett, solicitor, 20, Gutter-lane, Cheapside, London.

SPENCE (Lewis H.), late of 6, The Grove, Kentish Town, Middlesex, and formerly of 97, Hatton-garden, London, merchant. Feb. 15; J. M. Henderson, solicitor, 72, Basinghall-street, London.

STANWARD (Robert), jun., St. Giles, Colchester, Essex, miller. March 6; Philbrick and Middleton, solicitors, Colchester.

STOUT (Jas.), formerly of Brentford, Middlesex, late of Tugvor House, Mortlake-lane, Kew, Surrey, wine merchant. Feb. 24; O. Richards, solicitor, 16, Warwick-street, Regent-street, London.

SYMS (Emma R.), 50, Minorities, Middlesex, widow. March 1; J. W. March, solicitor, 2, Fen-court, Fenchurch-street, London.

TOWNEND (Geo.), 9, Mincing-lane, London, and Shrapnel-park, Byfleet, Surrey, tea-broker. April 30; Wm. Foster, solicitor, 9, Queen-street-place, Cannon-street, London.

URIN (Stephen), 11, Park-side, Knightsbridge, Middlesex, bootmaker. March 1; Noon and Tiddeman, solicitors, 16, Blomfield-street, London.

WALLINGTON (Richard A.), The Warren, Old Charlton, Kent. March 1; Pickett and Mytton, solicitors, 3, King's Bench-walk, Temple London.

WARREN (Geo.), Running Horse, Chapel-street, Mayfair, Middlesex, licensed victualler. March 9; Hunter and Co., solicitors, 3, New-square, Lincoln's-inn, London.

WELLS (Wm.), Brook-green, Hammersmith, Middlesex, market gardener. Feb. 27; Watson and Son, solicitors, 16, Bridge-road, Hammersmith.

WHITE (Jas.), White Hart Inn, White Hart Inn-yard, Borough High-street, Southwark, Surrey, licensed victualler, and 63, Borough High-street, Southwark wine and spirit merchant and grocer, and likewise of 149, Borough High-street, coffee, merchant, and wholesale grocer, and who resided at Suffolk House, Upper Tulse-hill, Surrey. Feb. 25; A. Rhodes, solicitor, 2, Charch-court, Clement's-lane, London.

WILLIAMS (John), formerly of Somerset House, Strand, and since of Burlington House, Piccadilly, Middlesex, assistant secretary to the Royal Astronomical Society. March 20; Marriott and Jordan, solicitors, 3, Westminster Chambers, Victoria street, Westminster, S.W.

WOOD (Thos. P.), late of Rushall, Speldhurst, Kent, Esq., formerly a captain in H.M.'s 29th Regiment Foot. Feb. 20; Wadson and Malleson, solicitors, 11, Austinfriars, London.

THE BENCH AND THE BAR.

CALLS TO THE BAR.

The following gentlemen were on Tuesday called to the Bar:—

By the Hon. Society of Lincoln's-inn.—James Wilson, Esq., late of Caius College, Cambridge; Henry Howard Batten, Esq.; Frederick William Stone, Esq., M.A., B.C.L., Oxford; Charles Clavell Hore, Esq.; John Allen Mylrea, Esq., LL.B., University of London; Walter Hayward Peel, Esq., Trinity College, Cambridge; John Geldard, Esq., B.A., Cambridge; Samuel Arthur Sampson, Esq., LL.B.; Cambridge; Harry Inglis Richmond, Esq., B.A., Oxford; Alfred Edmund Packe, Esq., B.A., Oxford; Charles Albert Janson, Esq., B.A., Oxford; William Manning Harris, Esq., M.A., Cambridge, Fellow of King's College; William Henry Dyer, Esq.; Cumberland Henry Woodruff, Esq., B.A., S.C.L., Oxford; Ashley Henry Maude, Esq.; Thomas Lennox Irwin, Esq.; John Alderson Foote, Esq., B.A., Cambridge (holder of studentship in Jurisprudence and Roman Civil Law, from the Council of Legal Education, Hilary Term, 1874); Charles Henry Witts Woodroffe, Esq., B.A., Cambridge; and Andrew Lyon, Esq., of the University of Edinburgh, and of the Bombay Civil Service.

By the Hon. Society of Inner Temple.—Douglas Moffat, Esq., M.A., B.C.L., Oxford; Stephen Newcome Fox, Esq., B.A., Oxford; Henry Maynard Mills, Esq., M.A., Oxford; William Marshall Venning, Esq., B.A., Oxford; Charles Marriott, Esq., M.A., Oxford; Edgar Broome Cope, Esq., Oxford; Francis Hallett Hardcastle, Esq., B.A., Cambridge; Sydney Philip Nicholls, Esq., B.A., Oxford; John Marshall Dugdale, Esq., B.A., Oxford; John Bevil Fortescue, Esq., B.A., Oxford; the Hon. Reginald Gilbert Murray Talbot, LL.B., Cambridge; William Baker, Esq., B.A., Dublin; the Hon. Francis Parker, B.A., Oxford; Aretas Akers, Esq., Oxford; William Keith, Esq., M.A., Cambridge; John Tennant, Esq., M.A., Cambridge; William Charles Higgins, Esq., B.A., Oxford; John Joseph Bickersteth, Esq., B.A., Oxford; William Peregrine Property, Esq., M.A., LL.M., Cambridge; John Cumming, Esq., B.A., Cambridge; Arthur George Rickards, Esq., B.A., Oxford; Samuel Haughton Graves, Esq., B.A., Cambridge; Horace Edmund Avory, Esq., LL.B., Cambridge; William Blake Johnson, Esq., M.A., LL.M., Cambridge; William Eaton Young, Esq., B.A., B.C.L., Oxford; William Houston-Boswall, Esq., B.A., Cambridge; Alfred Dobson, Esq.; Herbert Percival, Esq., LL.B., Cambridge; Henry Cooke, Esq., B.A., Cambridge; James Kinder Bradbury, Esq., B.A., Cambridge; and Douglas Metcalfe Metcalfe, Esq.

By the Hon. Society of the Middle Temple.—Samuel Thomas Stanislaus Richardson, Esq., B.A., Trinity College, Dublin, and of the Irish Bar; Arthur Rankine Blackwood, Esq., B.A., Balliol College, Oxford; Francis Frederick Handley, Esq.; Henry Priestley, Esq., University of London; Prince Mahomed Wuhiduddin; John Yonge Anderson Morshead, Esq., University College, Oxford; Louis Pitman Russell, Esq., B.A.,

Trinity College, Oxford; Richard Harry O'Brien, Esq., of the Irish Bar; George St. Leger Daniels, Esq.; John William Gustavus Leo Daugars, Esq., B.A., St. Alban Hall, Oxford (holder of a studentship in Roman Civil Law, from the Council of Legal Education); James Knight, Esq., University of London; Pramatha Natha Mittra, Esq.; David Law, Esq.; Allan Gilmour, Esq., LL.B., Trinity Hall, Cambridge; and Arthur Becher Ellicott, Esq., B.A., Trinity College, Cambridge.

By the Hon. Society of Gray's-inn.—Edward Dicey, Esq., B.A., Trinity College, Cambridge.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

LAND TAX, REDEMPTION OF—MANOR AND WOODLANDS—INCLOSURE AFTER ALLEGED REDEMPTION—WHETHER REDEMPTION AFFECTS LANDS INCLOSED AFTER ITS DATE—DISCREPANCY BETWEEN CERTIFICATE AND SCHEDULE—BURDEN OF PROOF, WHETHER UPON LAND TAX COMMISSIONERS OR PARTY CLAIMING EXEMPTION.—Where a manor has once been charged with land tax, and the tax once redeemed, no after inclosure of the waste lands will render the manor liable to re-assessment. If there be a discrepancy between the contract for the certificate of redemption on the one hand, and the schedule to such contract and certificate and the duplicate assessment on the other, the contract and certificate is to be deemed the true description, in the absence of affirmative evidence to the contrary, which evidence it lies upon the Land Tax Commissioners to produce. The plaintiffs were the executors of the will of H., and the defendant was a collector of land tax. In 1799 the predecessor in title of H. had entered into a contract for the redemption of the land tax charged upon (*inter alia*) a manor of which such predecessor was lord. The certificate of contract given by the Land Tax Commissioners set out that the manor, grove, and woodlands were charged with land tax to the amount of £70 4s. and the contract for redemption, that the tax charged upon the manor, grove, and woodlands was redeemed for a sum therein mentioned, but neither the duplicate assessment nor the schedules to the certificate or contract made any mention of such manor, groves, and woodlands. In 1844 H. bought the manor, and afterwards brought the waste into profitable occupation. No demand of land tax was made of him until 1867, when £12 17s. 4d. was demanded as a sum "assessed and not exonerated." H. refusing to pay, and being distrained upon by the defendant, brought an action for illegal distress, which was continued by the plaintiffs: Held by Keating, Lush, and Denman, JJ., upon a special case stated without pleadings, that the plaintiffs were entitled to judgment. *Hodgson and others v. Pearson* (31 L. T. Rep. N. S. 679 C. P.).

REVENUE—INCOME TAX—LIABILITY TO OF FOREIGN CORPORATION HAVING AN AGENCY IN ENGLAND—PROFITS ACCRUING ABROAD.—The Imperial Ottoman Bank is a Turkish corporation, incorporated by the Sultan's firman, and by the imperial concession it was established as the State Bank of the Ottoman Empire, with, in addition to the right of carrying on the ordinary business of bankers, the exclusive privilege of issuing in Turkey notes in the Turkish language payable to bearer on demand, payable at Constantinople or at the branches, and bearing the seal of the High Commissioner of the Government. It was also charged with the receipt of the imperial revenues and the payment of all drafts issued upon it by the Minister of Finance, and its seat was fixed at Constantinople. In pursuance of a power, given to it by the concession, to establish as many branches and agencies as it might think fit, the bank established an agency in London for the ordinary business of a bank, which was managed by a committee resident in London, and was elected by the general body of the shareholders. The annual general meeting, and all extraordinary meetings of the shareholders of the bank were held in London, and at such annual meetings the report of the committee of the bank, with the accounts for the preceding years were read, the dividends declared, and the members of the general committee elected. The defendants, the London members for the time being, of the committee charged with the management of the London agency of the bank, admitted their liability to pay income tax on, and made a return of, the amount of profits accruing to the bank from the trade of bankers exercised within Great Britain, but declined to make any return of the profits accruing from the business carried on by the bank elsewhere, which the Crown contended the defendants were bound to make, and to pay income tax upon. Held, by the Court of Exchequer (Kelly, C.B., and Cleasby and Amphlett, BB.), that the bank, as a corporation, "resided," if anywhere, at Constantinople, where its seat was

fixed by the imperial statutes, and that it did not "reside within the United Kingdom" within the meaning of sect. 2, schedule D., of the 16 and 17 Vict. c. 34; and therefore the defendants were not bound to make a return of, or to pay income tax upon, the profits accruing to the bank from the business carried on by them elsewhere than within the United Kingdom: (*The Attorney General v. Alexander and others*, 31 L. T. Rep. N. S. 694. Ex.).

COURT OF QUEEN'S BENCH.

Wednesday, Jan. 27.

(Before COCKBURN, C.J., and MELLOB, LUSH, and ARCHIBALD, JJ.)

REG. v. VINE.

Publican's licence—Forfeiture for felony—Licensing Act retrospective.

This case came before the court on an appeal from the Leeds quarter sessions. It appeared that in 1873 a man named Teaker became the holder of a licence for an old-established public house in Leeds, known as the Fox and Grapes. In 1873 it became known, for the first time, both to the magistrates and the police, that in January 1865, Teaker was convicted of felony. The appellant, Vine, became tenant of the house, and in February 1874 he applied for a transfer of the licence, but the justices refused to grant the application under the 14th section of the 33 & 34 Vict. c. 39, which was passed in 1870, and provides "that every person convicted of felony shall for ever be disqualified from selling spirits, &c., by retail, and that his licence shall be void to all intents and purposes." Teaker had held the licence from July to November 1873.

Maule, Q.C. (with whom was Wilberforce), appeared for the respondents.

Poland and Tennant for the appellant.

Maule was proceeding to contend that the words of the section were imperative, and that they had a retrospective operation, when the court called upon Poland to support his appeal.

His contention was that the section must be construed as applying only to persons convicted after the passing of the Act, or otherwise its operation would work the greatest injustice both to owner as well as to occupier of the house.

COCKBURN, C.J., said the Legislature had chosen to say so. The penalty was not only a punishment to the man, but it was for the protection of the public that the person holding the licence should be a man of good character, and, so far as that was concerned it mattered not when the conviction took place. The magistrates had no discretion in such a case.

Maule, in reply, said this was not a penal statute. The word "convicted" applied to the status of the person, and covered all time.

The court gave judgment for the respondents, on the ground that the licence was forfeited under the 14th section of the Wine and Beer Act.

HAMMERSMITH POLICE COURT.

(Before Mr. BRIDGE.)

The Masters and Servants' Act.

George James appeared at the Hammersmith police court to answer a summons at the instance of Conrad Kehrein, a master baker, under the Masters and Servants' Act, for not fulfilling a service of contract.

Mr. BRIDGE inquired whether the contract was in writing.

Claydon said it was not.

Mr. BRIDGE thought the contract must be in writing.

Claydon said no mention was made in the Act of a contract in writing being required.

Mr. BRIDGE held that by the 4 Geo. 4, contracts with artificers were required to be in writing, and signed by the contracting parties. A baker was an artificer. He then read a case which governed that Act of Parliament. It was the case of *Banks v. Crossland*, [reported in the number of the *Law Journal* for the current month, in which Mr. Justice Blackburn said—"By the Masters and Servants' Act of 1867, sect. 3, nothing in the Act shall apply to any contract of service other than a contract within the meaning of the enactments in the first schedule to the Act. I cannot construe these words in any sense than this, that the Act shall apply to contracts within the meaning of the scheduled enactments, but that the Legislature did not mean to create a summary jurisdiction in any other case."

Claydon said he was not aware of that case.

The summons was dismissed.

COMMUNICATIONS have been received by the Middlesex magistrates sitting in general quarter sessions from the petty sessional divisions of St. James's Westminster, Enfield, and Uxbridge recommending that in all cases of brutal assaults on women and children powers should be obtained to enable courts of quarter sessions to add flogging to the present punishments. This opinion is gaining ground throughout the country.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover		W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Banbury	Tuesday, Feb. 2	A. S. Hill, Q.C., M.P., D.C.L.	10 days	D. P. Pellatt.
Berwick-on-Tweed	Friday, April 2	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Bridgwater	Friday, Feb. 5	P. H. Edlin, Esq., Q.C.	14 days	John Trevor.

COMPANY LAW.

THE LIQUIDATION OF INSURANCE COMPANIES.

MR. BUNTON writes to the *Times* with reference to the European Arbitration:—

"Having seen the European Society's Arbitration come to a complete deadlock, from which the temporary acceptance of the office of arbitrator by even so accomplished a lawyer as Lord Justice James can scarcely be said to have completely released it, we may find it not uninteresting to look back and retrace the steps which have led to this deplorable history. It is said that nothing is certain save the unexpected; but nothing that has happened has been unexpected in this case. Every false step, misadventure, and misfortune was foreseen and foretold in your columns, and the voice of warning was freely raised, though it met the fate of the voice of Cassandra.

"When Vice-Chancellor Malins made the provisional order for winding up the European, the Albert Arbitration was going rapidly forward, and it was at once proposed to follow that precedent. But the dangers of that course were very apparent to those who were then entrusted with the management of the liquidation, and by them a Bill was prepared which received the cordial approbation of the Vice-Chancellor, which in the place of the violent remedy of an arbitration should enable the Court of Chancery to carry out the liquidation with rapidity and certainty. 'The provisions proposed were, *inter alia*, to limit the right of appeal from the Vice-Chancellor's Court to the Court of Appeal alone; to prescribe the mode in which all contingent interests, such as policies and annuities, were to be valued; to throw upon the liquidators the duty of valuing all such claims, and settling the list of contributories according to the mode pursued in voluntary liquidations; and to provide for the winding-up of indemnifying and indemnified companies in such a manner that no disputed claims on the latter could delay the liquidation of the former.' This Bill was unfortunately lost in the Select Committee of the House of Commons without a witness being heard in its favour. 'We prefer the Arbitration Bill,' said the chairman, on the principle, no doubt, of the *dicta*, 'As little law as possible, if you please, gentlemen, and 'What-ever you do, keep out of the Court of Chancery.' An arbitrator in the eyes of our legislators was to be a *deus ex machina* to descend from an exalted sphere, and set all things right by magic. They little knew that a legal arbitration without appeal or responsibility represented the legal disease in its most virulent form. The rejection of this Bill did not, however, settle this controversy, the Arbitration Bill was only viewed with increased repugnance, and it was pointed out that, in addition to the objections arising upon constitutional and public grounds, the practical difficulties would be insuperable. 'The same questions,' it was said, 'will be fought over and over again. There will be no binding precedent, since the opinions of successive judges are sure to vary in this as in all other branches of the law, and the result must be mere chaos and confusion. Not only will there be unseemly contests of opinion, but every unsuccessful suitor who would have obtained a decree in his favour from a previous arbitrator will feel himself wronged, and nothing but discontent can follow. In consequence of these objections (as prophecies since fulfilled to the letter) clauses were introduced by the Board of Trade, with the advice of the law officers of the Crown, into a bill then passing through Parliament, and which has since become law as the Life Assurance Companies Amendment Act, 1872, to enable the Court of Chancery to deal with compound companies like the European, and render Arbitration Bills unnecessary. When these clauses had become part of a Government measure it was not surprising that it was expected that they would supersede the Arbitration Bill, and that no further attempt was made to improve the latter by at least introducing a provision to give the suitor a limited right of appeal. I have reason to think that in the early part of the proceedings Lord Westbury would not have objected to some such provision, but it would have been a concession, and was not volunteered. It would, moreover, have greatly altered the character of the measure, which would have become little more than one to erect an additional Vice-Chancellor's Court to meet an extraordinary press of business. That the private Arbitration Bill and the public bill to render Arbitration Bills unnecessary should have passed the House on consecutive nights might have been thought incredible.

"We have now seen the result, but I cannot doubt that if the liquidation had been allowed to proceed either under the original Bill approved by the Vice-Chancellor, or under the Amendment Act of 1872, it would by this time have been far advanced towards completion, and an immense and profitless expenditure would have been avoided. What is of still greater importance, instead of the 'mere chaos and confusion' into which the subject has fallen, we should have had a continuous and orderly series of decisions of the Court of Appeal, consistent in themselves and settling for the future the principles upon which such liquidations are to be conducted. It now remains to be seen whether any remedy will be proposed in the ensuing session of Parliament. Should the liquidation remain in the hands of the Lord Justice—and no abler hands could be found to direct it—it would not seem unreasonable that with his consent, an Amendment Bill should be introduced, giving a limited right of appeal for the very purpose of clearing and consolidating the law. Should he not propose to retain it, the Arbitration Court might be reduced to more modest dimensions as a mere additional Vice-Chancellor's Court, or the whole proceedings transferred back to the Court from which they were taken. In any case there need be no interruption to the work now in progress, and the officers of the Arbitration Court might become those of the new tribunal, and we need not have the scandal of seeing a new set of men paid to learn a lesson which had been previously mastered by others.

"There is another even more important cognate question upon which legislation is required, and that is how to prevent liquidations of this nature in future. They are wholly unsuited to the settlement of the affairs of an insurance office, unless it has reached the very depths of insolvency; and the true remedy is the reduction of the contracts and the reconstruction of the office, or the transfer of its business to another. This is far from impossible, and the principle is already recognised in the Life Assurance Companies Act, 1870, but in terms far too general to have any practical effect. The true application of the principle has, moreover, been only lately recognised even by actuaries. It is in the place of a dividend in cash, to give a reduced insurance for the sum provided in each case by the dividend, and also such an insurance as the premiums payable would provide at the advanced ages, and to reduce every policy to the addition of these two sums. If the calculations which gave effect to such a scheme were made upon sound principles, there would be little, if any, inducement to the more recent insurers to leave an office thus restored to a thoroughly safe footing; while the older insurers would be placed in a far better position, and there would be few, if any, cases of real hardship. Shareholders liable for a deficiency could not escape from their responsibilities, but even for them a very considerable relief might be provided. Such a measure as this might with advantage occupy the attention of the Board of Trade, whose authorities must be well aware of the dangers which beset the weaker offices—dangers which the events of every year prove to be intensified by the imperfect provisions of the Act of 1870."

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

BEQUEST OF LEASEHOLDS—ESTATE IN REMAINDER—LEGAL ESTATE—EXECUTORS TAKING AS TRUSTEES—ASSENT OF EXECUTORS TO BEQUEST.—A testator devised and bequeathed, subject to the payment of all his just debts, funeral expenses, and charges of probate of his will, to his wife the clear rentals of a leasehold house for her life, but with no power to sell, mortgage, or otherwise dispose of them, and after her death left the same to his son R., he, paying all the testator's just debts, &c., but with no power to sell, mortgage, or otherwise dispose of the same. The will then proceeded, "and I further direct that my said son R. is to have no power or authority whatever to receive any rents from nor otherwise interfere in the management of the said property, except so far as to receive his share of any surplus existing after payment of ground rent, repairs, or other incumbrances and incidental expenses, every six months, but that the said rents shall be received, and all matters appertaining to the property aforesaid to be under the management of my executor

or executrix hereinafter named; and also I direct that after his decease his share of the within-named property aforesaid be equally divided between any children or to any child lawfully begotten by him; but should he die without leaving lawful issue as aforesaid, I then direct that the same be equally divided amongst the surviving children of my daughter M. A. C., share and share alike; but should my son R. neglect to pay what is herein described, I direct that my executor or executrix hereinafter named shall have full power to retain from his share of the within-named property a sufficiency to discharge the same." The executors collected the rents and paid them to the testator's widow for her life, and after her death to the testator's son R., who, after the death of the surviving executor, took out administration *de bonis non* to the testator, and conveyed the property to the defendants. After the death of R. ejectment was brought by the surviving children of the testator's daughter, M. A. C. Held, that they were entitled to judgment without taking out administration to the surviving executor. Even though the legal estate vested in the executors during the lives of the widow and son of the testator, on the death of the latter without issue it vested in the surviving children of M. A. C., with regard to whom no trust was to be performed: (*Stevenson and another v. The Mayor, &c., of Liverpool*, 31 L. T. Rep. N. S. 705. Q. B.)

PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), ss. 3 AND 4—ACCESS OF LIGHT—ACTUAL ENJOYMENT OF LIGHT FOR THE FULL PERIOD NEXT BEFORE ACTION—INTERUPTION SUBMITTED TO OR ACQUIRED IN.—Some windows had existed for more than twenty years, when they were obstructed by a building of the defendant. The plaintiffs at once complained personally to the defendant, and protested on three or four occasions against the infringement of their right to light and air through these windows. The defendant refused to admit any such right, or to remove the obstruction. The plaintiffs did not bring their action till after the obstruction had continued for more than a year. Held, that, assuming them not to have submitted to or acquiesced in the interruption, the plaintiffs had actually enjoyed the access of light for the full period of twenty years next before action brought, within the meaning of sects. 3 and 4 of the Prescription Act: Held also, that upon those facts the plaintiffs had not necessarily submitted to or acquiesced in the interruption, within the meaning of sect. 4 of the Act, and that, whether their conduct showed that they had done so or not, was a question for the jury to decide: (*Glover v. Coleman*, 31 L. T. Rep. N. S. 684. C. P.)

POWER OF APPOINTMENT—FAMILY ARRANGEMENT—INVALID EXECUTION.—By the settlement in 1820 on the marriage of A. with his wife, a fund of £6000 was settled upon the husband and wife, and survivor for life, with remainder to such of their children as A. should appoint, and, in default of appointment, to the children equally. A. had two sons and a daughter. On the marriage of his daughter in 1853, A. settled £5000 of his own money on her. The trust fund of £6000 was lent to A. upon mortgage of the B. estate. In 1863 A., wishing to exercise his power, executed three deeds upon the same day, as follows: By the first he settled the B. estate upon his eldest son with remainder, in default of his son's issue, to himself in fee. By the second he appointed the £6000 to his eldest son, and by the same deed A. and his wife and eldest son released the B. estate from the £6000. By the third A. gave the second son the bulk of his property. On the same day A. executed his will, by which he confirmed the deeds of gift in favour of his two sons, and charged his interest in reversion in the B. estate expectant on the failure of the issue of his eldest son, with £3000 in favour of his daughter's children, who were not objects of the power in A.'s marriage settlement. Held on bill filed by the daughter and her husband, who had not been parties to the appointment, that the whole transaction could not be supported as a family arrangement, and that so far as concerned the daughter the execution of the power was invalid: (*Roach v. Trood*, 31 L. T. Rep. N. S. 666. V. C. M.)

WILL—CONSTRUCTION—RAILWAY "SHARES"—STOCK.—A will contained a bequest of "all such stocks in the public funds and shares in any railway, and of which I may die possessed." At the date of the will, and also at the time of his death, the testator was the registered proprietor of £6300 ordinary stock, and of 63 "new" shares of £12 10s. each in the London and North-Western Railway Company: Held (reversing the decision of the Master of the Rolls) that the £6300 ordinary stock passed under the bequest. *Oakes v. Oakes*, 9 Hare, 666, overruled: (*Morris v. Aylmer*, 31 L. T. Rep. N. S. 660. Chan.)

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 12s. per cwt.—[ADVT.]

IRISH PRACTICE CASES.

ROLLS COURT.

Wednesday, Feb. 4, 1874.

(Before SULLIVAN, M.R.)

*Re A. B. (a Solicitor); Ex parte GARDINER (a).**Taxation of costs—Irrelevant charges—Charge of attendance as being that of the solicitor, where the attendance was by counsel.*

On an application that a bill of costs should be referred to the taxing master for taxation, notwithstanding that the proper time for so doing had elapsed, the affidavit of the petitioner stated that he had been induced to enter into the litigation by the fraudulent conduct of his solicitor, and also, that services performed by the solicitor's son, who was a barrister-at-law, had been charged in the bill of costs as services of his father, the solicitor.

Held, that the statements as to the inducement to enter into the litigation were scandalous and irrelevant in an application of this nature; but as to the charge made for the services of the barrister, that there should be a reference to the Master to report.

APPLICATION, on behalf of N. Gardiner, that three bills of costs, amounting together to £203, should be referred to the taxing master for taxation, notwithstanding that the proper time for doing so had elapsed.

The affidavit of the petitioner stated that he had employed A. B. as his solicitor in reference to a will, made by the petitioner's late wife, and certain other matters. That, having inquired into the circumstances attending the execution of the will, the petitioner was not desirous of instituting any litigation with a view to questioning it; but that he had been urged to do so by A. B., who suggested that a favourable compromise might be entered into, and that the petitioner would, at any rate, get his costs; that C. D., a barrister, and son of A. B., went down to the petitioner's residence, concealing his character of barrister, and interrogated one of his late wife's servants, after which he informed the petitioner that she was a "made-up witness," and could not withstand cross-examination in open court; that the petitioner was induced by these representations to contest the will, and having done so, his suit in the Probate Court failed, the will being duly established. The attendances of C. D. were charged for as those of his father. C. D., in his affidavit, admitted he had gone down to question the servant, at the special request of the petitioner, in order to ascertain whether her statements would correspond with what she had told previously, and after such examination, he found there was considerable variance between the two accounts. A. B., in his affidavit, denied that he had urged the petitioner to the litigation in question; he also stated that no attendance, nor any work done by his son, had been charged for, except what was done by him in his capacity of a barrister.

*M. Macdermot for petitioner.**G. Fitzgibbon, Q.C. for A. B.*

SULLIVAN, M.R.—I have heard things, in the course of the evidence in this case, which I did not believe within the reach of possibility, but with some of them I cannot deal here. There is a difference between a petition to tax costs, and a petition presented against a solicitor for misconduct. In the latter case he has to meet a direct charge, and so must be prepared to go into the matter fully. If the charges cannot affect the order the court can make, they are scandalous and irrelevant, even if true; it has happened that a petitioner has had to pay the costs of such an application, while the solicitor was afterwards punished for the very acts irrelevantly charged. In this case the petition teems with charges of the most serious and the most scandalous character; for, if what was said by Mr. Gardiner is true, the litigation in the Court of Probate was the result of a conspiracy. All these charges are irrelevant to this petition; they cannot affect the costs; they go to show the grounds for a good defence, or for an action of deceit. If there were no more, I should make the petitioner pay the costs. But there is a portion of this petition that is relevant, and that is the charge that A. B. has introduced into the bill of costs charges for the attendances of his son C. D., a member of the Bar, which he charges as attendances of his own. There is a controversy as to this. If it turns out that A. B. was not present on this occasion, the taxing master will, of course, disallow the item, and I ought to know whether it was false or not. A. B. consents that a reference should be made upon the matter. I abstain, at present, from giving any opinion as to whether this charge was in reference to A. B.'s attendance. This is certain—that C. D. went down, concealing his character of barrister, to examine this servant-maid, no solicitor being present. I never heard of such conduct before; but I am not the person to consider it. The idea is almost past comprehension, but

the petitioner says he is charged £2 for it. A. B. does not meet this charge as precisely as he ought. Instead of meeting it in a roundabout way, I should have expected him to say, "I was myself engaged in the matter." I cannot avoid making this inquiry. I shall not now decide as to costs. If A. B. sustains his case as to this, he will be entitled to the whole costs of this hearing and of the final hearing, because I hold all the other matters are irrelevant and impertinent. A party who makes a charge against a solicitor should not do it by a side wind. I shall direct an inquiry as to whether this was an attendance by A. B., or by any other and what person. This is the first of such cases which ever came before me, and I hope it will be the last.

Solicitor for petitioner, Peyton.

Wednesday, May 6, 1874.

*Ex parte THE BELFAST AND COUNTY DOWN RAILWAY COMPANY AND DANIEL DELACHE-ROIS.**Practice—Money lodged by railway company under the Lands Clauses Consolidation Act—Direct conveyance, by Commissioners of Church Temporalities, upon trusts and to uses declared in a will.*

Upon petition that the proposed purchase of certain lands from the Commissioners of Church Temporalities be approved of, as a proper investment of a sum of money lodged in court under the provisions of the Lands Clauses Consolidation Act, it appearing that the proposed purchase would be for the benefit of the settled estate, it was ordered that the purchase money should be transferred to the account of the Commissioners of Church Temporalities, the petitioner undertaking to, forthwith, procure the execution of the deed conveying the lands upon the trusts and to the uses declared in the will under which the settled estate was held.

PETITION that the proposed purchase of the glebe lands of Donaghadee, held in fee from the Commissioners of Church Temporalities in Ireland, be approved of as a proper investment for £738, portion of the fund in court to the credit of this matter. Daniel Delacherois, deceased, being seized in fee simple of the lands and premises taken by the railway company, and in respect of which the money now in court was lodged, executed his will, by which he devised his property, subject to certain trusts under which the petitioner was tenant for life. The Belfast and County Down Railway Company, under their Act, which incorporates the Lands Clauses Consolidation Act 1845, took, for the purposes of their undertaking, certain lands which formed part of the real estate so devised, and lodged £2268 6s. 2d., being the amount at which the same were valued, in court to the credit of this matter. The petitioner was entitled under the will, and was also tenant of the glebe lands of Donaghadee, under the Commissioners of Church Temporalities, and had, as such tenant, the right of pre-emption. The commissioners offered to sell the fee simple of the glebe lands to him for £738. The petitioner, having regard to the position of the plots of glebe land in relation to the devised estates, considering, on behalf of the parties interested under the will, that it was of great importance that the glebe lands should be acquired and added to the estate, and not be sold to any other person, accepted the offer of the commissioners, and presented the present petition.

Pakenham Law for the petitioner.

SULLIVAN, M.R.—It appearing that the premises, proposed to be purchased, can be so purchased with benefit to the settled estate, and that the Commissioners of Church Temporalities are willing to convey the said premises, in consideration of £738, to the petitioner, upon and for the trusts and uses declared by the last will and testament of Daniel Delacherois, of and concerning his real and freehold estate in the county of Down, let the Accountant-General transfer to the account of the Commissioners of Church Temporalities so much of the stock standing to the credit of the matter as, at the price of the day, will be equivalent to £738, the petitioner and his solicitor undertaking to have the deed executed by the commissioners with all expedition.

Solicitors for petitioner, Geale and Dwyer.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY—NON-COMPLIANCE WITH DEBTOR'S SUMMONS—ACT OF BANKRUPTCY—TRADER.—To render a debtor liable to be adjudicated a bankrupt under the 6th sub-section of the 6th section of the Bankruptcy Act 1869, on the ground that he "being a trader has for the space of seven days" neglected to comply with a debtor's summons, the debtor must have been a trader at the time when the summons was served upon him. A mine owner who works his mine and sells the minerals is not a trader within the

meaning of the 6th sub-section of the 6th sect. of the Bankruptcy Act 1869: (*Ex parte Schomberg; Re Schomberg*, 31 L. T. Rep. N. S. 665. Chan.)

BANKRUPTCY—PRACTICE—FORM OF PETITION—CONSIDERATION FOR DEBT ON WHICH PETITION IS FOUND.—A bankruptcy petition must show clearly the case which the debtor is called upon to answer, but it need not state the consideration for the debt on which the petition is founded: (*Ex parte Barnett; Re Barnett*, 31 L. T. Rep. N. S. 664. Chan.)

LIVERPOOL COUNTY COURT.

Friday, Jan. 22.

(Before J. F. COLLIER, Esq., Judge.)

*Re SILBY.**Bankruptcy Act 1869, sects. 125 and 126—Registration of resolutions—Rule 271.*

Where objection is marked on proof, and where it appears to registrar that whether objection is sustainable or not, the statutory majority of assents to resolution cannot be affected.

Held, that notwithstanding Rule 271, he is not bound to deal with the objection on the resolution being presented to him for registration.

THIS case incidentally involved a somewhat important point of practice. Mr. Silby, the debtor, was formerly in partnership with Messrs. J. and H. Keyworth, as agricultural implement makers. The partnership was dissolved by mutual consent in 1869, and upon the taking of accounts between the parties, it was found that Mr. Silby was indebted to the firm in a considerable amount, which was ultimately fixed at £1500. The continuing partners, Messrs. Keyworth, agreed to accept the sum of £750 as a compromise, payable by instalments, secured by bills of exchange at long dates, without interest; but it was also agreed in writing that if default were made in payment of the bills, the debt or sum of £1500 was to revive, less any sum that might have been paid in the meantime. The bills were regularly met until November of last year, when, £500 of the £750 having been paid, Mr. Silby presented his petition under the arrangement clauses of the Act. At the first meeting of his creditors a resolution was passed to accept a composition, Messrs. Keyworth tendering a proof of debt for £1300, being £1000 the balance of the original debt, and £300 for interest. The proof was objected to on behalf of the debtor, on the ground that interest was not payable under the agreement. This objection was duly marked on the proof by the chairman (Mr. Bolland), and on the resolutions being presented to Mr. Registrar Watson for registration, it was contended that the objection should be dealt with by him; but he ruled, in a case like the one before him, where the question of the amount of proof did not affect the passing of the resolution, i.e., that whether the objection was a valid one or not the resolution would have the statutory assent of the majority of creditors, he had no alternative but to register and leave the parties to seek the opinion of the court as to the validity of the objection. He held that rule 27, and subsequent rules must be read together. The matter accordingly now came before the court on motion, to reduce the proof by the amount of interest charged, £300.

Rodway appeared in support of the motion.

Gill opposed on behalf of Mr. Banner, the liquidator of Messrs. Keyworth's estate.

It was submitted by Rodway that inasmuch as the agreement did not actually provide for the payment of interest, no interest could be recovered. The intention of the parties undoubtedly was, that on the original debt being revived no interest was, as is usual on the dishonour of bills of exchange, to be charged, but that the original debt should be merged in the compromise; and, in fact, until Mr. Silby had made default in meeting his bills the original debt was not revived. It was expressly stated in the agreement that the £750 was not to bear interest, and it could not have been intended that the £1500 was to be chargeable during the currency of the bills. Further, it was necessary, as a matter of law as to interest, that it should have been inserted in the agreement, as no parol evidence was admissible that had the effect of adding to the written agreement.

Gill, in reply, urged that the original debt, with all its incidents, revived; if it was originally a debt which bore interest, such interest must be allowed. He further contended that evidence might be received to show that the debt was of such a nature.

His HONOUR said he was of opinion that it was necessary the agreement should have provided for interest to enable the parties to recover. He also considered it clear that it was not the intention of the parties that interest should be charged, or it would have been so expressed in the agreement. The order would be to reduce the claim by £300, the respondents to pay the costs of the motion.

(a) From the Irish Law Times Reports.)

WREXHAM COUNTY COURT.

Wednesday, Jan. 13.

(Before HORATIO LLOYD, Esq., Judge.)

Re HUGH MORRIS (a Bankrupt).

Application for payment of deposit money.

HIS HONOUR read the following judgment of Mr. Trevor Parkins, Deputy Judge:—This was an application by Mr. Evan James Brookside Corwen, solicitor, the trustee in the bankruptcy, for an order that Mr. Thomas Jones, of the Feathers Inn, Corwen, should pay to him the sum of £257 10s., being the amount paid by the bankrupt to the said Thomas Jones as a deposit on an agreement for the sale of an estate at Bettws Gwerfl Goch, which agreement has been determined by the trustee as an unprofitable contract under the provisions of the 23rd section of the Bankruptcy Act 1869. The registrar to whom the application was made originally having adjourned the case for the opinion of the judge, it was argued before me at the last sitting of the court by Mr. Swetenham and Mr. Williams, and the principal point involved in it is one of some novelty and importance. The contract between Mr. Thomas Jones and the bankrupt, Hugh Morris, is contained in a memorandum of agreement made on the 7th Feb. 1874, between Mr. Francis Parmeter and Mr. William Owen Jones, as their respective agents, and this memorandum, after stating that the said Francis Parmeter agrees to sell, and the said William Owen Jones agrees to purchase, on behalf of the said parties, the estate in question for the sum of £2575, concludes as follows: "Abstract of title to be prepared at the vendor's expense, and the purchase to be completed on the 1st May 1874 next. Deposit at £10 per cent. paid this day." The usual condition that the deposit shall be forfeited if the purchaser fails to comply with the terms of the agreement, is not inserted in the memorandum. And this circumstance was strongly insisted upon by Mr. Swetenham as a conclusive reason in support of the application. The deposit amounting to £257 10s. was thus paid, and though the purchase was not completed as it should have been on the 1st May, possession of the property was given to Hugh Morris. In the month of August he absconded to America, and in consequence of his absconding he was afterwards made a bankrupt. At the first meeting of the creditors on the 3rd Oct., Mr. James was appointed trustee in the bankruptcy, and after attempting, as he was justified in doing, to sell the purchased property, he wrote to Mr. Thomas Jones on the 15th of that month, disclaiming it as an unprofitable contract, and requested him to return the deposit as being part of the bankrupt's estate. Mr. Jones not having complied with this request notice of the present application was given him on the 27th Oct. last, and it came before the Registrar early in the month following. Shortly afterwards Mr. Jones himself applied to the Registrar, and obtained an order on the 10th Nov., that the possession of the property should be delivered to him by the trustee. The sect. 23, under which the trustee has disclaimed this property, and Mr. Jones has recovered possession of it, enabled the court to make such order as to the possession as may be just. And, looking at the conduct of both parties, it seems to me that the court would be fully justified in entertaining the present application under the powers given to it by that section; but it is unnecessary to rely upon these provisions as the authority under the 72nd section is very ample, and no objection to the jurisdiction of the court was suggested by Mr. Williams. I am bound, therefore, to give my opinion on the question which has thus arisen, whether a deposit becomes forfeited by the failure of the purchaser to complete his contract where the agreement entered into is altogether silent on the subject. In *Temple v. Palmer* (19 Ad. & El. 508), the only case which was quoted by Mr. Swetenham, where £300 was paid as a deposit, and in part payment of the purchase money, and the agreement stipulated that if either party refused to complete the agreement, he should pay the other £1000 as liquidated damages, it was held that there was no other remedy, and, consequently, although the purchaser had made default, and the vendor might have sued for the penalty and recovered damages, yet as he had sold the estate to another, the purchaser was allowed to recover the deposit. The intention of the parties in that case was collected from the terms of their agreement, but the impression of the court, as is stated by Lord St. Leonards, evidently was that a deposit would not be forfeited by a breach of the contract on the part of the purchaser, unless there was a clause to that effect in the contract: (Vendors and Purchasers, 13th edit. Ch. 1, s. 2). The view thus favoured by the judges in *Temple v. Palmer* was adopted by the Court of Queen's Bench in the case of *Ochender v. Henley* (27 L. J. 361, Q. B.). The decision in that case is of the highest value, as it was given in a considered judgment delivered by Lord Campbell, who had been engaged as counsel in *Temple v.*

Palmer, and stated by him, when delivering it, to be in accordance with the opinion of Lord St. Leonards, whom he had consulted on the subject. It is true that the precise point which was decided in *Ochender v. Henley* is different from the present one, but the opinion of the court respecting such deposit appears to me to be clear, and I think myself, therefore, bound to follow it. I hold, therefore, that the trustee is entitled to succeed in his application, and that Mr. Thomas Jones must pay back the deposit which he has received; whatever injury Mr. Jones will have suffered in consequence of the trustee's disclaimer, under the 13th section he must be deemed a creditor of the bankrupt to the extent of such injury, and he may prove the same as a debt under the bankruptcy. I think that the extent of the injury will be most conveniently ascertained by the verdict of a jury, as there appears to be a great conflict of opinion between the gentlemen who have given evidence about the property; and as regards the costs which I am asked to determine, I think that all the costs of this application should be borne by the estate, but that the costs of the inquiry as to the extent of the injury, which I have already said had better be made before a jury, should be in the discretion of the judge who will hear the evidence, and can form an opinion of the fairness of it. It deserves to be considered whether any right of set-off under the 39th section can be exercised by Mr. Jones when proving as a creditor of the bankrupt to the extent of the injury he has suffered. The language of that section is considerably wider than that employed in previous Acts of Parliament, and I think that Mr. Jones should be permitted to raise this question, if he is advised to do so at the time of the inquiry, although nothing was said about it by Mr. Williams on the hearing of the present application—such a set-off seems to be equitable in principle, and I am inclined to believe that a claim to the benefit of it may be made successfully. Complete justice will be done if the order is made that the deposit shall be paid by Mr. Jones into court to remain there until the extent of the injury he has suffered is ascertained, and any right of set-off he may claim has been decided upon by the learned judge.

An order to that effect was drawn up.

LEGAL NEWS.

THE Maidenhead election petition has been withdrawn.

THE Liverpool Chamber of Commerce has passed a resolution in favour of a continuous assize for the town and district.

A PUBLIC PROSECUTOR.—The *Observer* says that the Government will introduce a Bill next Session for the appointment of a Public Prosecutor.

A PETITION has been lodged against the return of Mr. Praed, the newly-elected Conservative member for St. Ives. It is appointed to be heard before Mr. Justice Lush on Friday the 12th Feb.

In the case of *O'Byrne v. Hartington*, one of the actions arising out of the Phoenix Park riots of 1872, Baron Deasy has ordered a special case embodying all the evidence to be prepared for the Irish Court of Exchequer Chamber.

THERE are three candidates for the office of coroner for the Southern Division of the County of Hants, all solicitors, namely, Mr. Goble, Fareham; Mr. Harvey, Portsea; and Mr. Blake, Gosport.

THE REDE LECTURESHIP.—The Vice-Chancellor of Cambridge University gives notice to the members of the senate that he has appointed Sir Henry J. S. Maine, K.C.S.I., D.C.L., to the office of Sir Robert Rede's Lecturer for the ensuing year. Sir H. Maine will deliver a lecture in the Easter Term.

SITTINGS IN BANCO.—The Court of Queen's Bench will on Tuesday, the 2nd, and Wednesday, the 3rd of Feb., hold sittings, and will take the country new trials only. If the court is not able to sit on those days, or either of them, due notice will be given. The court will hold a sitting on Tuesday, the 16th Feb., for the purpose of giving judgments only.

PRIVATE BILLS IN PARLIAMENT.—Jan. 25, before the House of Commons examiners of petitions for private Bills on standing-order proofs, the standing orders were complied with in the following unopposed cases, viz.:—Portsmouth District Water, London and Saint Katharine Docks, Ely and Newmarket Railway, Metropolitan Central Markets (Smithfield), Boston and East Coast Railway and Pier, Market Rasen Water, Metropolitan Market and Foreign Cattle Market (Deptford), Wye Valley Railway, and the Birmingham and Staffordshire Gas. The North Leicestershire Railway Bill has been withdrawn. In the cases of the South-Eastern Railway Bill, and the Great Western Railway Bill, the standing orders will be reported not to have been complied with.

THE SCOTCH PATRONAGE ACT.—Eighteen petitions have, up to the present date, been presented to the sheriff of Perthshire, praying him to fix the amount of compensation payable for loss of patronage. Eight petitions have been presented by the Earl of Kinnoull, two by the Earl of Mansfield, two by General Richardson Robertson, and one each by Sir Thomas Moncrieffe, Mr. Smythe of Methven, Sir John Richardson of Pitfour, Lord Clinton, Mr. Mollison of Errol Park, and Mr. Allan Macpherson, Blairgowrie.

THE National Assembly of France has passed an Act for the protection of minor citizens engaged in "ambulant professions." Penalties from six months' to two years' imprisonment will be inflicted on the acrobat-employers of any child under sixteen years of age, be the employer parent or stranger. The Act also deals with the abettors in such cases, with the professional beggars, the padroni, &c., and in some instances the parents will be deprived of their "parental rights."—*School Board Chronicle*.

THE SPRING CIRCUITS.—The assizes in the Northern circuit have been arranged as follows (Judges, Mr. Baron Pollock and Mr. Baron Amplett):—Appleby, Monday, Feb. 15; Carlisle, Wednesday, Feb. 17; Newcastle, Monday, Feb. 22; Durham, Tuesday, March 2; Lancaster, Monday, March 8; Manchester, Friday, March 12; and Liverpool, Wednesday, March 24. The Western Circuit, the Lord Chief Baron and Mr. Justice Lush, has been fixed as follows: Winchester, Monday, March 1; Dorchester, Monday, March 8; Exeter, Friday, March 12; Bodmin, Friday, March 19; Taunton, Tuesday, March 23; Devizes, Monday, March 29; Bristol, Friday, April 2.

THE *Belgian Times* says the Tribunal de Justice at Mons was lately the scene of an affair which, though ending in no alarming results, was sufficient to render it uncomfortable for the judge and others present. A bankrupt was being examined as to the genuineness of his statement of accounts and the "procureur du roi" hinted that he had made away with some of his property. This so enraged the individual that he immediately drew a revolver from his pocket and took aim at the "procureur," who made a hasty flight, and then at the judge, who followed the example of the "procureur." In half a minute the whole court was cleared, the bankrupt followed the example of the others, and has not been heard of since.

THE following twenty-five borough, hundred, and manorial local courts still have jurisdiction for the recovery of debts. No proceedings were taken in those marked thus* during the year 1873: *Alston Greenwich Hospital Commissioners Court, Bristol Tolzey Court, *Clitheroe Borough Court of Pleas, Colchester Borough Foreign Court, Derby Borough Court, Exeter Provost Court, Ipswich Court of Small Pleas, Kingston-upon-Hull Court of Record, *Lancaster Borough Court, Liverpool Court of Passage, Newark Court of Record, Newcastle-upon-Tyne Burgess and Non-Burgess Courts, Northampton Court of Record, Norwich Guildhall Court, *Nottingham Borough Court, Oswestry Court of Record, Oxford Mayor's Court, Peterborough Court of Common Pleas, *Portsmouth Court of Record, Preston Borough Court of Pleas, Ramsey Court of Pleas, Southwark Court of Record, *Cambridge Chancellor's Court, Oxford Chancellor's Court.

THE IRISH LAND ACT.—Upwards of 570 claims under the Land Act were entered for trial at the Dungannon Sessions, which opened on Monday, before Sir F. W. Brady, Bart., Q.C. They were all from the Benburb estate of Lord Powerscourt. Some of them had been before the court at the last land sessions, and by consent, which was made a rule of court, Mr. John Wilson was appointed arbitrator to value the lands, which valuation would determine the rent. Lord Powerscourt objected to the valuation which had been come to, and the cases had thus to be brought into court. The cases excited a great amount of interest. One of the claims having been entered into, Sir F. Brady said he regretted that the adjournment had not resulted in a solution likely to be of a permanent character. When the application was made to him at the last sessions to have the consent recorded, he had very great doubt if he had power under the provisions of the Act of Parliament to do so; but as counsel for the landlord and the tenant both asked him, he did not like to throw any obstacle in the way of an amicable arrangement. It seemed to him that he had not jurisdiction to make an order fixing the rent, and this could only remain as a matter of private arrangement. He would say nothing as to the revaluation that had been made beyond this, that he was not surprised that Lord Powerscourt was desirous of having an investigation of it, considering that the value of the lands was in a great many cases altered very much. He found one holding, the present rent being £46, the Government valuation £43, and the new rent fixed at £44. In another the old rent is £41, the Govern-

ment valuation £34, and the new rent £35. Again, the present rent of a holding was £31, the Government valuation £24, and the new rent fixed was £27. Here was another instance, in which the old rent was £18, the Government valuation £15, and the rent £10. As he said, he was not surprised at the course Lord Powerscourt had adopted in asking for time to consider the valuation, especially as that valuation was made after a lapse of forty years, during which interval the value of the land must have largely increased. Therefore he considered there was no blame to be attached to Lord Powerscourt in having an investigation into the matter before he was bound by the valuation. With regard to the cases in which counsel had proposed a certain course, those affected by the consent, the court would make no order. The others should stand adjourned in the ordinary way till the next sessions.

THE NEW M.P. FOR DUBLIN UNIVERSITY.—Mr. James Gibson, Q.C., of Mountjoy-square South, Dublin, who has been returned to Parliament as M.P. for the University of Dublin, in the place of the Right Hon. John Thomas Ball, now Lord Chancellor of Ireland, is the eldest son of the late Mr. James Gibson, of Belfast, by Sarah, daughter of Mr. John Luke. He was born in the year 1804, and was educated at Trinity College, Dublin, where he took his B.A. degree in 1826, and proceeded M.A. in 1832. Called to the Bar in Trinity Term, 1828, he obtained the honour of a silk gown in 1869. He is Chairman of Quarter Sessions for the county of Donegal, a Commissioner of National Education, and a member of the Senate in Queen's University in Ireland. He was formerly Chairman of Quarter Sessions for the Queen's County. Mr. Gibson is not wholly new to Parliamentary life, having been returned for Belfast as a Liberal at the General Election of 1837, though unseated on petition early in the following year. He is the twenty-sixth new member returned to the House of Commons since the General Election of February last.

SANITARY LEGISLATION.—The *Manchester Guardian's* London correspondent writes:—I announced some time ago that the Government would probably bring in a Bill for consolidating the Sanitary Acts, and I now have a confirmation of that anticipation. Those Acts are in number about thirty, and to harmoniously incorporate in one statute their various and too frequently conflicting provisions is no slight undertaking. Fortunately, in the present case, much of the ground has been cleared and made ready for the contemplated measure. The Public Health Act 1872; the Sanitary Law Amendment Act 1872; and the digest of the Sanitary Acts appended to the report of the Royal Sanitary Commission, and which formed the basis of the digest given to the public when Mr. Stansfeld ruled at Whitehall, have each helped to pave the way for comprehensive legislation. I am assured that there will be no attempt under cover of consolidation to alter or to extend the sanitary law; the draftsman's duty will be restricted to what I may call the verbal mechanics of law making. In that sphere he will have ample scope for dialectic skill and prescience. I hear also that a Bill for enabling sanitary authorities to purchase gas-works; for extended powers of water-supply without being put to the trouble and expense of obtaining special local Acts, and another for extending the provisions of the Nuisances Removal Acts to nuisances not now within their scope, will be laid on the table by the responsible Minister. The Consolidation Bill will be brought in first, and when the two bills just alluded to have gone through committee the Government will propose to re-commit the Consolidated Bill for the purpose of merging the other Bills in it. By this procedure the House will have the opportunity of fully considering the new matter before it becomes absorbed in the Consolidation Bill. The latter document is spoken of as probably containing three or four hundred clauses, and therefore beyond the power of the House to discuss in detail. The threshing out and winnowing might be handed over to a select committee.

THE PRESERVATION OF THE JURISDICTION OF THE HOUSE OF LORDS.—The following is a list of the members of the Committee for Preserving the Jurisdiction of the House of Lords as a Court of Final Appeal for the United Kingdom:—Sir John Dugdale Astley, Bart., M.P.; Sir William Bagge, Bart., M.P.; Edward Bates, Esq., M.P.; the Right Hon. the Earl of Bective, M.P.; J. P. Benjamin, Esq., Q.C.; Sir George Bowyer, Bart., D.C.L., M.P.; Isaac Butt, Esq., Q.C., M.P.; William Romaine Callender, Esq., M.P.; Frederick Calvert, Esq., Q.C.; Montagu Chambers, Esq., Q.C.; William Thomas Charley, Esq., D.C.L., M.P.; Arthur Cohen, Esq., Q.C.; William Edward Dowdeswell, Esq., M.P.; Colonel Richard Dyott, M.P.; the Right Hon. Lord Gormanston; the Right Hon. the Marquis of Hamilton, M.P.; William Housman Higgin, Esq., Q.C.; Joseph Napier Higgins, Esq., Q.C.; William Nicolson Hodgson, Esq., M.P.; the Right Hon. Lord Houghton; Sir George Jenkinson, Bart., M.P.; Sir John Kennaway, Bart., M.P.; Thomas

Knowles, Esq., M.P.; Henry Charles Lopes, Esq., Q.C., M.P.; J. Fraser Macquene, Esq., Q.C.; Henry Matthews, Esq., Q.C.; Edward Leigh Pemberton, Esq., M.P.; the Right Hon. Lord Penzance; the Right Hon. Earl Powis; Mr. Serjeant B. Coulson Robinson; Thomas Salt, Esq., M.P.; Mr. Serjeant Frederick Lowten Spinks, M.P.; John Piers Chamberlin Starkie, Esq., M.P.; the Right Hon. Sir John Stuart; Phillip Twells, Esq., M.P.; Samuel Banks Waddy, Esq., Q.C., M.P.; Robert Griffith Williams, Esq., Q.C.; Watkin Williams, Esq., Q.C., M.P.; the Right Hon. James Stuart Wortley, Q.C.; Sir Edmund Beckett, Bart., Q.C.; John Chas. Day, Esq., Q.C.; Chas. Springel Greaves, Esq., Q.C.; Alex. Stavelly Hill, Esq., Q.C., M.P.; Morgan Howard, Esq., Q.C.; John Robert Kenyon, Esq., Q.C.; Morgan Lloyd, Esq., Q.C., M.P.; John Patrick Murphy, Esq., Q.C.; the Hon. Alfred H. Thesiger, Q.C.; Alfred Wills, Esq., Q.C.; Henry Thomas Cole, Esq., Q.C., M.P.; Hardinge Giffard, Esq., Q.C.;—Kingdon, Esq., Q.C.; Sir Thomas Gladstone, Bart., of Fasque; John Shapter, Esq., Q.C.; with power to add to their number. Copies of a memorial prepared by the committee, and addressed to the Lord Chancellor, lie for signature at Sir George Bowyer's chambers, 13, King's Bench-walk, Temple; and at 16, St. James's-place, S.W.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it

UNAUTHORISED PRACTITIONERS.—Referring to the central paragraph on page 212 of the *LAW TIMES* of the 23rd. Jan., containing information conveyed by "A Country Solicitor" as to a complaint against a non-professional man for transacting legal business and charging for it, I fear there are many persons through the country carrying on similar practices in places not within the area of any law association, and it would be doing a service to the Profession if you or some of your correspondents would point out the best course to be adopted to put such unqualified invaders of the Profession down. But has the Profession any remedy, or is there anything of a penal character to prevent a non-professional person from transacting and charging for most of the items of business enumerated by "A Country Solicitor," viz., preparing wills, taking executors or administrators to district registry to take out Probate or administration; preparing residuary and succession accounts; and winding-up a testator's or intestate's estate (except sale of real estate, preparing releases and similar business usually conducted by solicitors, only arising thereout); preparing agreements for letting of farms (if underhand only); arranging loans on promissory notes and deposit of deeds; or even preparing agreements (if underhand only) for sale and purchase of freehold or copyhold property? As to preparing leases of farms or other property, and arranging loans on bond and charge of any interest in freehold property, which may be considered as in the nature of a deed, there can be no doubt, I apprehend, that such last-named transactions are penal infringements upon the privileges of the Profession, and I, in common with many others, shall be glad to learn that the former class are so, and what remedial course is open against persons who are guilty of such infringements. There appears to be much uncertainty prevailing in the Profession as to what acts are, or are not, infringements against which they are protected, and it would be well if the point could be set at rest by some competent authority.

A COUNTRY SUBSCRIBER.

COMMISSIONS FOR OATHS IN THE QUEEN'S BENCH.—In July 1873, I applied for a commission to take affidavits in the Queen's Bench. The necessary fees were paid on 25th Oct. 1873. Can you inform me the reason of the delay?

THOS. SLANEY.

[This is the third complaint of the kind which has reached us within the last fortnight, and inasmuch as similar ones have reached us for a considerable time past, we imagine that some irregularity exists of which the judges of the court are not aware.—ED. SOLS. DEPT.]

AGENTS IN COUNTY COURTS.—Permit me to call the attention of your readers to another illustration of the way in which some County Court judges discourage a "bar" by encouraging agents. At the Bow County Court there is a written notice that agents practising there must sign a book at the court, and that no fresh agents can do so except by leave of the judge on production of testimonials. Here we have a roll for agents, and a recognised status is conferred on

them as practitioners in the court, although the law subjects them to penalties if they act as attorneys! What next? Can anyone wonder that agents swarm at our County Courts?

JUSTITIA.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

94. COMMISSION TO EXAMINE WITNESSES—PRACTICE.—A solicitor brings an action to recover an amount due to him for having performed a journey abroad under a written agreement. The defendant obtains an order for a commission to examine witnesses in a colony. In settling the terms of the long order, plaintiff's attorney suggests a clause to entitle the plaintiff to the same costs for proceeding on the commission on his own behalf to cross-examine witnesses as if he were to employ another attorney in his stead. Defendant objects to this clause, and on reference to the Master it is disallowed. I shall be glad to know whether this is not contrary to the practice of the courts with regard to the costs of the plaintiff's attorney. I have always understood that a plaintiff's attorney is entitled, on bringing a successful action, to the same costs as though he were conducting the case on behalf of a client, saving only the costs of instructions; and in this case it appears to me a hardship that the plaintiff, who is certainly the most fit person to proceed on the commission, should be precluded from doing so, or else obliged to employ an agent in his stead. Perhaps some of your correspondents will favour me with their opinions.

C. B. A.

95. FINAL EXAMINATION.—Will some of your readers kindly inform me which is the earliest term I may go up for my final examination? My articles will expire on the 18th October, 1876. Also, what notice is required to be given previous to my going in for the same?

AN ARTICLED CLERK.

96. POOR RATE ASSESSMENT.—Not very long ago an action was brought against some bill posters in London for the poor rates relating to empty houses which they had taken and covered with bills, and for which they paid a weekly rent. I shall be glad if you or any of your readers would inform me where the action took place, and where it is reported?

AN ARTICLED CLERK.

97. MARRIED WOMAN—HUSBAND AND LUNATIC.—A married woman, whose husband is a hopeless lunatic in a county asylum, but not found so by inquisition, wishes to sue a person, who is a debtor to an estate of which letters of administration have been granted to her. Can she successfully sue without her husband's consent; if not, what course is to be adopted, and would her sole receipt be a valid discharge for moneys paid to her as such administratrix.

Answers.

(Q. 80.) **APPORTIONMENT OF TITHES.**—The half-year's tithes rentcharge is clearly payable for the past half year, and not in advance for the coming one: (see 6 & 7 Will. 4, c. 71, s. 67; 1 Vict. c. 69, s. 11; 2 & 3 Vict. c. 62, s. 10; and 3 Vict. c. 15, s. 1, the language of which leaves no doubt on the subject.) If, by the terms of holding, the outgoing tenant is liable for the rentcharge up to the day of the determination of his tenancy, then, as the tithes rentcharge is one of the payments which 33 & 34 Vict. c. 35 enacts shall accrue from day to day, it would appear that the case put in this query will come within the meaning of section 4 of 14 & 15 Vict. c. 25.

C. H.

LAW SOCIETIES.

BIRMINGHAM LAW SOCIETY.

The annual meeting of the members of the Birmingham Law Society was held at the Queen's Hotel, on Wednesday, the 20th inst., Mr. G. J. Johnson (president) occupied the chair, and amongst those present were Messrs. A. Ryland, W. Evans, W. E. Wills, C. E. Matthews, C. T. Saunders, J. Marigold, J. S. Canning, J. Jelf, S. J. Mitchell, Martineau, Carslake, Harden, Clarke, &c., T. Horton, hon. sec. The annual report of the committee, was as follows:

Officers and Constitution of the Society.

Your committee at their first meeting elected as officers of the society for the year—Mr. Arthur Ryland, president; Mr. W. S. Allen, vice-president; and Mr. Thomas Horton, honorary secretary and treasurer. To enable your president for the time being to be nominated under the new charter, an Extraordinary Member of the Council of the Incorporated Law Society, Mr. Ryland, who is an elected member of such council, tendered in August last his resignation of the office of president. While accepting such resignation for the reason mentioned, the other members of your committee recorded on their minutes and also desire here to record their appreciation of the motive which led to the resignation, and an acknowledgment of the long-continued, earnest, and valuable

services of Mr. Ryland in the work of the society. Mr. G. J. Johnson was unanimously elected to the office resigned by Mr. Ryland, and he was shortly afterwards named and has since taken his seat as an Extraordinary Member of the Council of the Incorporated Society. The members of your society at this date number 159, and your committee mention with regret the loss by death during the past year of your former president, Mr. J. W. Whateley, and of your former vice-president, Mr. T. S. James; as also of Mr. B. Soars.

Finance.

The treasurer's account for the year, showing a small balance in favour of the society, is appended to this report. Your committee record with great satisfaction the success of the movement initiated at the last annual meeting for paying off by a subscription the society's indebtedness—a movement which resulted in donations to the amount of £823 4s. 0d., with which your committee were enabled to discharge all their liabilities, and the current income has been rendered available for the purposes of the society. The liberal donations made, and of which a list accompanies this report, your committee regard as an approval on the part of their constituents of the policy (adverted to in former reports) which led to the incurring the liabilities mentioned.

Library.

Your committee report the addition to the library during the year, by donations and purchase, of about 300 volumes. Among the additions by purchase may be mentioned a series of the Statutes at Large, from 7 Anne (1708) to 38 Geo. 3 (1797), containing *in extenso* the Local Acts, of which the titles only are given in other editions; several volumes of valuable Parliamentary papers, and the principal legal works published during the year. Among the donations may be mentioned one of a collection of legal works, from Mr. R. H. Sadler, of Sutton Coldfield, from the libraries of his late father and grandfather. An arrangement has been made for the furnishing, for the convenience of members, of the Chancery Term and sitting papers, and of the daily cause lists on the morning of publication, all of which will be found posted in the library. It is hoped that a similar arrangement may be made for the supply of the Common Law Term papers and daily cause lists.

Acquisition of Buildings for Library and Legal Purposes.

In the report to the annual meeting in January 1873, our predecessors suggested for consideration whether the time had not arrived when the profession practising in Birmingham should acquire property in the town, in which the library (stated to have outgrown its then and present place of deposit) could be accommodated, and another series of rooms provided, adapted to the purposes of arbitrations, meetings of creditors, auction sales, &c. The acquisition of further library accommodation has, in the opinion of your committee, now become an absolute necessity. Your honorary secretary has been obliged, for want of room at the library, to store many of the recent purchases at his own office, and the desirability of providing suitable rooms for arbitrations, meetings of creditors, and auction sales, in lieu of resorting to ill-provided and inconvenient rooms at hotels, or the confined accommodation of private offices, will be generally acquiesced in. Such accommodation has long been provided in other towns, with success pecuniary and otherwise, and your committee are sanguine that the same result would be attained here. This subject will be specially brought under your notice at the meeting.

Preliminary Examination.

During the year four examinations have been held in Birmingham, and Mr. C. T. Saunders has supplied the following statistics of the result:—Candidates, 55; passed, 47; postponed, 2; absent, 6.

Legal Education and Law Lectures.

Your committee have not in the past year lost sight of this important subject, though they have not found it practicable to take any definite action with reference thereto. The views expressed in the report to the annual meeting last year upon the subject of lectures have been confirmed by the experience of Liverpool. Lectures established there under the most favourable conditions, and with lecturers of unquestionable pre-eminence, have, we learn from the last report of the Liverpool Law Society, had to be abandoned, the numbers of students falling from 101 in the year 1871, to 28 in the year 1874.

The Bill of Lord Selborne for establishing a general school of law, introduced into the House of Lords last session, and in the main principles of which your committee fully concur, will, should it succeed in passing the Legislature, remove many difficulties now hindering the adoption of a better and more thorough system of legal educa-

tion, so imperatively required for both branches of the Profession.

Gold Medal Prize.

The Incorporated Law Society, after the holding of the annual meeting last year, certified to your committee that of the Birmingham law students examined in the year 1874, Mr. R. A. Pinsent, a prizeman at the examination in Easter Term 1873, and who was articulated to your former Vice-President, the late Mr. T. S. James, was entitled to the honorary distinction of your society's gold medal for the year 1873, and your committee had much pleasure in awarding and presenting the medal to Mr. Pinsent.

Your committee have also received from the Incorporated Law Society a certificate that of the Birmingham Law Students examined in the year 1874, Mr. Thomas Fisher, jun., a prizeman at the examination in Trinity Term last, and who was articulated to your former President, Mr. Ryland, was entitled to the honorary distinction of your society's gold medal for the year 1873, and your committee have had much pleasure in awarding the medal to Mr. Fisher. The presentation will be made to Mr. Fisher at this meeting.

Bankruptcy Act 1869.

Your committee have noticed with much pleasure the appointment, by the Lord Chancellor, of a well-constituted committee, to consider, "whether, having regard to the experience now obtained of the working of the Bankruptcy Act 1869, any and what changes, either through the medium of legislation or orders, might be advantageously made in the details of the present system."

This action of the Lord Chancellor will, it is hoped, lead to such alterations in the working details of the Act as may remove in some measure the general, and, as your committee believe, the well-founded, dissatisfaction felt with reference to the present administration of the law of bankruptcy.

Judicature Act 1873—District Registries—Assize District for Birmingham.

As this important Act would, but for the subsequent suspensory enactment, have come into force in November last, your committee thought a favourable opportunity offered for bringing under the notice of the Lord Chancellor the desirability of forming, under sect. 60 of the Act, a district registry in Birmingham, and also of urging the expediency of creating an assize district for the trial of both civil and criminal cases, of which Birmingham should form the centre. A deputation from your committee, which the Chancellor had consented to receive, attended in London on the 24th July last, when his Lordship gave an attentive consideration to as well the representations on the subject made by Mr. Ryland as your president, as to the facts set forth in a statement prepared for the information of his Lordship, explaining fully the views of your committee. In reply to the deputation his Lordship stated that Birmingham was one of the places in which a district registry would be established, but as an intimation had been made in Parliament that day that the operation of the Act would be suspended, nothing would be done therein for another year. The Chancellor also stated that he understood the question of a civil assize at Birmingham had been considered by the judges, who were favourably disposed to the proposition, but in consequence of there not being any courts or other accommodation necessary for the holding of an assize, nothing more than an opinion could be expressed. With respect to the larger question of creating an assize district, with Birmingham as the centre, his Lordship stated that the proposition was one which, having reference to other interests, would require careful consideration, and therefore he must not be taken to have expressed any opinion.

The Town Clerk has furnished your committee with a copy of a memorial subsequently sent by the corporation of Birmingham to the Secretary of State for the Home Department, praying the formation of an assize district for civil and criminal cases, with Birmingham as its centre, and the correspondence with the Home Office thereon, the result appearing to be that on proper courts and judges' lodgings being provided, the Government would (so far as it was in their power to do so) arrange that Birmingham should be made an assize town; but that the proposal for the formation of an assize district, with Birmingham as its centre, was one that could be carried into effect only by an Act of Parliament, and could not be the subject of any pledge by the Executive.

Your committee are convinced that the creation of the suggested assize district, with Birmingham as its centre, is essential to the due administration of justice in this district, and that were the necessary courts provided by the Town Council the concession of the assize district must, from its self-evident necessity, be at no distant date accorded. The financial question arising upon the borough now providing courts, which would hereafter be

adopted and used for a more extended area, might, we feel sure, be provided for on the creation of the district, and a proper portion of the burthen recouped to the borough from the outside area.

The Lord Chancellor's Land Bills.

As soon as the three Bills introduced into the House of Lords by the Lord Chancellor—viz., the Land Titles and Transfer Bill, the Limitation Bill, and the Vendor and Purchaser Bill—were printed, your committee appointed a sub-committee to report upon them, and to place themselves in communication with the Incorporated Law Society and the various provincial Law Societies. With reference to the Land Titles and Transfer Bill, the Incorporated Law Society as well as the provincial law societies were unanimous in opinion that registration should not be made compulsory until experience had proved that it was beneficial, on account of the increased cost in all the smaller transactions. The provincial societies were likewise unanimous in opinion that if registration were compulsory, very numerous district registries were essential. The Chancellor so far yielded to the representations made to him as to except transactions under £300 from the compulsory clauses of the Bill, and in that state the Bill passed the Lords. It was read a second time in the Commons on 7th July, and, from the pressure of other public business, was then withdrawn. Unfortunately, however, the two other Bills—viz., the Limitation Act and the Vendors and Purchasers Act—were, contrary to all expectation, proceeded with, and hurriedly passed at the end of the session. Your committee say unfortunately, because, although entirely approving of the principle of both, very serious defects have been already discovered in each of them, especially in the Vendors and Purchasers Act. Finding the Vendors and Purchasers Bill to have passed to have passed the Legislature, your committee had to consider how far its provisions rendered it desirable to modify or omit some of your common form conditions of sale, and it appeared to us that in the clauses common to both the conditions and the Act, the provisions of your conditions were more complete and certain than the corresponding clauses in the Act. Being anxious, however, to take advantage of the benefits (if any) of the Act, your committee laid a case before Mr. William Barber, of Lincoln's-inn, (who settled your conditions in the first instance), and he advises that no attempt should at present be made to alter them, on the ground that the Act must be materially amended before it can be safely relied upon to accomplish its intended objects.

In case of the reintroduction of the Land Transfer Bill in the ensuing session, your committee propose to urge the same modifications as in the last session. Your committee are as anxious as the advocates of registration are to promote simplicity of title to, and economy in, the transfer of land, but are well assured that no such scheme as that proposed last session will be either simple or economical in the smaller and more numerous transactions. Your committee have had under consideration the paper read by the president of your society at the provincial meeting, at Leeds, of the Incorporated Law Society, on the question whether it is not possible to have certified titles unencumbered by the complex machinery of a registration of all subsequent transfers (of which paper a copy has been sent to each member of your society). A conveyancing barrister has volunteered to put that scheme in the shape of a Bill for the consideration of the Incorporated Law Society and the Profession generally, if your society will undertake the printing and circulation of it; and, with your concurrence, it is proposed to accept the offer.

Mortgages of Trade Fixtures.

The unsatisfactory state of the law upon this subject, under the unexpected decisions of *Hawtre v. Butlin* (L. Rep. 8 Q. B. 29), and *Ex parte Daglish, re Wilde* (L. Rep. 8 Ch. 1072), engaged the earnest attention of your committee. If those decisions had not been modified by the subsequent case of *Ex parte Barclay* (9 L. Rep. Ch. 576), the effect would have been to reduce the value of leasehold manufacturing properties, not merely to the value of the buildings only, but to the value of such buildings when stripped of the machinery and fixtures, by the adverse proceedings of execution creditors or trustees in bankruptcy. As it is, the validity of these securities depends upon the insertion or omission of a power to sell machinery and fixtures separately, which, under the law as it was understood to be before the decision in *Hawtre v. Butlin*, was a matter of no importance. It was not surprising, therefore, that in the last session three Bills were introduced into Parliament—one by the Incorporated Law Society, to render valid all past mortgages; and others by the Manchester Law Society, and Mr. Lopes, Q.C., not only dealing with past transactions, but also laying down new statutory rules for the future. Your committee were, and are, strongly of opinion that the only satisfactory mode of dealing with

the question is to restore the law to the state in which it was supposed to be before the recent decisions; and they were gratified to find that no one of the three Bills became law. The Manchester Chamber of Commerce have signified their intention of introducing a new Bill next session, and we hope to secure the co-operation of the Birmingham Chamber of Commerce in support of our views, which are of the greatest importance to the prosperity of Birmingham, where leasehold tenure is more general than in any other town of the same magnitude.

Retirement of Members of Committee.

Under the Articles of Association, seven members of your committee, viz., Messrs. H. Addenbroke, T. Browett, B. Chesshire, W. Evans, W. S. Harding, T. Horton, and R. H. Milward, retire from office at this meeting. Messrs. Addenbroke, Browett, Evans, and Horton alone are eligible for re-election.

The Chairman, in moving the adoption of the report and statement of accounts, expressed, on behalf of the committee, thanks to the gentlemen who had given such liberal donations to the funds for clearing off the debt under which the society laboured. The committee took it as an emphatic vote of confidence in them, and an approval of their exertions to extend the library. The Chairman then went on to minutely explain the various legal matters referred to in the report.

Mr. A. Ryland seconded the motion, and in so doing alluded to the need which existed for a new library and rooms for the use of the society. He said he should be much disappointed if before their next meeting they had not a building of their own, or at least if steps had not been taken with the view of bringing about so desirable an end. (Hear, hear.)

Mr. S. J. Mitchell supported the motion, and referred to the urgent need there was for Birmingham being constituted the centre of an assize district.

The motion was carried.

The Chairman next presented the society's gold medal to Mr. Fisher.

A vote of thanks having been passed to the retiring auditors, and Messrs. G. Page and J. B. Carlisle elected to the office for the ensuing year.

Mr. William Evans moved, "That it be an instruction to the committee to take into consideration the subject of the acquisition of buildings for the library and legal purposes, and to associate with themselves any other members they think fit."

This was seconded by Mr. C. E. Mathews, and carried.

Votes of thanks having been passed to Messrs. Marshall (Leeds) and Jeavons (Liverpool) for their services as hon. secretaries of the Associated Provincial Law Society in reference to the Land Transfer Bill of last session, and to Mr. Thomas Horton, the hon. secretary, it was resolved, on the motion of Mr. Clarke, seconded by Mr. T. G. Lee, "That this meeting is of opinion that all rules and practices requiring service of bankruptcy process or summonses by the bailiff of the court are attended with great inconvenience."

The vacancies on the committee were again filled, and a vote of thanks to the president concluded the proceedings.

THE LAW AMENDMENT SOCIETY.

SOCIETIES FOR THE AMENDMENT OF AND INSTRUCTION IN LAW.

On Monday evening last a meeting of the Law Amendment Society was held at the rooms of the Social Science Association, Adelphi, under the presidency of Mr. Hinde Palmer, Q.C., when Mr. Thomas Webster, Q.C., read a lengthy paper on "Societies and Associations for the Amendment and Codification of and Instruction in Law, with suggestions as to their Co-operation."

Mr. PALMER expressed regret that the Hon. Baron Amphlett was unable, owing to an attack of rheumatism, to preside over the meeting, as had been announced.

Mr. WEBSTER said: Several societies and associations are in existence having, amongst others, as common objects, the ascertaining the law, its amendment and reform, its digest, and its codification; the extinction of the conflict of law, and the establishment of a school of law, in which instruction in law may be afforded to all who may be anxious of receiving it, without reference to any ulterior object in obtaining such instruction. My object now is to call attention to the effect which may be produced by consolidation and co-operation of existing agencies. Much as has been said and written on the objects enumerated above, it appears to me that the bearing of general and systematic legal instruction and education upon them has not been adequately considered." The Law Amendment Society (Mr. Webster said) had, during upwards of thirty years, borne a conspicuous part in the progress of law reform and legal education. The Juridical Society appeared rather to have for

its object the ascertaining and declaring the present state of the law rather than what it ought to be; the two were necessarily connected, but the former would seem to be the function of the judiciary, and the latter of the legislative. Amongst societies directed more to educational purposes were the Inns of Court, the Incorporated Law Society, and the Legal Education Association, recently formed under the presidency of Lord Selborne, for the establishment of a legal university or general school of law; of most recent origin was the Association for the Reform and Codification of the Law of Nations, which had grown out of the union of the Law Amendment and Social Science Associations. The result of the efforts of the Law Amendment Society had been to call attention to the conflict of laws between English-speaking nations, and to the importance of the efforts for the assimilation of the law practices and procedure of nations. One effect of the success attendant on law reform was to engender a spirit of "rest and be thankful;" hence the services of the Law Amendment Society had hitherto been almost exclusively devoted to the prevention of bad and to the promotion of good legislation, and had extinguished many of the cherished objects of its first promoters. There was, however, much to be done in the same direction. But the great feature of law reform for the future was the assimilation of law, and the extinction of the conflict of the laws of nations. He regretted that the many able papers read before the Juridical and the Law Amendment Societies were not before the public in a readily-accessible form, and expressed the hope that one result of the co-operation then suggested would be the publication of all such papers as had more than a transient interest. The success of the Council of Law Reporting might well encourage such an attempt. He could see no reason why there should not be a hearty co-operation between those several societies and associations with others having cognate objects—why there should not hereafter be established a legal union, whereby such co-operation might be directed. Mr. Webster then called attention to the opinions of Lord Brougham and Lord Penzance on the above questions, and said that the sentiment expressed by the latter "that whatever is contrary to common sense and national justice ought also to be contrary to law," might serve as a guide to those who might be treading in the steps of their predecessors in law reform. It should be borne in mind that the spring and root of law reform was laid in public opinion, and had been moulded into shape by the unpaid services of lawyers, men skilled in the mysteries of the law and nurtured in its most cherished anomalies had been found ready to turn their skill to their amendment or removal. That spirit still existed, and only required the aid of co-operation for its development. A copious extract from the address of Mr. Joseph Brown, Q.C., with reference to the practical proceeding towards digest and co-operation was then given by Mr. Webster, who also quoted at some length, from Lord Moncrieff's remarks at the Social Science Congress at Glasgow, on the question of law amendment. The first steps to the assimilation of the laws of nations, the speaker said, were: 1. The assimilation of the laws of the United Kingdom; 2. The assimilation of the laws of English-speaking nations; 3. The assimilation of the law in respect of subjects having no nationality, as property in incorporeal labour, bills of exchange, mercantile contracts—having regard to the distinction between real and personal property which prevailed in all European jurisprudence; and 4. A school of law, in which the teaching should be such as to leave as little as possible to be untaught. Law reform and legal education had until recently been dissevered, or at all events little connected. In some of the recent discussions on legal education it had, however, been boldly asserted that much of the confusion and perplexity which pervaded legislation might be fairly attributed to the want of a systematic teaching and study of the law, and to the absence of the well-regulated training which might be afforded in and by a well-constituted law school. The existence of such a school would be an essential security for the progress of law reform. But in England all the lawyers were practitioners, and there was no school of law, and therefore no science of law, and no established system of teaching. The credit of dealing boldly with technical instruction in law should be awarded to the Incorporated Law Society. Legal educational reformers (Mr. Webster said) attached the greatest importance to the establishment of a common system of instruction and teaching for both branches of the profession. There was a want of appreciation on the three distinct modes of instruction: 1, lectures; 2, classes; and 3, private teaching. Each had its uses, and was essential to the complete system. After quoting various opinions as to the desirability of the establishment of a university or school of law, the author said that the only way of ever bringing about in a satisfactory manner the fusion of law and equity was by means of the common educa-

tion of English lawyers in the general principles of jurisprudence—by means of an education, in fact adapted, to the particular end of accomplishing such a fusion, as well as the initiation of a more scientific jurisprudence than had yet been known in this country. He believed that this was the only country in the world where a man was permitted to practice one branch of law being totally ignorant of any other. That anomaly would be wiped away by the establishment of a law university, which would provide a common course of study for all its students during a certain and sufficient period of their pupilage. On the supposition that universities could be made available for the purposes of legal instruction, Mr. Webster gave the following extract from Mr. Napier Higgins, Q.C., as enunciating principles well adapted to present circumstances, although requiring detailed modification: "I mean to say that a law university might be constituted which would provide for the legal education, not only of the different classes of extra professional persons and colonial functionaries, but also of barristers and attorneys; and that the education of them altogether in the same university would be attended with the best results to all. I propose, then, shortly, that the four Inns of Court and the Incorporated Law Society should be constituted a law university. That there should be a matriculation common to all students; and that for a given period, according to the analogy of both English and foreign universities, the course of study should be the same for all. At the end of such period I would suggest that either the same university or the Inns of Court, retaining their present special functions, should undertake the special education and the duty of selection of candidates for the bar. In the same way, after such period of study common to all the students of the university, let the university or the Incorporated Society discharge the special functions now assigned to the latter body. Let the university itself have within its particular province the various extra-professional classes of persons, and also the peculiar subjects to which I have referred. A student intending to become a barrister might enter the university and some inn of court at the same time; and so articulated clerks to attorneys might enter the university and the Incorporated Law Society together. The Inns of Court and Law Institution would thus still retain their privileges, and each would continue to have its speciality. The only difference would be, that no one could become a barrister or attorney who had not matriculated at the University, and passed a subsequent examination there. The advantages which I think would arise from such an institution are: 1. It would be extremely useful that every person intended for the practice or the administration of the law should, before entering upon the study of the special branch for which he was intended, devote a sufficient time to the study of the general principles which are common to every department of jurisprudence. 2. One of the most immediate beneficial results would be the breaking down of the present arbitrary and artificial distinctions of English law, which have been maintained hitherto mainly by the fact that in no one generation of lawyers are there any appreciable number of persons who are completely conversant with the doctrines of equity on the one hand and the rules of law on the other. 3. It would greatly tend to facilitate the process and improve the manner—what Jeremy Bentham called the mechanics—of legislation, by informing the minds of the class from which our legislators come, in the principles of legislation and jurisprudence. 4. It would improve the quality, in all respects where a knowledge of law was requisite or desirable, of our diplomatists, consular agents, rural magistracy, and a considerable body of civil servants. 5. It would tend to elevate the social position and the professional qualifications of attorneys." Some reference having been made by Mr. Webster to the successful establishment of law reporting.

Prof. Sheldon Amos opened the discussion, and in the course of his remarks said that the better class of young men studying law were in want of a special object towards which they might direct their studies and ambition. The instructors who could furnish those young men with some object to which they could readily devote themselves would find some valuable material at their hands. The object which he would suggest was law reform. At a debating society the members often threw out some useful information; but debating societies at present had not a sufficiently practical purpose in view to make them sufficiently stimulating. If the members of a law debating society could be induced to meet and discuss the real subject upon which they were likely to be engaged, a great deal of force would be gained which was now practically wasted, and which was seeking employment. The Law Amendment Society was practically amalgamated with the Social Science Association, and interested itself chiefly in advocating changes in law from their political side rather than from their strictly legal side. If the fr-

of that society would make a fresh spring, and invite young men just going into practice to join it, in order to direct their attention not merely to broad measures of reform, but to subjects which were perhaps less attractive, except to the profession, the society would become exceedingly popular, and it would be carrying on legal reform in an effective manner. (Hear, hear.)

Mr Edgar considered that the combination of the Law Amendment Society and the Juridical Society was not practicable. The two bodies were not homogeneous. The Juridical Society was composed almost entirely of members of the profession, whilst the other society comprised a large number of laymen. The objects of the two societies were different. The Juridical had to consider the state of the law, and the Law Amendment what the law ought to be. After experience of a previous attempt to combine the two societies, he certainly should not advise another attempt. Again, with respect to legal education, there was a great difference between the two societies. The members of the Juridical were associated together to advance a peculiar mode of legal education, to which the other society had never given its consent. The idea contained in the paper, of various societies combining together to attain great and good objects, met with his support, but he could not say that he thought any practical result would come out of the propositions of Mr Webster.

Mr Hunter referred to the mode of teaching in England, and said that the only examples of teaching familiar to men at the bar was the teaching at the Universities, which was in the hands of private individuals. It was neither a good nor an efficient system. He advocated teaching by lectures, and said he thought that Englishmen did not sufficiently appreciate the advantages to be obtained from lectures. As good medical men came from Edinburgh as from any place, and the medical education there had always been imparted through the medium of lectures.

Mr Charles Clark, having manifested some disappointment with regard to the paper, expressed the belief that it was mainly owing to himself that the union between the Juridical Society and the Law Amendment Society had been prevented. He did not think their union was desirable, as their objects were different. The object of the former was that it should take the law as it stood, explain it as it stood, and show the principles upon which it should be amended. It did not work, as did the Law Amendment Society, in laying down the precise instances of amendment. He considered that Professor Amos had behaved very ill to the Juridical Society in not contributing papers that would have continued its existence. The speaker entirely agreed with Mr Webster as to the benefits that would arise from a wide-spread system of education.

Mr. Jenckens said that the efforts of the various legal societies in London were very weak, and they led a very feeble existence for want of some union amongst them. He argued in favour of an assimilation of the laws of nations, and spoke of the inconvenience arising from the existence of different customs in different countries, especially with regard to days of grace. There should be but one period for days of grace, as certain grave questions were therein involved. It was not beyond the power of any body of men who chose to give their attention to it, to sit down and frame rules to amend the evils of which the commercial community so greatly complained. On the question of codification he would say that in a free country like England codification was almost impossible. Where there was a great despotic power it could be easily effected; but in England, or in any free country, it was impossible without trenching upon the rights of the people. He believed, however, that there might be a consolidation of the statutes. And there might be a digest of cases instead of an enormous library, and that digest could be amended every five or ten years. There might also be—and he hoped the Judicature Act would give it—a code of procedure, instead of having six or seven forms of procedure and books of practice upon law; and it would be a great advantage if there was one common form of procedure, in order that the lawyer should not be teased and worried as at present.

Mr. C. W. Ryalls, LL.D., also spoke with reference to the codification of international law, but said that he believed a difficulty would arise when a practical solution of the question was attempted. It was certainly very desirable if it could be effected.

Mr. Howell considered that the value of the assimilation of the law of nations seemed to be overrated. There had been an endeavour to assimilate the law of bankruptcy between England and Scotland, and after a considerable expenditure of time and money the attempt was found to be futile and useless. After some further remarks,

Mr. Napier Higgins, Q.C., moved that the debate be adjourned for a fortnight.

The motion having been seconded was agreed to by the meeting, which then separated.

WORCESTER AND WORCESTERSHIRE LAW SOCIETY.

At the general annual meeting of this society, held in the library, on Friday, the 22nd Jan. 1875, present Mr. Curtler, president, Mr. Beale, vice-president, Mr. Hyde, Mr. Clarke, Mr. Bird, Mr. Corbett, Mr. Allen, hon. secretary, the accounts having been audited and passed, showed a balance due to the society of £41 12s. 2½d., the arrears due from members amounting to £135 9s., the report of the committee for the year ending 1874, of which a copy is appended, having been read by the hon. secretary.

It was moved by the president, seconded by the vice-president, that the report be adopted.

Proposed by Mr. Clarke, seconded by Mr. Curtler, and carried, that Mr. Beale be elected president for the ensuing year.

Proposed by Mr. Hyde, seconded by Mr. Bird, that Mr. Woof be elected vice-president.

Proposed by Mr. Curtler, seconded by Mr. Clarke, that Mr. Allen be re-elected honorary secretary and treasurer.

Upon the proposition of Mr. Hyde, seconded by Mr. Allen, the following gentlemen were elected the committee for the ensuing year, in addition to the *ex-officio* members:—Messrs. Southall, Curtler, Hyde, Hughes, and Corbett.

It was moved by Mr. Allen, seconded by Mr. Clarke, and carried, that the thanks of this meeting be given to Mr. Curtler for his services and attention as president during the past year.

A similar vote was passed to the honorary secretary.

Report of the committee to the meeting held on Friday, the 22nd Jan. 1875:—

At the termination of last year the number of members and subscribers was seventy-six, of whom thirty-four were practising solicitors in the City, twenty-seven in the country, and fifteen subscribers, composed chiefly of members of the Bar. Two new members, Mr. George Turner Miller and Mr. Thomas Garrold Stallard, have been elected during the past session, making the total number of members aggregated to the society one more than last year.

Treasurer's Accounts.

The treasurer's accounts have been audited, and a balance of £41 12s. 2½d. has been found to be to the credit of the society, as against £75 8s. 3d. last year; but it should be stated that there are subscriptions in arrear amounting to £135 9s.

Library.

The number of books (not including periodicals) taken out of the library up to the 31st Dec. last was 1072, being a decrease of twelve from the number taken out in 1873. During the last session several important additions have been made to the library consisting principally of the last editions of Standard Text Books. The librarian reports that, with the exception of two numbers of the LAW TIMES Reports, all the books and periodicals which have been in circulation during the past year have been returned uninjured. Your committee regret to notice that complaints have been made of the large number of books taken out at one time by individual members and retained for a lengthened period, and that books of constant reference are frequently detained for a long time. As a remedy to a practice so inconvenient, your committee suggest the propriety, as they did in their report of last year, of enforcing the rule of the society limiting the time of keeping books by subscribers.

Land Transfer Bill.

Provision having been made by the 159th section of the Bill of last session, giving authority to the Lord Chancellor, with the concurrence of the Commissioners of the Treasury, to create district registries, and as the Bill originally stood, and it was enacted that the registrars and assistant registrars should be barristers of ten years' standing, your committee thought it expedient to present a petition from this society urging the propriety of establishing district registries for counties, similar in extent and locality to the present district registries of the Court of Probate, and pointing out that from the constant and extensive dealings with landed property in conveyancing by solicitors of this country, it would be unfair and impolitic to make them ineligible for the appointments contemplated by the Bill. A petition embodying these views was prepared and presented by Lord Lytton, in the House of Lords.

A meeting of the representatives of the provincial law societies having been called at the Law Institution, Chancery-lane, on the 27th May, to consider what action that association should take in reference to the above measure, and the matter having been fully considered by your committee, it was resolved that a deputation from the society, consisting of the president, Mr. Hughes, and your honorary secretary, should attend the meeting accordingly, and they have

made a report, which is given in the Minute Book. A more detailed account of the proceedings is given in the printed report of the Associated Law Societies, a copy of which was sent to every member of this society.

Judicature Act 1873.

The subject of this Act having been considered by your committee, and it being very desirable that the city of Worcester should be made one of the district registries under the 60th and following sections of the Act, it was deemed expedient to present a petition from this society, praying that the city of Worcester should be appointed a place of registry under the provisions of the Act above named, and a petition was accordingly prepared, but in consequence of the subsequent suspensory enactment the petition was not presented.

The Incorporated Law Society.

Having passed a resolution that the president of certain provincial law societies, of which Worcester was one, should become extraordinary members of the council, the name of the present president of this society was sent up, he having become a member of the Incorporated Law Society; but as the meeting of the latter society took place shortly before the date of our annual meeting, and the president was not then actually elected, he was declared not eligible. Your committee, however, trust that future presidents will not omit to qualify themselves for the council, it being very desirable that this society should be directly represented there. Your committee refer with satisfaction to the fact that the two metropolitan law societies have now become amalgamated; which, as it will tend to strengthen the influence of the existing society, will doubtless prove beneficial to the Profession generally, and to law societies in particular. The resolution of the Incorporated Law Society to hold an annual meeting in the provinces, which was carried out last autumn by the society meeting at Leeds, will meet with the cordial approbation of the country members.

Scale of Costs by Commission.

The sub-committee appointed to consider and report on the scale of costs by commission on sales and mortgages made their report, in which they expressed their opinion that the scale then proposed, being the revised scale of costs of the Incorporated Law Society should be generally adopted, but that the power to charge by commission should have legislative sanction.

Your committee observe with satisfaction that the Law Student's Society of this city is going on with increased vigour, and numbers twenty members, fifteen of whom being ordinary members, law students, and five vice-presidents, members who have passed their final examination.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 27th Jan., Mr. J. T. Davis in the chair. Mr. C. E. Beal opened the first subject for the evening's debate, viz., "Is a husband entitled to courtesy in lands settled to the separate use of his wife?" which was carried by a majority of ten. Mr. Wingfield opened the second subject, viz., "That articulated clerks should be permitted to represent their principals in the County Courts and before magistrates." This motion was carried by a majority of seven. The subject for next week's discussion is, "That the right of foreign attachment exercised by the Mayor's Court should be extended to the Superior Courts." To be supported by Messrs. Ellis, J. Davis and T. B. Girling. To be opposed by Messrs. O'Neill and Hebb.

LAW ASSOCIATION.

AN extraordinary general court was held on Thursday, the 28th inst., at the Hall of the Incorporated Law Society. Present: Messrs. Desborough (chairman), Steward, Bennett, Farrer, Few, T. E. Anderson, Bircham, Burges, Carpenter, Clabon, Finch, H. R. Freshfield, A. J. Murray, Nisbet, Parkin, Proudfoot, Sawtell, Sidney Smith, E. Tyler, H. Vallance, H. T. Young, and Boodle (secretary), when it was resolved that no action be taken on the question for the amalgamation of this association with the Solicitors' Benevolent Association.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society, held at the Law Institution, Chancery-lane, on Tuesday, the 19th inst., Mr. J. A. Field was duly elected a member of the society. The question appointed for discussion was No. 551 legal "where there has been a *devastavit* by an executor ought the pecuniary legatees to bear the loss proportionately with the residuary legatees?" The question was fully discussed by the members present, and was ultimately carried in the affirmative by a majority of four.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

A MEETING of the above society was held on Tuesday evening last to consider the question "Will a total failure of a consideration obviously intended to exist, and upon which a deed is meant to be founded afford a defence to an action upon it." C. J. Fleming, Esq., barrister-at-law, presided. After a very interesting debate, in which nearly all the members present joined, the question was decided in the affirmative by a majority of two.

EXETER AND CREDITON LAW DEBATING SOCIETIES.

At a second combined meeting of these societies held on Friday, the 22nd inst., Mr. G. H. Carthew in the chair, the following question was argued, viz.: "A contracts a debt with B. in March 1865, to the extent of £20; in January 1870, A. writes to C. in the words following: 'Kindly lend me £20 to pay B. the debt I owe him of that amount.' C., however, refuses; and in 1872, B. sues A. for the amount of his debt. Is B. entitled to recover in the action, provided he can prove that the said letter was written from A. to C.? No other acknowledgment of the debt than that (if any) above stated was given prior to the commencement of the action." After a lengthened and most animated discussion, which was ably upheld in favour of the affirmative by Mr. Leakey and others, and in the negative by Mr. Henwood and others, it was decided by the chairman that on the authority of the cases *Greensell v. Girdlestone*, *Edwards v. Culley*, and *Fuller v. Redman*, which over-ruled all previous decisions to the contrary, that the supporters of the negative were entitled to a verdict in their favour.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

THE RIGHT HON. SIR A. MACDONNELL, BART.

THE late Right Hon. Sir Alexander Macdonnell, Bart., of Murlough, county Antrim, barrister-at-law, and some time Commissioner of National Education in Ireland, who died on the 21st inst., at his residence in Upper Fitzwilliam-street, Dublin, in the eighty-first year of his age, was the eldest son of the late Dr. James Macdonnell, of Belfast, and cousin of the late Randal Macdonnell, Esq., of Glengriff, county Antrim. He was born in the year 1794, and was educated at Westminster school, whence he proceeded to Christ Church, Oxford. Here he greatly distinguished himself during his undergraduate career, carrying off the Latin and the English University prizes for oems. After taking his B.A. degree in 1816, he obtained the Latin and English essay prize—a success, it is recorded, which has in no other instance been attained except by the late Dean Milman. That so accomplished a scholar did not appear in the first class in classics was owing to a rigid adherence to a rule then in existence, of which, it is said, he did not appreciate the stringency. His university career was closed by taking in M.A. degree in 1820. He was called to the bar by the Honourable Society of Lincoln's-inn, Michaelmas Term 1824, and in 1846 he was sworn member of Her Majesty's Privy Council for Ireland. In 1839 he was appointed Resident Commissioner of the Board of National Education in Ireland, the duties of which office he fulfilled with marked ability for a period of thirty-two years. He retired upon a well-earned pension in 1871, and the following year, as a mark of recognition of services to the country, he had conferred upon him a baronetcy of the United Kingdom. Sir Alexander married, in 1826, Barbara, eldest daughter of the late Hugh Montgomery, Esq., Benavarden and Glenarm, county Antrim. As he leaves no family, his title becomes extinct.

E. FOULKES, ESQ.

THE late Evans Foulkes, Esq., solicitor, who died on the 20th inst., at his residence in St. Mark's-avenue, Regent's Park, from an attack of pleurisy and bronchitis, after a very short illness, in the eighty-ninth year of his age, was the fifth surviving son of the late Rev. Peter Davy Foulkes, of Shebbear, North Devon, and was born in the year 1846. He was educated at Exeter College, Exeter, where he took his Bachelor's degree, in 1871; and during the short time that has elapsed since his admission into the Profession, he had, by integrity and uprightness, won the confidence and esteem of all with whom he had been brought to business relations.

JOHN GRAY, ESQ., Q.C.

WE regret to have to record the death of John Gray, Esq., Q.C., Solicitor to Her Majesty's Treasury. He was born in Aberdeen in 1807, and was educated at Marischall College. He was called to the Bar in 1838; formerly a member of the Oxford Circuit, as a junior he had the reputation of being a sound lawyer, and enjoyed a large practice. He obtained the rank of Queen's Counsel in 1865; he was appointed Solicitor to the Treasury in 1871, and conducted the prosecution of the trial *Reg. v. Castro*, which he had so responsible a part, which taxed his energies beyond their strength, as it certainly deprived him of a long vacation. He was the author of *The Country Attorneys' and Solicitors' Practice*, and of *Gray's Law of Costs*; works most useful to the Profession.

PROMOTIONS AND APPOINTMENTS.

THE Lord Chief Justice of the Court of Common Pleas has appointed John Cooper, of Manchester, solicitor, to be one of the Perpetual Commissioners for taking the Acknowledgments of Deeds to be Executed by Married Women, in and for the county of Lancaster.

MR. J. N. EDWARDS, solicitor, of London, has been appointed Registrar of the St Alban's County Court, the vacancy was occasioned by the death of the late Registrar, Mr. Blagg, who held many other appointments in the locality to which Mr. Edwards has succeeded. Mr. Edwards was admitted on the Rolls in Michaelmas Term 1863.

MR. CLARKE, solicitor, of Shrewsbury, has been elected Coroner for the Ford division of the county of Salop. Mr. Clarke was admitted on the Rolls in Trinity Term 1866.

THE GAZETTES.

Bankrupts.

Gazette, Jan. 22.

To surrender at the Bankrupts' Court, Basinghall-street.

POULTON, WILLIAM, and COTTER, THOMAS JAMES, warehousemen, Wood-street. Pet. Jan. 20. Reg. Spring-Rice. Sol. Plunkett. Gutteridge. Sur. Feb. 4.
SARS, ISAAC, watch importer, Houndsditch. Pet. Jan. 19. Reg. Spring-Rice. Sols. Messrs. Miller, Sherborne-la. Sur. Feb. 4.
SHAILER, ROBERT, carrier, Clerkenwell-green, and Bishopsgrove. Pet. Jan. 19. Reg. Haslitt. Sol. Tabort. Sur. Feb. 3.
WILDES, GEORGE HENRY, gentleman, Lowndes-square. Pet. Dec. 18. Reg. Murray. Sols. Norris and Co., Bedford-row. Sur. Feb. 9.

To surrender in the Country.

BOND, KENNY SHEM, baker, Hertford. Pet. Jan. 18. Reg. Spence. Sur. Feb. 6.
CARANDREA, NICOLAOS D., merchant, Manchester. Pet. Jan. 18. Reg. Reg. Lister. Sur. Feb. 4.
CRAGO, ROBERT, nurseryman, Car Colston. Pet. Jan. 18. Reg. Patchitt. Sur. Feb. 17.
JOHNSON, JOHN ST. JOHN STUKELY, master mariner, Newlyn, per. Paul. Pet. Jan. 18. Reg. Chilcott. Sur. Feb. 3.
LONGLEY, GEORGE, Devonshire-lodge, Maidenhead. Pet. Dec. 26. Reg. Darvill. Sur. Feb. 6.
PALMER, EDWARD, late maltster, Tenbury. Pet. Jan. 18. Reg. Talbot. Sur. Feb. 5.

Gazette, Jan. 26.

To surrender at the Bankrupts' Court, Basinghall-street.

BELL, JAMES, wharfinger, High-st., Wapping. Pet. Jan. 21. Reg. Peppas. Sur. Feb. 9.
ORROR, JOSEPH EDWARD, and QUILLTER, JABEZ BUNTING, boot dealers, Brixton-road, and Denmark-hill. Pet. Jan. 21. Reg. Peppas. Sur. Feb. 11.

To surrender in the Country.

ANDERSON ALEXANDER, inquiry agent, Salford. Pet. Jan. 15. Reg. Hulton. Sur. Feb. 10.
APPLEBY, G. C., produce merchant, Leeds. Pet. Jan. 20. Reg. Peppas. Sur. Feb. 17.
BEVAN, JOHN LAWRENCE, corn dealer, Shrewsbury. Pet. Jan. 22. Reg. Peppas. Sur. Feb. 6.
CLIFTON, CHARLES, wine merchant, Nottingham, and Burton Joyce. Pet. Jan. 21. Reg. Patchitt. Sur. Feb. 15.
DICKER, ALFRED CECIL, Fry Lodge, West Moulsey. Pet. Jan. 21. Reg. Bell. Sur. Feb. 11.
HARDNEAT, CHARLES, farmer, Saxlingham Nethergate. Pet. Jan. 20. Reg. Cooke. Sur. Feb. 18.
LOWRY, WILLIAM, hotel keeper, Worthing. Pet. Jan. 22. Reg. Everhead. Sur. Feb. 10.
SHAW, CHARLES NELSON ISAAC, valuer, Brighton. Pet. Jan. 21. Reg. Everhead. Sur. Feb. 10.
WEALE, WILLIAM EDWARD, coal merchant, Birmingham. Pet. Jan. 22. Reg. Chantler. Sur. Feb. 10.

BANKRUPTCIES ANNULLED.

Gazette, Jan. 19.

HOWE, JOSEPH, bootmaker, Poultry. Sept. 6, 1873.
Gazette, Jan. 22.
BROWN, ROBERT, miller, Kelvedon. Sept. 16, 1873.
MINTHAMMER, The Green, Wotkake. Nov. 10, 1874.
MOTLEY, GODFREY AUGUSTUS, merchant, Bow Churchyard. Nov. 27, 1874.
WARD, BENJAMIN, baker, Cambridge. July 23, 1874.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 22.

ARNOLD, JAMES, dealer in oil, Birmingham. Pet. Jan. 19. Feb. 2, at three, at office of Sol. Perry, Birmingham.
APINALL, LUMB, railway agent, Gooles. Pet. Jan. 20. Feb. 4, at half-past eleven, at the Station hotel, Knottingsley. Sols. Banks, Selby.
ATTENTION, WILLIAM, power loom cloth manufacturer, Chorley. Pet. Jan. 15. Feb. 1, at twelve, at the County Court office, Mawdsley-st., Bolton. Sol. Wilson, Chorley.
BAKER, WILLIAM, ship smith, Kirtley. Pet. Jan. 20. Feb. 15, at twelve, at office of Sol. Seago, Lowestoft.
BARKER, WILLIAM, greiler, Hanley. Pet. Jan. 14. Feb. 1, at three, at the Boys' hotel, Crewe. Sol. Shires, Leicester.
BARLOW, HENRY, labourer, West Stockwith. Pet. Jan. 20. Feb. 6, at eleven, at office of G. Jay, accountant, Lincoln. Sol. Page, jun.

BARNARD, CHARLES, butcher, Salisbury-st., Kilburn. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Cann, Langbourn-chambers, Fenchurch-st.
BEVILL, THOMAS, innkeeper, Cleator Moor. Pet. Jan. 19. Feb. 5, at eleven, at office of Lumb and Howson, 143, Queen-st., Whitehaven. Sol. Lumb.
BISLEY, ARTHUR JOHN, painter, Ormskirk. Pet. Jan. 18. Feb. 4, at two, at office of Sol. Mather, Liverpool.
BISP, HENRY, haulier, Birmingham. Pet. Jan. 19. Feb. 8, at three, at office of Sols. Rowlands and Bagnall, Birmingham.
BOWN, HENRY JOHN, innkeeper, Melkham. Pet. Jan. 20. Feb. 8, at half-past twelve, at the King's Arms hotel, Melkham. Sol. Stokes, Chippenham.
BOWELL, HENRY WILLIAM, horse dealer, Kisenham. Pet. Jan. 16. Feb. 11, at twelve, at office of Sol. Baker, Bishop's Stortford.
BRAMIDGE, JOHN, seedman, Walsall. Pet. Jan. 18. Feb. 2, at three, at office of Sol. Glover, Walsall.
BRENNAN, MARK, cabinet maker, Bristol. Pet. Jan. 20. Jan. 30, at eleven, at office of Sol. Williams, Bristol.
BROWN, JAMES, builder, Morecambe. Pet. Jan. 19. Feb. 5, at eleven, at office of Sols. Clark and Ogilthorpe, Lancaster.
BROWNE, JOHN, builder, Lee. Pet. Jan. 18. Feb. 3, at three, at office of Sol. Bristow, London-st., Greenwich.
BURRELL, THOMAS, farmer, Haywood, near Doncaster. Pet. Jan. 18. Feb. 3, at eleven, at the Angel Inn, Doncaster. Sol. Spurr, Hull.
CAMMADA, JEAN BAPTISTE, patent medicine vendor, Newcastle-under-Lyme (trading as R. H. Watts). Pet. Jan. 18. Jan. 29, at three, at the Saracen's Head hotel, Hanley. Sol. Stevenson, Hanley.
CHARLES, THOMAS, wine dealer, Adam-st., Adelphi, and Polham. Pet. Jan. 19. Feb. 4, at two, at office of Sol. Cockill, Strand.
COCKILL, GEORGE, milk dealer, Leeds. Pet. Jan. 15. Feb. 3, at eleven, at office of Sol. Harle, Leeds.
COLL, BENJAMIN, builder, Brittonferry. Pet. Jan. 19. Feb. 4, at twelve, at office of Sols. Cuthbertson and Turberville, Neath.
COTTLE, ABRAHAM, bricklayer, Bristol. Pet. Jan. 18. Feb. 4, at twelve, at office of Sol. Nunneley, Bristol.
CULLEN, CHARLES, commission agent, Northfleet. Pet. Jan. 19. Feb. 6, at two, at the New Falcon hotel, Gravesend. Sol. Watson, Guildhall-yd.
DEATH, ALFRED TIMOTHY, common brewer, Wymondham. Pet. Jan. 20. Feb. 8, at twelve, at the Castle hotel, Castle-meadow, Norwich.
DESTON, JOHN, stone-mason, Holderness. Pet. Jan. 14. Feb. 3, at twelve, at office of Sol. Eldridge, Hull.
DOUSE, JAMES, cattle dealer, Devizes. Pet. Jan. 18. Feb. 3, at eleven, at office of J. Randall, Exchange-pl., Devizes. Sol. Day, Devizes.
EVANS, JOHN SAMUEL, HUGH, timber merchant, Vord, near Rhyl. Pet. Jan. 18. Feb. 9, at twelve, at the Queen hotel, Chester. Sols. Gold, Edwards, and Weston, Denbigh.
EXLEY, JOHN CANTU, bootmaker, Scarborough. Pet. Jan. 18. Feb. 3, at eleven, at office of Sols. Cornwell, Watts, and Crowther, 38, Queen-st., Scarborough.
EYLES, WILLIAM ARTHUR, coal merchant, Melkham. Pet. Jan. 18. Feb. 10, at twelve, at the Castle hotel, Northgate-st., Bath.
FISHER, PHILIP, Chippendale, Chippenham. Pet. Jan. 18. Feb. 4, at two, at office of Sols. Simpson and Burrell, Leeds.
FOSTER, WILLIAM, general draper, Dinas, in Llantrisant. Pet. Jan. 11. Feb. 1, at one, at office of Alexander Brothers, accountants, 78, St. Mary-st., Cardiff. Sol. Cooke, Cardiff.
FRASER, ALFRED SIMON, clerk in the civil service, Lifford, at Camberwell. Pet. Jan. 18. Feb. 4, at one, at office of Sol. Philpott, Guildhall-chambers.
FREEMAN, GEORGE, maltster, Debenham. Pet. Jan. 19. Feb. 16, at twelve, at office of Sol. Pollard, Ipswich.
GOODFIELD, JOSEPH, tailor, Leeds. Pet. Jan. 15. Feb. 5, at three, at office of Sol. Billington, Leeds.
GRAY, MARIA, dealer in toys, Worthing. Pet. Jan. 18. Feb. 9, at twelve, at office of Sol. Green, Worthing.
GREENHALGH, EDWARD, bedding manufacturer, Manchester. Pet. Jan. 20. Feb. 15, at three, at office of Sols. Cobbett, Wheeler, and Cobbett, Manchester.
HALL, WILLIAM, confectioner, Ryde, Isle of Wight. Pet. Jan. 18. Feb. 10, at twelve, at office of Sols. George and St. George, Ryde.
HALL, WILLIAM HENRY, coachmaker's ironmonger, Seymour-pl., Bryanston-square. Pet. Jan. 18. Feb. 11, at ten, at office of Sols. Dyane, Chubb, and Co., South-square, Gray's-inn.
HALLIDAY, EDWARD FLEMING, civil engineer, Broncoer, par. Llanblethel. Pet. Jan. 15. Feb. 4, at twelve, at office of Sol. Allanson, Carnarvon.
HALTON, THOMAS, and HALTON, RICHARD, grocers, Bolton. Pet. Jan. 18. Feb. 8, at eleven, at the Victoria hotel, Bolton.
HARDING, ROBERT TAYLOR, packing case maker, Birmingham. Pet. Jan. 18. Feb. 2, at twelve, at office of Sols. Saunders and Bradbury, Birmingham.
HARTWELL, THOMAS, boot and shoe manufacturer, Cambridge House, Cambridge, and Duke of Wellington-yard, Brunswick-st., Hackney-road. Pet. Jan. 20. Jan. 28, at two, at office of H. T. Thwaites, 42, Basinghall-st. Sol. Parke, Coleman-st.
HECKLES, DAVID SCOTT, HECKLES, GEORGE, and HECKLES, JOHN MORRIS, engine builders, North Shields. Pet. Jan. 19. Feb. 8, at eleven, at office of Sols. Tinley, Adamson, and Adamson, North Shields.
HEWISON, GEORGE, boot and shoe maker, Huthwaite. Pet. Jan. 20. Feb. 6, at eleven, at office of Sol. Crumlie, York.
HIRST, JOSEPH, auctioneer, Rochdale. Pet. Jan. 19. Feb. 8, at eleven, at the King's Arms inn, Oldham. Sol. Strickland.
HORN, HENRY JOHN, brewer, Cambridge. Pet. Jan. 21. Feb. 8, at eleven, at office of Sols. Ellison and Burrows, Petty Cury, in Cambridge.
JONES, DAVID, saddler, Newtown. Pet. Jan. 18. Feb. 1, at twelve, at office of Sols. Williams and Gittins, Newtown.
JONES, ELIZA SHERRINGTON, lodging-house keeper, Brighton. Pet. Jan. 20. Feb. 18, at three, at office of Sols. Black, Freeman, and Gell, Brighton.
JOHN MORRIS, RICHARDS, GEORGE, builders, late Maryland-road, Paddington. Pet. Jan. 12. Jan. 30, at three, at office of Sols. Evans and Eagles, John-st., Bedford-row.
KEYWORTH, CHARLES, captain, Beaumaris. Pet. Jan. 16. Feb. 8, at two, at office of Sols. Barber and Hughes, Banqer House, 1, Gurney-st., New Kent-road. Pet. Jan. 18. Feb. 5, at two, at 3, Wansley-st., Walworth-road.
KIRK, THOMAS, commission agent, West Field, in Ordsall. Pet. Jan. 18. Feb. 8, at eleven, at office of Sols. Newton and Jones, East Road.
LEWIS, GEORGE, baker, Northampton. Pet. Jan. 16. Feb. 2, at half-past three, at office of Sol. Becke, Northampton.
LEE, JOSEPH, seedman, Upper-st., Islington. Feb. 4, at one, at office of Sol. Lewis, Wilmington-square, Clerkenwell.
LEWITT, THOMAS WEAVER, out of business, Faldreid, near Liverpool. Pet. Jan. 19. Feb. 8, at three, at office of Sols. Barrell and Rodway, Liverpool.
MARTIN, GEORGE, jun., timber merchant, Abbey-st., Bethnal-green. Pet. Jan. 22. Jan. 20, at two, at office of H. T. Thwaites, accountant, Basinghall-st. Sol. Parke, Coleman-st.
MARKS, ABRAHAM MARKS, manufacturer of trimmings, Nicholls-square, Cripplegate. Pet. Jan. 20. Feb. 4, at eleven, at office of Sol. Sydney, Leadenhall-st.
MAY, ALBERT JOHN, builder, William-st., Hampstead-road. Pet. Jan. 20. Feb. 1, at twelve, at the Green Dragon hotel, Bishopsgate-st-within. Sol. Leverton, Bishopsgate-st-within.
MILLAR, JOSEPH, bootmaker, Newcastle. Pet. Jan. 20. Feb. 4, at two, at office of Sols. Messrs. Joel, Newcastle.
MILLWARD, GEORGE THOMAS, cabinet manufacturer, Birmingham. Pet. Jan. 18. Feb. 3, at quarter-past ten, at office of Sol. East, Birmingham.
MORLEY, WILLIAM, baker, Ashton-under-Lyne. Pet. Jan. 18. Feb. 3, at three, at office of Sol. Clayton, Ashton-under-Lyne.
MORRIS, CHARLES JAMES, confectioner, Bristol. Pet. Jan. 18. Feb. 2, at twelve, at office of Sols. Benson and Thomas, Bristol.
MORTON, THOMAS, carman, Upper Norfolk-st., Bethnal-green. Pet. Jan. 18. Feb. 10, at three, at office of Sol. Nind, St. Benet's-pl., Gracechurch-st.
NICHOL, CHARLES, baker, Omberville. Pet. Jan. 18. Feb. 2, at eleven, at offices of Sols. F. and H. Corbett, Worcester.
PEARCE, HENRY, farmer, Twiggworth. Pet. Jan. 18. Feb. 4, at three, at offices of Sol. Jones, Gloucester.
PECK, JAMES, boot manufacturer, Wolverhampton. Pet. Jan. 19. Feb. 6, at half-past ten, at office of Sol. Stratton, Wolverhampton.
POOLE, MATTHEW, baker, Chertsey. Pet. Jan. 19. Feb. 11, at four, at the Crown hotel, Chertsey. Sol. and Shirley.
PREE, GEORGE, nurseryman, Lampheyman, Lamphey, near Exeter. Pet. Jan. 20. Jan. 30, at twelve, at offices of Sols. Green and Griffith, Carmarthen.
RICHARDSON, JOHN, carpenter, Euston-square. Pet. Jan. 19. Feb. 1, at ten, at Wood's hotel, Lincoln's-inn-fields. Sol. Hope.

JUSTICES' CLERKS' ACCOUNTS.
Journal and Cash Book, prepared by Mr. GEORGE
O. OKE of the Mansion House, London, for Justices of the
Peace. Clerks' Account of Fees received by them. The *binding*
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in Ledger—Ledger Folio—Current fees received—Fees
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firm of THOMPSON, DEBENHAM, and FIELD, of Salter's Hall. On quitting that branch of the Profession he entered the Inner Temple, and read in the chambers of Mr. KINGDON, and subsequently practised for a few years below the Bar, until the year 1850, when he was called to the Bar. In 1864 he obtained the rank of Queen's Counsel, and very soon obtained the lead upon the Midland Circuit. He has for some years enjoyed a leading practice both on circuit and at Westminster, and it is generally expected that he will prove an able Judge.

A QUESTION of great practical importance to innkeepers and their guests came before the Court of Error in the Exchequer Chamber on the 3rd inst., in the case of *Threlfall v. Borwick*. The character of the question will be at once seen from a short summary of the facts. In Dec. 1870 a man named BUTCHER hired some rooms at the hotel of the defendant for himself and family at a fixed rate, and also agreed to pay a sum for his board. He brought with him a piano, which he had hired from the plaintiff. In Jan. 1871 he left the hotel, being indebted at that time to the landlord in the sum of £52 for board and lodging. He left the piano behind, remarking that THRELFALL would send for it. The innkeeper thought the piano belonged to BUTCHER, and some time appears to have elapsed before he learnt that the real owner was the plaintiff. However, having discovered the whereabouts of the piano, the plaintiff demanded it, and upon his claim being resisted, brought an action for its recovery. At the trial, before Mr. Justice LUSH, the point of law as to the innkeeper's right of lien was reserved, and the Court of Queen's Bench decided it in favour of the defendant. This decision has been upheld by the Court of Exchequer Chamber. "It was admitted," says Lord COLERIDGE, "that the innkeeper has a lien on the goods his guest brings with him, and that he has the same lien on the goods, whether they are his guest's or another's. The only question is whether he has a lien on the goods, not the less because he was not bound to receive them." But, as his Lordship pointed out, this assumed that he was not bound to receive them; whereas when a person went with an instrument such as that for which the action was brought, and intending to spend some months at an hotel, the innkeeper, if he had room for it, would be bound to receive it. "The guest," his Lordship continues, "might be in the habit of taking the musical instrument with him, for the purpose of reasonable recreation. But however that may be, having taken it, and having safely kept it for a certain time, it is too clear to be doubted that the innkeeper had a lien upon it, and both upon principle and authority the judgment must be affirmed." It would certainly be difficult to come to any other decision than this upon the facts of the case; nor is it in the slightest degree inconsistent with the principles laid down in *Culpe's* case.

A DECISION of the greatest importance to litigants interested in the construction of the Bankruptcy Act, 1869, was given on the 29th ult. by the Lords Justices in *Ex parte Jacobs, Re Jacobs* (which will be found in the Law Times Reports of this week). This case raised the question whether, when the creditors of a debtor resolve, under sect. 126 of the Act, to accept a composition in satisfaction of their debts, the rights of the creditors against sureties are thereby put an end to. The facts of the case are briefly as follows: A Mr. JACOBS appealed from an adjudication of bankruptcy made against him on the 17th September last by Mr. Registrar SPRING RICE, acting as chief judge in bankruptcy. The petitioning creditor was a trainer of horses, named MARTIN. MARTIN was the holder for value of a bill of exchange for 100l., drawn by JACOBS and accepted by one PHILLIPS, and payable two months after date. It was dated the 13th of April, 1874. On the 1st of June PHILLIPS filed a liquidation petition. On the 14th of July the creditors resolved, by the proper statutory majority, to accept a composition of 5s. in the pound "in satisfaction of the debts due to them from PHILLIPS." MARTIN's solicitor voted against the composition. This resolution was duly confirmed and registered. MARTIN's solicitor voted in favour of the confirmation, but the majority was sufficient without his vote. MARTIN afterwards filed a petition in bankruptcy against JACOBS as drawer of the bill. Thereupon the adjudication now appealed from was made. It will be remembered that sections 49, 50, 125, and 126, which have a reference to the present case, are to the effect that an order of discharge in bankruptcy shall discharge the said bankrupt from all debts provable in bankruptcy, some few only excepted, but shall not release any person who at the date of the adjudication was jointly bound with him: further, that with certain modifications, all the provisions of the Act shall, so far as they are applicable, apply to the case of a liquidation by arrangement; and finally, that the creditors of a debtor unable to pay his debts may, without any proceedings in bankruptcy, by an extraordinary resolution, resolve that a composition shall be accepted in satisfaction of the debts due to them from the debtor; and the provisions of a composition accepted by an extraordinary resolution shall be binding on all the creditors whose names and addresses, and the amount of the

The Law and the Lawyers.

A MEMORIAL to the HOME SECRETARY for the permanent removal of he assizes from Lewes to Brighton is now in course of signature. It has already been signed by nearly all the members of he Home Circuit.

Too late for notice in our last issue, it was known that Mr. FIELD, J.C., was to be raised to the Bench. This is an unexceptionable appointment from a purely professional point of view, Mr. FIELD having had large practical experience as a special pleader and as an advocate. His connection with the law commenced in the office of Mr. BOLTON, a solicitor of Lincoln's-inn, to whom he was articled. He was duly admitted, and became a member of the

debts due to whom, are shown in the statement of the debtor. Such is the case that came before the Court of Appeal. Unfortunately the decision of the courts below upon a similar question were in conflict. In *Wilson v. Lloyd* (L. Rep. 16, Eq. 60), it was held by, Vice-Chancellor BACON, that the acceptance of a composition from the principal debtor realised the surety; but in the case of *Magrath v. Gray* (L. Rep. 9 C. P. 216), a later decision, the Court of Common Pleas held that such an acceptance worked no release. The Lords Justices cut the knot by accepting the law as laid down by the Court of Common Pleas. The question which came before their Lordships is, when stripped of all its technicality, one of great simplicity. Suppose that A. and B. are severally liable to C. in the same amount, and that the debt is to be determined when either pays that sum. Suppose too that C. demands payment of B., who being unable to meet the full demand pays a certain proportion of the whole amount on condition that it will be taken in full satisfaction of C.'s claim so far as B. is concerned. It cannot be said that C.'s original rights are in any way increased if his right of suing A. for the balance still remains. Other reasons for the decision are given by Lord COLERIDGE, as well as by the Lords Justices, but what is said above is enough to make the decision clear.

WE observe with some surprise the judgment of Vice-Chancellor MALINS in the case of *Baden v. Bassett* (Weekly Notes, Jan. 23) with reference to the old question of what constitutes a residue. In this case a testator bequeathed a field for charitable purposes, which, of course, under the Mortmain Act, failed. All his other property of whatever description, he gave to his executors and trustees and their assigns, to be by them applied in manner therein mentioned. The question was whether this field passed under the residuary clause in the will, or went to the testator's heir-at-law. The VICE-CHANCELLOR held that the testator, having, as he thought, disposed of the field, intended by the residuary clause to give all his property except the field; which his HONOUR considered to show the "contrary intention" within the meaning of sect. 25 of the Wills Act, and, that consequently, the field ought to go to the testator's heir. Of course a testator always means all his dispositions of property to be effectual; and the VICE-CHANCELLOR's reasoning would take away all force and meaning from the 25th clause of the Act. Where a "contrary intention" is spoken of, it is clear that some unusual intention is meant, not an intention which from the very nature of the case must exist wherever an invalid devise or bequest is made. The only persons whom in this case the testator wished to benefit were the persons who would have been entitled to the land left for charitable purposes, had not the devise failed, and the residuary devisees and legatees. Certainly no intention appears of benefiting the heir-at-law in any circumstances. The "contrary intention" of which the Act speaks might arise, for example, when the heir actually took an interest in the testator's estate, and the testator showed an equally benevolent purpose to him as towards the persons entitled to the residue. If the general rule created by the 25th section can apply to any case, it applies to the present. And this is shown even more emphatically by the words of Jarman (1 Wills, 616): "Any testator who dies leaving a will made or republished since 1837, containing a general or residuary devise of real estate, which takes effect, must be completely testate in regard to every portion of his real estate to which he is entitled at his decease, whensoever acquired, and whether originally intended to have been otherwise specifically disposed of or not, if such intention should, for any reason whatever, fail of effect." It is astonishing that the case should ever have come into court; it is still more astonishing that it should be so decided.

EXCEPTIONAL honour has been paid by the Bench and the Bar to Mr. Justice KEATING on his retirement, and we notice the circumstance with much satisfaction, because we consider that indiscriminate laudation of persons in high office is calculated to have a most mischievous effect. There are certain characteristics of our national institutions which must be preserved at almost any cost, and, as regards the administration of the law, we must have learned and cultivated judges, impressed with the dignity of their position, and supported by a highly educated and independent bar. It is much to be feared that we have fallen upon times as barren of high judicial capacity and brilliant forensic talent as of parliamentary debating power and statesmanship; and when we see the ornaments of the Bench passing away before our eyes, like blazing meteors gradually going out and leaving the heavens in thick darkness, sincere and keen regret must be felt and must be expressed. The occasion is said to bring forth the man, and there may be fine talents now lying undiscovered in the ranks of the Bar; but we cannot be blind to the fact that at present there is no promise of compensation for the retirement of such lawyers as Mr. Justice KEATING. That learned judge belonged to an epoch in the history of the Court of Common Pleas which is red-lettered in the legal calendar. Can we point to any tribunal of modern time more admirably endowed than this court when Sir WILLIAM ERLE was its president, and his puiſnes were

the profound and versatile WILLES, the sound, practical and discriminating Sir BARNARD BYLES, the accomplished and able judge, whose retirement we now deplore, and Sir MONTAGUE SMITH, whose talents have raised him to one of the two tribunals of last resort in the empire? Very able men now sit in the places occupied by those we have named, but we are sure that they would be the first to admit that the standard of their predecessors is high and hard to reach. It is for these reasons that we conceive that the Solicitor-General could not well have misinterpreted the sentiments of the profession however eulogistic his address to Mr. Justice KEATING might have been. The scene in court was impressive in a high degree, and when such occasions arise the members of the Bar gain much by stepping out of the well-worn arena of perpetual contention to pay a tribute of unfeigned respect to a judge of spotless character and high reputation. We trust that the example of such a career as that which has just closed will not be without its effect upon those who aspire to serve their country in the same capacity.

THE case of *Chell v. Chell*, before Vice-Chancellor HALL (W. N. Jan. 23), raises once more the question which one might have expected to be settled by this time—What are the rules which regulate the vesting and divesting of legacies? The testator, J. CHELL, gave all his real and personal estate to trustees upon trust for his wife for life, and after her death for all and every of his children equally, till the youngest should attain twenty-one; and then for all his children equally as tenants in common. The testator directed that if any of his children died before their shares became transferable and payable without leaving lawful issue, the share of anyone so dying should go to and be transferred and paid to the survivor and survivors. But in case of a child dying before his share becoming payable, leaving issue, the trustees were to pay such deceased child's share to the issue of such child on attaining twenty-one. The testator left nine children living at his death. One, a daughter, died in 1871, leaving seven children, all infants. The testator's widow died in 1873. The question was whether the daughter's share was vested or not. The VICE-CHANCELLOR held that the share was divested by the substitutionary gift, and followed *Re Willmott's Trusts* (L. Rep. 6 Eq. 532) and not *Haydon v. Rose* (L. Rep. 10 Eq. 224), which was the case of a gift to children at twenty-one, and that distinguished it from the present case. We have always held that *Re Willmott's Trusts* and *Haydon v. Rose* are absolutely irreconcilable. The VICE-CHANCELLOR says they are to be distinguished by the gift in the latter case being to children at twenty-one. In *Re Willmott's Trusts* the income of a fund was to be held, after the death of the survivor of husband and wife, for children in equal shares, "and in case either or any of them should happen to be dead, leaving issue, unto the issue of such one or more which should then be dead, equally to be divided amongst them or their issue respectively, to each being a son at twenty-one and to each being a daughter at twenty-one or marriage. One of the children in that case died after having attained twenty-one, but before the tenant for life; and Vice-Chancellor JAMES held that his share was divested. In *Haydon v. Rose* the gift was to the grandchildren "as and when they should respectively attain the age of twenty-one years." The events which occurred were similar in the two cases, and in the latter ROMILLY, M.R. held that the child's share was not divested. The gift was to children at twenty-one as much in one case as in the other. It is impossible to decide on moral considerations a question of this kind. Whichever rule be adopted, practical hardships will sometimes ensue. It is, therefore, all the more necessary to follow the current of authorities, which in this case Vice-Chancellor HALL has failed to do. A long series of cases has established that the word "payable" is to be interpreted "vested," and that the representatives of a child so dying before the tenant for life, and not the persons entitled under the gift over, are entitled. See particularly *Mocatta v. Lindo* (9 Sim. 56), *Jones v. Jones* (13 Sim. 561), *Mendham v. Williams* (L. Rep. 2 Eq.). It is to be regretted that all these are decisions of courts of first instance, though the Court of Appeal would, we imagine, decide the question as the preponderance of authority evidently directs.

THE rights of parish officers, under the Lands Clauses Acts to recover for deficiencies of parochial rates caused by land in the parish being taken for public purposes, has been a frequent subject of dispute, but it has never been so sharply contested as in *Stratton and others v. Metropolitan Board of Works* (31 L. T. Rep. N. S. 689). The plaintiffs were the overseers and churchwardens of the parish of St. Mary, Lambeth, and had demanded of the defendants who had, under the Thames Embankment Act 1863, taken about sixteen acres of land in their parish, certain deficiencies in the parish rates caused by this large amount of land being so taken away from the aggregate of rateable land in the parish. The demand, which amounted to more than 6000*l.*, was made under the 133rd section of the Lands Clauses Act 1845, an enactment incorporated with the Thames Embankment Act 1863. By that section it is

nacted that if the promoters of undertakings within the meaning of the Act "become possessed of any lands . . . liable to be assessed at the poor's rate, they shall, from time to time, until the works shall be completed and assessed to such poor's rate, be liable to make good the deficiency in the assessments for poor's rate by reason of such lands having been taken or used for the purposes of the works." Of the lands taken by the defendants, a great part (about seven acres) had, in accordance with the object of their special Act, been converted into public highways which could never be rated, and a great part (about eight acres) had been sold to the Governors of St. Thomas's Hospital, who disputed their liability to be rated. It is material to observe the various dates. The plaintiffs had been elected to serve from Easter 1871, to Easter 1872; the works were commenced in 1865 and finished in 1870; and the parish accounts from 1865 to Easter 1871, had been duly audited, and were in fact closed. The court gave judgment for the parish upon all the numerous points involved. That the defendants were promoters within the meaning of the Lands Clauses Acts, although the undertaking which they promoted was not carried on for profit, was conceded. See *Whitchurch v. East London Railway Company* (30 L. T. Rep. N. S. 412). Eliminating from the decisions this and other points either admitted in argument or comparatively unimportant, we would call attention to three principal questions, the first two of them technical, and the third substantial. As to the first technical objection that the defendants "were discharged from liability by reason of the deficiency not having been demanded from time to time," we are somewhat surprised to read that "the court was much impressed at the time with the arguments on this branch of the case." However we soon afterwards find the important dictum that "the principle of rating relied upon, that those who incur the debt shall pay, and those who are entitled to the relief shall receive it, is necessarily elastic, and cannot be rigidly applied." Certainly a rigid application of it would have been most unjust to the parish as a whole, although it might have prevented a "speculative hardship" to some of the parishioners. The second technical objection, that the overseers in each year in which the deficiency accrued were the proper parties to sue, was not overruled so decisively, the court holding, not that the objection did not avail in an action, but that "the plaintiffs were the only persons who were when the demand was made, entitled to receive the money and enforce payment"—in what form of proceeding, it was not necessary to consider. The objection is one therefore which may be made again in a similar case, and may be considered, curiously enough, to be really untouched by the decision. The substantial question remains: Were the defendants liable to pay in respect of property which stood upon the sites of "streets and public places" made by the defendants which could never become assessable to the rates themselves? This difficult question, which is purely one of construction of sect. 133 of the Lands Clauses Act 1845, had been all but answered (*obiter*) in the negative by Baron BRAMWELL, in *Wheeler v. Metropolitan Board of Works* (20 L. T. Rep. N. S. 984; L. Rep. 4 Ex. 307). "It would certainly be strange" said the learned Baron, "if the promoters are made to make good the deficiency caused during the progress of their works, although as soon as the works are completed the parish will for ever be deprived of the assessment." The Court of Common Pleas, however, has, and on the whole we are inclined to think rightly, declined to follow Baron BRAMWELL's dictum. "Pushed to its legitimate conclusion" they say, "the argument would go far to neutralise the section altogether in its relation to the present case, for the works which it was the purpose of the special Act to accomplish, are all of them public ways and places which can never become assessable to the poor rate."

THE EUROPEAN ASSURANCE ARBITRATION.

THE European Assurance Arbitration is to be reconstituted. On the appointment of Lord Justice JAMES as arbitrator, it was announced that he was merely going to carry on the administrative part of the liquidation. The Amending Bill, which it is proposed to bring in, has now been issued. Its chief provision is to allow an appeal to the Court of Appeal in Chancery from any determination or order made before or after the passing of the Bill. The whole of the litigating part of the work that has been accomplished hitherto is thus liable to be upset. This will, of course, be a very serious matter. The justification for it is found in the preamble of the Bill, which states that in some cases of great importance the second arbitrator, Lord ROMILLY, differed in opinion from, and varied the determinations and orders of the first arbitrator, Lord WESTBURY, and that difficulty had ensued therefrom in the conduct of the administrative business of the arbitration. It is worthy of consideration whether the difficulty could not have been removed by allowing an appeal in these conflicting cases only. The time, however, within which notice of appeal from cases already decided must be given, is limited to three weeks after the passing of the Bill. In the case of future decisions, notice must be given within three weeks of the judgment.

As there is to be an appeal, the powers of the arbitrator will be

limited. Under the Act of 1872, he was to settle matters "not only in accordance with the legal and equitable rights of the parties as recognised in the courts of law or equity, but on such terms and in such manner in all respects as he in his absolute and unfettered discretion thinks most fit, equitable, and expedient, and as fully and effectually as could be done by Act of Parliament." Henceforth, he is to "settle and determine the matters referred to arbitration in accordance with what are in his judgment the legal and equitable rights of the parties as recognised in the courts of law and equity, and not otherwise."

The arbitrator may, if he think fit, state any question arising in the arbitration in the form of a special case for the opinion of the Court of Appeal. If this provision be made use of in cases of doubt and difficulty, the expense of appealing will be in great measure avoided.

The office of arbitrator is to be thrown open to barristers of fifteen years' standing, instead of being limited, as it is now, to present and past judges of the Superior Courts, and of the Privy Council. And his remuneration is to be what the Lord Chancellor may from time to time approve. Appeals from a barrister, however, may be heard by a single judge of the Court of Appeal; whereas appeals from the decisions of the arbitrators hitherto appointed must be heard by the full court.

The 8th clause provides that the arbitrator may appoint a day on which claims arising on policies or otherwise in the arbitration and not brought in and proved shall be barred.

When the Supreme Court of Judicature Act comes into operation, the Court of Appeal that will be established under it, will of course have jurisdiction in the arbitration instead of the Court of Appeal in Chancery.

It is understood that this Bill has the approval of the present arbitrator, Lord Justice JAMES, and that on its passing he will resign, and thereupon Mr. F. S. REILLY, of Lincoln's Inn, will be appointed arbitrator. Mr. REILLY has acted as assessor to Lord CAIRNS, in the Albert Arbitration, and to Lord WESTBURY and Lord ROMILLY, in the European.

DIGEST OF THE BANKRUPTCY DECISIONS OF 1874.

(Continued from page 228.)

DEBTORS' ACT 1869.

THE rights and remedies of a creditor against his debtor to enforce payment of the debt, may be suspended by the passing and registration of a binding resolution for a composition under the Bankruptcy Act 1869, s. 126 (*Edwards v. Coombe*, 27 L. T. Rep. N. S. 215; *Re Hatton*, *ibid.*, p. 396), but are revived upon default in payment of the composition according to the terms of the composition, and the creditor is then remitted to his former position. Therefore, where an order under the Debtors' Act 1869, was made by a judge against a debtor for payment of a judgment debt by instalments, and a resolution binding upon the judgment creditor under sect. 126 of the Bankruptcy Act 1869, was afterwards passed, whereby the creditors agreed to accept a composition upon their respective debts, and the debtor made default in payment of the first instalment of the composition: Held, that the creditor was entitled to proceed under the order, and upon proof that the debtor had not paid the instalments due in presence of it, but had the means wherewith to pay, could demand his committal to prison: (*Newell v. Van Praagh*, 29 L. T. Rep. N. S. 891.)

The court has no discretion to refuse an application for leave to issue a writ of attachment against a person making default in payment of money in a case falling within the exception 3 of sect. 4 of the Debtors' Act 1869.

DEBTOR'S SUMMONS.

WHERE a person, served with a debtor's summons, disputes the debt, the court will not require the alleged debtor to give security under the 7th section of the Bankruptcy Act 1869, if there seems to be as much probability that the defence will be successful as that the claimant will be able to establish his debt: (*Ex parte Turner, re Turner*, 31 L. T. Rep. N. S. 532.)

In the particulars of demand accompanying a debtor's summons taken out on behalf of a bank, the public officer of the bank described himself as such public officer, and demanded payment to himself of the amount of certain dishonoured bills of exchange which had been indorsed to the bank. He also (being a Quaker) made an affirmation, in which he described himself as the public officer of the bank, and stated that he was authorised to affirm that the debtor was duly indebted to the bank in the amount claimed, but did not state that he was authorised to take out the summons: Held (affirming the decision of the Chief Judge in Bankruptcy), that the demand and affirmances were sufficient under rule 15 of the Bankruptcy Rules 1870: (*Ex parte Lowenthal, re Lowenthal*, 30 L. T. Rep. N. S. 282.)

A shipwright claimed of the owner of a ship a sum of 3168*l.* odd for repairs, of which the latter admitted 650*l.* only to be due. The creditor having issued a debtor's summons against the debtor for the whole 3168*l.*, the debtor applied to the court to dismiss the summons, and, in support of his application, made an affidavit, in which he said that he was not indebted to him in such an amount as would justify the creditors in presenting a bankrupt-

petition against him: Held, that the affidavit was sufficient, but that the summons ought not to be dismissed. Held, too, that proceedings on the summons should be stayed, without requiring the debtor to give any security, pending an action by the creditor to establish his claim: (*Ex parte Rowan, re Kiddell*, 30 L. T. Rep. N. S. 625.)

After a bankrupt petition has been presented, and before adjudication, the petitioning creditor is not bound to accept payment, although, *semble*, he is at liberty to do so, but is entitled to insist upon an adjudication on proving his debt, and the commission of an act of bankruptcy; and this as well in the case of an act of bankruptcy under a debtor's summons as in any other: (*Ex parte Boss, re Whalley*, L. Rep. 18 Eq. 375.)

A debtor's summons for a debt exceeding 50*l.* was issued out of a County Court within the jurisdiction of which the debtor's father lived, the creditors being unable to find out his residence. The summons was served upon the debtor in London, the debtor having, after the summons was issued, stated that he resided at a house in London, to which the goods in respect of which the debt arose had been sent: Held (affirming the decision of one of the registrars) that as the debtor's summons had been issued out of a court within the jurisdiction of which the debtor did not reside, neglect to comply with it was not an act of bankruptcy within the Bankruptcy Act 1869, sect. 6, sub. sect. 6 (*Ex parte Boyle, re Plummer*, 30 L. T. Rep. N. S. 2).

A shipwright claimed of the owner of a ship a sum of 3168*l.* odd for repairs, of which the latter admitted 650*l.* only to be due. The creditor having issued a debtor's summons against the debtor for the whole sum, the debtor applied to the court to dismiss the summons, and in support of his application made an affidavit, in which he stated that he was not indebted to the creditor in the amount claimed in the summons, but did not say that he was not indebted to him in such an amount as would justify the creditors in presenting a bankruptcy petition against him. Held, that the affidavit was sufficient that the summons, however, ought not to be dismissed, but that proceedings on the summons should be stayed, without requiring the debtor to give any security, pending an action by the creditor to establish his claim: (*Ex parte Rowan, re Kiddle*, 30 L. T. Rep. N. S. 625.)

Where a person served with a debtor's summons disputes the debt the court will not require the alleged debtor to give security under the 7th section of the Bankruptcy Act 1869, if there seems to be as much probability that the defence will be successful, as that the claimant will be able to establish his debt: (*Ex parte Turner, re Turner*, 31 L. T. Rep. N. S. 532.)

DONATIONES MORTIS CAUSA.

So much doubt has, from time to time, been expressed as to the policy of still allowing *donationes mortis causa*, that it is surprising that no attempt has ever yet been made to remove this undoubted anomaly from our law. So long ago as 1827, Lord Eldon, in giving judgment in *Duffield v. Hicks* (1 Dow. & Clarke, 1), said, "It would be a much better improvement of the law than many of these improvements which have been lately talked of, if the *donatio mortis causa* were struck out altogether," and Lord Hardwicke and other distinguished judges have expressed their regret that the Statute of Frauds, when abolishing nuncupative testaments, did not include these death-bed gifts. It will be seen from the cases that the law has always regarded them with the utmost suspicion, because they offer so easy a means of evading the provision of the Statute of Frauds against nuncupative testaments. We may add that the Roman law from which we have adopted for the most part the principles as well as the name, looked upon these gifts with equal or even greater suspicion, for Justinian ordered that five witnesses should be requisite to prove them: (2 Inst. Tit. 7, *De Donationibus*.)

The most recent case on this subject (*Dunn v. Boyd*) is reported in the *Irish Law Times* reports last week. In noticing this case, it may be useful to take the opportunity of glancing at the authorities on the point, and endeavouring to ascertain what the law now is. The facts in the case alluded to are these: Henry Robinson, on the 20th March 1873, being then afflicted with a mortal illness, told his sister, Sarah Dunn, that he wished that on his death his sister, Anne Boyd, should get £300 out of his property, and that all the rest of his property should go to Sarah Dunn, and her husband, James Dunn, except 450*l.* to their children. On the same day Henry Robinson said that if James Dunn would get Mr. Mathewson or Mr. James Carlisle, J.P., to go with him to the Provincial Bank, it would be all right. On the following day Henry Robinson desired James Dunn to send for Mr. Mathewson. When Mr. Mathewson arrived, Henry Robinson desired Sarah Dunn to bring him the drawer which contained his paper, but being unable to find what he wanted in it, by reason of his weakness, he said to Mr. Mathewson the words "provincial receipts." Mr. Mathewson then found three deposit receipts of the Provincial Bank. H. Robinson told Mr. Mathewson to set down the amounts, which he did; and then directed him to write the following order, which was signed by Robinson: "21, Garmoyle-street, Belfast, March 21, 1873.—

Please deliver to Mr. James Dunn, the value of the three deposit receipts, amounting to £1098 10*s.* 5*d.*, with interest thereon.—H. Robinson. To the Manager of the Provincial Bank, Belfast." The only deposit receipts possessed by him were these three receipts. Robinson, after signing the order, either handed the receipts to J. Dunn, or directed Mathewson to hand them to him. Mathewson then suggested to him that as J. Dunn was to obtain payment of the receipts, he should endorse them. At this suggestion Robinson proceeded to endorse the deposit receipts, and endorsed one of them with his usual signature, which was thereupon handed back by Mathewson to J. Dunn. Robinson then proceeded to endorse another deposit receipt, and wrote thereon the letters "H. R." He then became faint, and was unable to complete the endorsement thereof, or to endorse the remaining deposit receipt. All the deposit receipts and the aforesaid order remained in the possession of J. Dunn. Robinson died within a few minutes afterwards; he left no will, and was a widower, without children. Letters of administration were granted to Sarah Dunn. The Bill prayed for a declaration that the delivery of the three bank deposit receipts constituted a valid *donatio mortis causa* to J. Dunn, upon trust. Upon these facts Vice-Chancellor Chatterton delivered judgment as follows: That the validity of the *donatio mortis causa* must depend upon those facts which occurred on the day of the death of the deceased; that in all cases of this class the question of the intention must be clearly proved (referring to *McGonnell v. Murray*, 3 Ir. L. J. 568); that the order for payment could not operate as a *donatio mortis causa*, as it was a cheque, and revoked shortly after it was signed; that the proof of actual manual delivery was not clear; that assuming that what took place was a manual delivery, there was no evidence of a gift; that if there was any evidence of a gift, it was of an absolute gift to James Dunn; that, though a *donatio mortis causa* may be given with a condition of trust, here there was no contemporaneous declaration of trusts; and that for these reasons there was here no *donatio mortis causa*.

Ward v. Turner is the leading case on this subject. In that case, (reported in 2 Ves. Sen. 431-7), it was held, as regards these gifts, that an actual delivery is indispensable to vest the property, if the subject-matter is capable of delivery. If it be not so, there must be a delivery of what is equivalent to it at law. In the case of stock in the funds, delivery of the receipts for the price will not pass the money, though accompanied by parol expressions of gift in contemplation of death. The principles elucidated in the elaborate judgment of Lord Hardwicke have not been since materially departed from; and though at one time there was a tendency to extend those principles (see Vice-Chancellor Hall's judgment in *Moore v. Moore*, L. Rep. 18 Eq. 474); the more recent cases revert to the old strictness of construction: (*McGonnell v. Murray*, 3 Ir. Eq. R. 460; *Gosnahan v. Grice*, 7 L. T. Rep., N. S. 81; *In re Patterson*, 10 L. T. Rep., N. S. 801). In *Moore v. Moore* (*ubi sup.*), Vice-Chancellor Hall, having to decide whether (1) railway stock, and (2) a banker's deposit note, could be the subjects of *donationes mortis causa*, held on the authority of *Ward v. Turner* (*ubi sup.*), that the first could, and on the authority of *Witt v. Amis* (*ubi post*), that the second could not be so; but hinted that, although able thus to follow the letter of both judgments, they were hardly reconcilable in principle. The doctrine of *Witt v. Amis* (4 L. T. Rep. N. S. 283), and *Amis v. Witt* (33 Beav. 619), that a policy of life insurance and a banker's deposit note may be the subjects of a *donatio mortis causa*, was also doubted in *McGonnell v. Murray* (*ubi sup.*), where it was held that the delivery of the book of a depositor in a savings bank was not sufficient to constitute a gift of the money deposited. In *Gosnahan v. Grice* (*ubi sup.*), Lord Kingsdown, in giving judgment against the validity of the gift sought to be established in that case, said, "The burden of proof is on the donee, and his case must be supported by the clearest and most unequivocal evidence." This is the real ground of the decision in *Dunn v. Boyd*. Had there been clear evidence of the actual delivery of the bank deposit receipts to the alleged donee, it might have been difficult to distinguish this case from *Moore v. Moore* (*ubi sup.*), although the principles laid down in *Ward v. Turner* (*ubi sup.*), would certainly seem opposed to the recognition of such delivery. As regards the declaration of trust, there is no doubt that such a condition will not invalidate a *donatio mortis causa* (*Drury v. Smith*, 1 P. Wms. 404; *Hills v. Hills*, 8 M. & D. 401); but what has been stated about the delivery applies also to the declaration of trust, that it must be established by the clearest evidence; and it must be contemporaneous with the delivery. As regards the order for payment, written by Mathewson and signed by deceased, that was, as Vice-Chancellor Chatterton says, a cheque, and it is well established that a cheque cannot operate as a *donatio mortis causa*, unless cashed in the life-time of the donor: (*Tate v. Hilbert*, 2 Ves. 111; *Hewitt v. Kaye*, L. Rep. 6 Eq. 198). The points directly decided in *Tate v. Hilbert* are that a *donatio mortis causa* must be made in contemplation of speedy death, and so that it is only to take effect in case of death; and that a cheque will not operate as an appointment, if the donee retain it in his possession till after the donor's death. Precisely to the same effect—that a *donatio mortis causa*, when a cheque, is revoked by the death of the donor if not pre-

viously cashed—is *Hewitt v. Kaye* (*ubi sup.*). The only case that throws any doubt on this doctrine (unless the extension of principle in *Witt v. Amis*, *ubi sup.*, & *Moore v. Moore*, *ubi sup.*, be thought to go so far) is *Lawson v. Lawson* (1 P. W. M. 441), where a husband, having drawn a bill on a goldsmith for 100*l.* for his wife's mourning, that was held a good *donatio mortis causa*. This decision, however, which Lord Hardwicke said he did not very well understand, is well distinguished by Lord Loughborough in *Tate v. Hilbert* (*ubi sup.*): "There was an appointment of the money in the banker's hands to the extent of 100*l.* for the particular purpose expressed in a written appointment, which is a purpose that necessarily supposes his death. Therefore that case is perfectly well decided. But upon that decision I cannot say, that in all events drawing a cash note upon a banker is an appointment of the money in his hands." The case of *Boult v. Ellis* (17 Beav. 121), is perfectly in concord with these cases, though it has been sometimes brought forward against them. There A., four days before his death, gave his wife a cheque for 1000*l.*, which she exchanged by his direction for one of B's, which was post-dated, and therefore void. B. cashed A.'s cheque two hours before A.'s death, and B. afterwards gave A.'s widow a good cheque for 1000*l.*, which was paid to her. Held, that it was a good *donatio mortis causa*. Here A.'s cheque was cashed before it was revoked by A.'s death, and the fact that A.'s wife had paid it away, and, through a mistake of the payee, not received consideration for it, could not invalidate it.

As regards the fact of the deposit receipts in *Dunn v. Boyd* not having been completely endorsed, that would probably not of itself have affected the validity of the gift. In *Veal v. Veal* (27 Beav. 303) it was decided that a promissory note, payable to order, might be the subject of a good *donatio mortis causa*, though unindorsed. These gifts are analogous to legacies; they are subject to the claims of creditors (*Tate v. Hilbert*, *ubi sup.*), and no probate is required of them (*Lawson v. Lawson*, *ubi sup.*). It was at one time doubted whether they were not constructively abolished by the Wills Act (7 Will. 4 & 1 Vict. c. 26), but this doubt was negated by *Moore v. Dutton* (4 De G. & J. 517). A gift of bills of exchange payable to the donor or order is a good *donatio mortis causa* (*Rankin v. Weguelin*, 27 Beav. 309); so is a mortgage, or a bond given as a collateral security for money due on mortgage (*Duffield v. Hicks*, *ubi sup.*). In this last case Lord Eldon overruled *Duffield v. Elwes* (1 Sim. & Tin. 239), although that had been decided by Sir J. Leach, on Lord Eldon's advice. Lastly, in *Re Patterson*, it was held that where circumstances indicate an intention to make a testamentary gift, but the gift fails through want of proper attestation, a *donatio mortis causa* will not be presumed (10 L. T. Rep. N. S. 801). The reason of this is not only the suspicion with which these gifts are always to be regarded, but also the rule that the donor must, at the time of the supposed gift, part with all dominion over it (*Hawkins v. Blewitt*, 2 Esp. 663).

LEGISLATION AND JURISPRUDENCE.

EUROPEAN ASSURANCE SOCIETY ARBITRATION.

A BILL for amending the European Assurance Society Arbitration Acts 1872 and 1873. (The words printed in italics are proposed to be inserted in committee):—

Whereas by the European Society Arbitration Act 1872 (in this Act called the Arbitration Act of 1872) provision is made for effecting a settlement of the affairs of the European Assurance Society and of other companies by arbitration:

And whereas Richard Baron Westbury the first arbitrator proceeded in the arbitration and after his death John Baron Romilly, the second arbitrator further proceeded therein and is now deceased:

And whereas in some cases of great importance as affecting the liquidations of the companies subject to the arbitration the second arbitrator differed in opinion from and varied the determinations and orders of the first arbitrator and difficulty has ensued therefrom in the conduct of the administrative business of the arbitration:

And whereas the Arbitration Act of 1872 enacts to the effect that no order of the arbitrator shall be subject to review or appeal and consequently under that Act there is no provision for the settlement of the differences of opinion between the first and the second arbitrator and by reason of the absence of any such provision and for other reasons it is expedient that provision for an appeal be now made:

And whereas it is expedient that the closing of the several liquidations under the arbitration be expedited and facilitated, and that for that purpose provision be made for the absolute barring of claims and the final disposal of assets:

And whereas the Arbitration Act of 1872 enacts to the effect that if any arbitrator dies resigns or becomes incapable of acting or unwilling to act an arbitrator shall be appointed in his place by the Lord Chancellor being a person filling or having filled the office of a judge in one of the Superior Courts of law or equity in the United Kingdom, or being a member of the Judicial Committee of the Privy Council:

And whereas it is expedient that power be given for the appointment of a person not so qualified:

And whereas for the purposes aforesaid and for divers consequent and other purposes it is expedient that the provisions of the Arbitration Act of 1872 be in various respects enlarged or modified:

And whereas the objects aforesaid cannot be effected without the authority of Parliament and Sir William Milbourne James one of the Lords Justices of the Court of Appeal in Chancery now the arbitrator has approved of the Bill for this Act:

May it therefore please your Majesty that it may be enacted and be it enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal

and Commons in this present Parliament assembled and by the authority of the same as follows:

1. This Act may be cited as "The European Assurance Society Arbitration Act 1875."

The European Assurance Society Arbitration Acts 1872 and 1873 and this Act may be cited together as "The European Assurance Society Arbitration Acts 1872 1873 and 1875," and are in this Act referred to together as the Arbitration Acts.

2. This Act, as far as may be, shall be read and have effect as one Act with the European Assurance Society Arbitration Acts 1872 and 1873.

In the Act "the arbitrator" means the arbitrator for the time being under the Arbitration Acts.

3. The Court of Appeal in Chancery shall have jurisdiction and power to entertain an appeal from any determination or order of the arbitrator given or made before or after the passing of this Act, and to hear and determine the same as if it was brought in the course of the appellate jurisdiction of that court under the Companies Act 1862, save that (subject to the provisions of this Act) it shall be heard and determined by the full court.

An appeal shall lie from any determination or order of the arbitrator accordingly, but such an appeal shall not be heard in any case unless notice thereof in writing is given to the party respondent as regards any determination or order given or made before the passing of this Act, within three weeks after the passing of this Act, and as regards any determination or order given or made after the passing of this Act, within three weeks after the same is given or made.

4. The rules and practice for the time being applicable to appeals under the Companies' Act 1862 shall, subject to any rules or orders of the Court of Appeal in Chancery to the contrary, extend and apply to appeals under this Act.

5. No appeal shall lie from a determination or order of the Court of Appeal in Chancery under this Act.

6. Where goods or chattels are taken or intended to be taken in execution under process issued under the Arbitration Acts, and a claim is made thereto, or to the proceeds or value thereof, by any person other than the person against whom process was issued, the Arbitrator shall have in respect thereof the like powers, authorities, and jurisdiction for adjustment of claims, and for protection or relief of the sheriff or other officer, and otherwise as the Court of Chancery would have on a bill of interpleader or bill in the nature thereof duly filed in that court by competent parties, and the like powers, authorities, and jurisdiction as a Superior Court of law, or a judge thereof would have in case the process had been issued out of a Superior Court of law, and may direct in what court an issue directed shall be prepared and tried, and the same may be tried accordingly.

7. Section nine of the Arbitration Act of 1872 (confering on the arbitrator all the powers, authorities, and jurisdiction vested in or exercisable by the Court of Chancery or a judge thereof in court or at chambers in the liquidation

of any of the companies scheduled thereto pending at the passing of that Act) is hereby extended so as to confer on the arbitrator for the purposes of the liquidation of any of the companies subject to the arbitration, all powers, authorities, and jurisdiction vested in or exercisable by the Court of Chancery or a judge thereof in court or at chambers by or under any statute passed or to be passed before or after the passing of the several Arbitration Acts or otherwise.

8. The arbitrator may, if he thinks fit, by order appoint a day on which claims arising on policies or otherwise, in the arbitration, and not brought in and proved, shall be barred, and the same shall by virtue of that order and this Act be absolutely barred accordingly.

9. The arbitrator may, if he thinks fit, cause to be paid into the Court of Chancery any sums left unreceived by the parties entitled thereto, by a day appointed by the arbitrator, including sums of the following kinds (that is to say):

- (a) Dividends allotted and directed to be paid.
- (b) Premiums received in the Court of Chancery on the term of being returned in certain events.
- (c) Sums received from contributories for calls, and directed to be returned to them.
- (d) Sums received from contributories for calls and not required for discharge of claims, but too small in aggregate amount to be divided among and returned to the contributories.

10. Where any sums are so paid into the Court of Chancery, there shall be filed in the court, under the direction of the arbitrator, a list, distinguishing the sums paid in, and the names, addresses, and descriptions of the several persons entitled thereto, as far as the same have been ascertained in the arbitration.

The list shall be conclusive evidence of the title of those persons to those several sums.

The court shall from time to time on application at chambers cause those several sums (subject to payment of any proper costs or expenses) to be paid out to the persons entitled thereto according to the list or to their respective representatives or assigns.

11. The arbitrator may if and as far as the provisions of this Act authorising payment into the Court of Chancery are not applicable or are for any reason not applied deal with and dispose of sums left unreceived as aforesaid and may deal with and dispose of other undistributed assets or sums in such manner as with respect to those several classes of sums or assets he considers most equitable and expedient.

12. Any vacancy in the office of arbitrator happening after the passing of this Act may (notwithstanding anything in sect. 26 of the Arbitration Act of 1872) be filled by the appointment by the Lord Chancellor of a barrister of fifteen years' standing or upwards and the provisions of the Arbitration Acts relating to the arbitrator shall extend to any person so appointed, subject to the following exceptions and qualifications:

- (1.) He shall (notwithstanding anything in sect. 8 of the Arbitration Act of 1872)

settle and determine the matters referred to arbitration in accordance with what are, in his judgment, the legal and equitable rights of the parties, as recognised in the courts of law and equity, and not otherwise, without prejudice, nevertheless, to the powers conferred on the arbitrator by this Act in relation to the dealing with and disposal of sums left un-received, and other undistributed assets or sums.

- (2.) He may, if he thinks fit, state any question arising in the arbitration in the form of a special case for the opinion of the Court of Appeal in Chancery.
- (3.) An appeal from him, and the question in a special case stated by him, may be heard and determined by any one or more of the judges of the Court of Appeal in Chancery.
- (4.) He may if he thinks fit submit any matter arising or any proceeding proposed or required to be taken by him in the arbitration for the direction or approval of the Lord Chancellor or of one of the Lords Justices of the Court of Appeal in Chancery and he shall act according to any such direction or approval.
- (5.) His final award shall be made not later than the 31st Dec. 1876 or within such extended time if any as the Lord Chancellor or one of the Lords Justices of the Court of Appeal in Chancery by writing under his hand from time to time thinks fit to allow.
- (6.) The provision of the Arbitration Act of 1872 relating to remuneration shall not apply to him and his remuneration shall be such as the Lord Chancellor from time to time approves.

13. On the Supreme Court of Judicature Act 1873 coming into operation all jurisdiction and powers of the Court of Appeal in Chancery under this Act shall be transferred to and vested in Her Majesty's Court of Appeal established by the Supreme Court of Judicature Act 1873 as amended by any subsequent Act and for the purposes of this Act there shall be substituted for the Lords Justices of the Court of Appeal in Chancery or one of them such judges or judge of Her Majesty's Court of Appeal as the Lord Chancellor from time to time thinks fit by writing under his hand to designate in that behalf.

14. All costs charges and expenses preliminary to and of and incidental to the preparing of applying for obtaining and passing of this Act shall be paid out of such money subject to the arbitration as the arbitrator directs.

SOLICITORS' JOURNAL.

THE Council of the Incorporated Law Society has it appears sanctioned the president addressing a complaint—none was ever better founded—to the several Inns of Court upon the subject of the obstructions placed by their ancient and honourable societies in the way of solicitors desiring to be called to the Bar. It is difficult to believe that such an application should have been made, but it was so on the 10th of Nov. last, and up to within a few days it has been a matter of profound secrecy. These inns enjoy a great monopoly on which their very existence depends, and is it reasonable, weak, to suppose that those who are accredited with the duty of representing these bodies will deliberately contribute to their own downfall? We understand that the Joint Committee of the Four Inns of Court, appointed by order of the several societies to confer on the letter received from the president of the Incorporated Law Society, which referred plainly to the expediency of revising the rules and regulations having reference to the call to the Bar of gentlemen who have been attorneys and solicitors or articulated clerks, with a view to shortening the period now necessary before such persons can be called to the Bar, after being struck off the rolls or having their articles cancelled, have unanimously come—they are always unanimous—to the following resolution:—"The committee having considered the letter of the President of the Incorporated Law Society of 10th Nov. 1874, desiring that the rule of the Four Inns of Court requiring solicitors to have given up practice for three years before they are called to the Bar be repealed, beg to report their unanimous opinion that it is inexpedient to do so. They think it should also be borne in mind that by Act of Parliament, 23 & 24 Vict. c. 127, continuing former Acts with only slight modifications, a barrister cannot become an attorney until he has ceased to be a barrister for three years." Why it is considered "inexpedient" we are not told, and for want of better reasons the "Joint Committee" fall back on the *tu quoque* argument,

and complain of the provisions of section 3 of the Solicitors Act of 1860, as if, for once in the way, two wrongs made a right. The "Joint Committee" know very well that the council of the Incorporated Law Society could not and would not defend the propriety of the provisions of this section, modified even as it is by the one-sided enactment of sect. 16 of the Act so much in favour of the Bar. Parliament, however, and Parliament only, is the place for discussing a question of such vital importance to the public. If the Profession is to be reorganised it must be done by one measure, having an equal effect upon both branches. The change we think would be desirable, but until attainable, such steps as that taken by the Incorporated Law Society are, in our opinion, ill judged and undignified.

THE office of coroner for the the southern division of the county of Hants is likely to be somewhat warmly contested. We announced in our last issue that there were three candidates in the field, all solicitors. Mr. Goble has retired, and of the two remaining, the success of Mr. Harvey can hardly be doubted, for, in addition to the fact that he has for a long time (thirteen years) past acted as deputy to the late coroner, his professional experience extends over a period of twenty years, while his opponent has only been admitted about six years. We direct attention to the manner of electing a coroner. In the present instance the freeholders (with whom elections in all cases rest), number under 1500, and the polling will take place as far as eight or nine miles from districts in which very many of such freeholders reside. It is certain, therefore, that a large number of votes will not be polled, and the candidates will be at an unusually heavy expense in the matter. There has been something like a *finesse* in the retirement of the third candidate, who has done so "in favour of" one of the other two. The whole machinery for carrying on a contested election for coroner bears a close resemblance to a county contest for representation in Parliament. That the statute which vests the power of electing coroners in freeholders only, is almost as ancient as the origin of the rights and responsibilities of such freeholders, might have been assumed, but to defend the propriety of allowing such an enactment to continue in our statute books, is out of the question. What greater anomaly can be pointed to than that while householders paying rates and taxes on rentals amounting, it may be, to hundreds of pounds, possess votes for the election of persons to serve in Parliament, they have no voice in the election of coroner, voting for which is restricted to "freeholders," if to the extent only of forty shillings in value. We must not be understood to advocate the extension of this franchise to householders paying a certain rental or otherwise, for, in our opinion, both freeholders—some of whom are created for electioneering purposes only—and householders, may well be relieved from voting in such an election altogether. The power might wisely be vested in the justices of the peace for counties, or the sheriff or some other authority in a county having a knowledge of the requirements, appertaining to such an office and of a particular district.

THE vacancy caused in the office of chief clerk in the chambers of Vice-Chancellor Sir Richard Malins, owing to the appointment of the late clerk, Mr. J. A. Buckley, to the vacant taxing mastership, has been filled by the appointment of Mr. Shearme, of the firm of Messrs. Bridges and Co., of Red Lion-square, London. The appointment is worth £1200 a year. It has been said on high authority, and generally admitted, that the chief clerks in Chancery are among the hardest worked men in the State service; their duties have been greatly enlarged since their first appointment, and their remuneration is moderate compared with the work which they are now called upon to undertake. Mr. Shearme is the junior member of his firm.

A LAY contemporary observes as follows in its leading article upon the subject of solicitors and accountants:—"We are, of course, not liable in any way for the doings or pretensions of the so-called accountants, who profess to transact every style of business from bankruptcy to conveyancing, and from advising on simple points of law to carrying through a law suit. The men who frame these announcements are not in reality accountants at all. They are mere outsiders doing all sorts of work, and seeking to obtain credence in their professions of professional knowledge by usurping the title of accountants. 'Captain' is, we all know, a good travelling name, and possibly 'accountant' may be considered a good business name, but it is as absurd to consider the eminent body of men who form the backbone of the profession as responsible for the vagaries of their

self-styled associates, as it would be to consider the whole military service disgraced by the acts of a swindler who styles himself a captain." The above seems to suggest the question, what is an accountant and what are his duties? Our impression is that with a comparatively few exceptions most accountants "do all sorts of work." We cannot, and do not, however, complain of the spirit and tone which animates our contemporary in considering the above questions.

WE regret to have to announce the death of Mr. George Cornelius Stigant, J.P., solicitor, of Portsmouth. He was admitted on the rolls in Trinity Term 1821, and was in active practice in that borough for over fifty-three years. In politics the deceased was a staunch supporter, and one of the chief political agents, of the Conservative party in this seaport. He was an alderman of the borough, and had three times filled the civic chair. He was one of the few solicitors in England who have been placed in the Commission of the Peace for Boroughs. It may be safely said of him that he filled almost every position in the town to which a man of honour, judgment, and sound learning can aspire. As a magistrate his decisions were universally respected. The Mayor and municipality followed the remains of the deceased to the grave.

In another column we report the decision of the Court of Common Pleas upon alleged malpractice by a solicitor, and which has been brought before the court by the Incorporated Law Society. We share the opinion expressed by Mr. Justice Keating that the Society was well advised in bringing such a matter before the court. We consider the judgment of the court is equally a matter for congratulation. The readiness with which some taxing masters avail themselves of the omissions of solicitors, leading to a loss in the amount of taxed costs, is unfortunate, but it is no justification for the adoption of such a seriously irregular course as seems to have attended the taxation in question.

WE announced in our last issue that at a recent Special General Court of the Members of the Law Association, it was resolved that no action be taken with a view to amalgamation with the Solicitors' Benevolent Association. We learn, however, that the meeting was well divided upon the question. "A resolution affirming the desirability of a union of the two societies, if it could be effected without injury to the position or prospects of the persons for whose benefit the Law Association was founded, was moved by Mr. Sydney Smith, and opposed by Mr. J. W. Proudfoot, who argued that the scheme was impracticable, for if the two institutions were brought together no amount of manipulation would put them upon an equality. Mr. Clabon, and other members, spoke favourably of the proposal, and suggested the appointment of a committee to report upon its practicability. Mr. G. H. Sawtell moved as an amendment 'That no action be taken in the matter at present.' The subject was discussed at considerable length, and at the conclusion of the debate a show of hands was taken, giving twenty-six for the amendment and seventeen against it." We can only say that the result of the vote is much to be regretted, and we sincerely hope that an early opportunity will be taken of bringing the matter forward again. There need not be any difficulty which might not be surmounted by concessions on the part of each society. Why the committee which Mr. Clabon suggested should be appointed, was not elected, we cannot understand. No possible harm could have come of such a course.

THE number of gentlemen applying to be admitted during Easter Term next is 141, whose names are published in another column. The notices of admission for last Term, pursuant to judges' orders, numbered eight, and thirty-nine gentlemen gave renewed notices for admission in the same Term. There were thirty-eight notices of applications to take out or renew solicitors' certificates, in the majority of cases for the 2nd inst., and one notice was given of application for re-admission in last Hilary Term.

MR. R. J. PAWLEY, who is not a member of either branch of the Profession, has been unanimously elected, by the Court of Common Council of the City of London, to the office of Registrar of the Lord Mayor's Court at a salary of £700 a year. There is no doubt that Mr. Pawley's long experience of the business of the court rendered the appointment desirable. In case of doubt on points of law the new registrar can fall back on Mr. Brandon, the recently appointed assistant judge, for counsel and advice.

REFERRING to the observations in our last issue upon the subject of the notice posted in the Bow County Court, we have received an authenticated copy which we give below. "Notice is hereby

given that agents now admitted to practise in this court are required by order of the judge to sign the agents' book. By the like order no person will for the future be allowed to practise as an agent in this court, except by leave of the judge, to be obtained on production of testimonials.—CHAS. FREDK. HOBBS, Registrar. 7th August, 1874." This is certainly a feather in the caps of County Courts agents.

COURT OF COMMON PLEAS.

Thursday, Jan. 23.

(Before KEATING, BRETT, GROVE, and DENMAN, JJ.)

Re KISCH, an ATTORNEY.

Taxation of costs—Improper issue of subpoenas for purpose of.

KEATING, J.—This is a case in which we have had considerable doubt and hesitation. That doubt and hesitation has arisen from the consideration of how far the charge originally suggested against this attorney was made out so as to satisfy us judicially that he had been guilty of it. The charge originally suggested was one of a very serious character. It was that of designedly not issuing any subpoenas whatever, and not having issued the number of subpoenas that he ought to have issued. That he then made an affidavit at variance with the facts, and with an endeavour to carry out and support that affidavit, by perpetrating a fraud upon the Master, by the production of subpoenas which evidently were only issued upon the day upon which he made his affidavit, and if that had been established to our satisfaction judicially, we should certainly have been forced to inflict upon the attorney a very severe punishment, and the most that I can say with reference to it is, that it is not made out with that clearness that would satisfy us judicially upon the point; and we ought not to act upon what may be suspicion, but, giving the attorney credit to the utmost extent that we are able to go in his favour, giving him credit for his having given orders to issue the requisite number of subpoenas, and his belief that the requisite number of subpoenas had been issued, when it was discovered that the requisite number had not been issued, we cannot help coming to the conclusion that he did undoubtedly, by what must be termed malpractice, endeavour to cure what, taking the most charitable view of it, would be a gross blunder; that he attempted to cure that by endeavouring to induce the Master to believe that which certainly was not in accordance with the fact. Now this, although undoubtedly of a very different character from what would have been the offence to which I have referred, is in itself one which the court cannot sufficiently stigmatise as being exceedingly objectionable. It is a course which, if pursued, would lead to all sorts of confusion, and tend directly to fraud, and therefore the court think it was a case in which it behoved the Law Society to institute the inquiry which they have done, and to bring this matter before the court. Having been brought before the court, we are disposed to take the most lenient view of it that we can, consistently with our duty; but the attorney in this case must hold himself admonished, and seriously admonished, to be most cautious in future how he is engaged in any transaction resembling the present. Under the circumstances of the case, we think we are justified in looking upon it without extending the punishment to suspension. We direct this solicitor to consider himself admonished to the full extent to which I have referred, and we order that he pay the whole costs of this application.

WORTHINGTON v. JEFFRIES.

Prohibition to the Mayor's Court.

This was a rule for a prohibition against the Mayor's Court, on the ground that the cause of action did not wholly arise within the jurisdiction. Grantham showed cause.—He admitted that upon the decided cases he could not contend that he was right ought not to go, but stated that he was instructed by the City Solicitor, who was anxious to settle the limits of the jurisdiction of the court, to ask the court to require the plaintiff to declare a prohibition, in order to carry the matter to a court of error. He maintained that there was a matter of right, and cited a dictum of Lord Mansfield in the case of *St. John's College v. Toddington*, reported in Burrows, in which that learned judge said: "When the court is clearly of opinion that there is a sufficient ground for the prohibition, the defendant has a right to put the plaintiff to declare at his jurisdiction may not be taken from him; a summary way where no writ of error will lie." He said that the case had not been previously tried to the court.

W. W. Wood supported the rule.

The Court were clearly of opinion that the prohibition must go, and that if it was in their discretion to decide whether there should be a

declaration in prohibition, leave should not be granted, but, out of respect for the dictum of Lord Mansfield, they took time to consider whether leave to declare in prohibition was a matter of right.

COURT OF COMMON COUNCIL.

At the last meeting of the council, the following formed part of the proceedings:

THE CITY OF LONDON COURT.

Mr. Monkton, the town clerk, read a letter under date of yesterday, addressed by Mr. Commissioner Kerr to the Lord Mayor, inclosing a copy of a writ of prohibition issued by the Court of Exchequer in an Admiralty suit which had been instituted in the City of London Court. The Commissioner stated that he had the misfortune to differ entirely in opinion from the Officers and Clerks' Committee of the Corporation as to the way in which proceedings of that nature ought to be dealt with, and he therefore thought it desirable, in the interest of the suitors, to bring the writ of prohibition under the notice of the Court of Common Council, in order that the court might, in its wisdom, direct what course should be taken in the matter.

The letter was referred to the Law and Parliamentary Committee.

THE MAYOR'S COURT.

Mr. Deputy Shephard, in the unavoidable absence of Mr. F. Kent, chairman of the Law, Parliamentary, and City Courts Committee, brought up a report from that body of the reference to them to consider the necessary arrangements to be made for the future conduct of the business of the Mayor's Court in consequence of the appointment of Mr. Brandon as assistant judge, and the passing of the Local Courts of Record Act 1872, and recommending that Mr. E. J. Pawley be appointed registrar, at a salary of £700, he accounting for the proceeds of the sale of printed papers (stated by Mr. Lowman Taylor yesterday to average nearly £200 a year); and, further, as regarded the office of deputy-registrar, that should the court agree to the foregoing recommendations, the committee be authorised to select three candidates, whose names should be submitted to the Common Council, in order that one of them might be elected as deputy-registrar, at a salary of £300 a year.

The report became the subject of a long discussion, in the course of which two amendments were proposed, both of which were lost on a show of hands, and the original motion in substance was adopted.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

LESLIE (Henry Hammer), Seaport Lodge, Bushmells, Co. Antrim, Ireland, Reg. 2386 3s. 10d. Three per Cent. Annuities. Claimant said Henry Hammer Leslie.

ROSE (Wm.), The Lodge, Woodland Park, Leatherhead, gardener; and PRINCELOTT (Samuel), Harrington-square, coal merchant. £21 4s. 2d. Three per Cent. Annuities. Claimants said Wm. Rose and Samuel Princelott.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BARRY (RAILWAY COMPANY).—Creditors to send in by Feb. 27 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Joseph W. Blundell, 16, Gresham-street, London, the official liquidator of the said company. March 10, at the chambers of V. C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

BRADFORD TRAMWAY COMPANY.—Petition for winding-up, to be heard Feb. 13, before V. C. B.

LEICESTERSHIRE AND NORTH OF ENGLAND FIRE INSURANCE COMPANY (LIMITED).—Petition for winding-up to be heard Feb. 13, before the M.R.

LELAND AND CANTON DISTRICT MARKET COMPANY.—Creditors to send in by March 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Wm. C. Clarke, 4, Crookherbtown, Cardiff, Glamorgan, the official liquidator of the said company. March 13, at the chambers of the M.R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

MOUNTAIN CHIEF MINING COMPANY OF UTAH (LIMITED).—Petition for winding-up to be heard Feb. 12, before V. C. M.

PEOPLE'S COAL AND COLLIERY COMPANY (LIMITED).—Creditors to send in by March 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to John Smith, of the firm of Harding, Whinney, and Co., & Old Jewry, London, the official liquidator of the said company. March 13, at the chambers of the M.R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

STEAM STOKER COMPANY (LIMITED).—Petition for winding-up to be heard Feb. 13, before V. C. B.

THAMES IRON WORKS, SHIP BUILDING, ENGINEERING, AND DRY DOCK COMPANY (LIMITED).—Creditors to send in by March 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Edwards and Divers, 18, King-street, Chesham, London, the liquidators of the said company. March 9, at the chambers of V. C. M., at twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ATTWOOD (Benjamin), Pengelly House, Cheam, Herts., and Bulwich Hill, Surrey, Esq. Feb. 25; F. O. Mathews, solicitor, 12, Queen-street, London. March 5; V. C. M., at twelve o'clock.

BLACK (Rev. Archibald P.), M.A., The Manse, Frederick-place, Bow-row, Middlesex. March 5; R. Vincent, solicitor, 29, Budge-row, Cannon-street, London. March 10; V. C. M., at twelve o'clock.

CASSE (Ann A.), Winterton House, St. John's Wood-place, Regent's Park, Middlesex, widow. March 2; William Collinson, solicitor, 27, Bedford-row, London. March 16; M. R., at eleven o'clock.

CREMER (Eliza), Castellan Villas, Barnes, Surrey, spinster. Feb. 15; R. Smith, solicitor, 7, New-square, Lincoln's-inn, Middlesex. March 1; M. R., at eleven o'clock.

EATON (Mary A.), 2, Hamlet-terrace, Baddow-road, Chelmsford, Essex, widow. Feb. 23; H. Henry Nicol, solicitor, 48, Lime-street, London. March 12; M. R., at eleven o'clock.

EATON (Robert), jun., 2, Hamlet-terrace, Baddow-road, Chelmsford, Essex. Feb. 20; H. Nicol, solicitor, 48, Lime-street, London. March 12; M. R., at eleven o'clock.

ELDRIDGE (Geo.) Havant, Southampton. March 8; O. J. Longcroft, solicitor, Havant. March 19; V. C. H., at twelve o'clock.

FRYER (Moulton), Basingstoke, Hants, Esq. March 10; Chas. Dorman, solicitor, 23, Essex-street, Strand, Middlesex. March 17; V. C. H., at twelve o'clock.

GAY (John), 10, Bridge, Chesham, Bucks. Feb. 29; Frederick Grain, solicitor, Cambridge. March 1; V. C. B., at twelve o'clock.

GEORGE (Ellen), Harrogate, York, widow. Feb. 24; Jas. Cook, jun., solicitor, Bridgewater. March 10; M. R., at eleven o'clock.

HOLROYD (Geo. F.), 4, Bina-road, South Kensington, Middlesex, and Connaught Temple, Michael, near Youghal, Cork. March 1; J. N. Males, solicitor, 11, Austin-friars, London. March 20; M. R., at twelve o'clock.

JONES (Chas.), 6, Eccleston-street, Piccadilly, Middlesex, baker. March 1; Richard W. Wall, solicitor, 5, New Inn, Strand, Middlesex. March 11; V. C. H., at one o'clock.

KING (Jas.), Alvechurch, Worcester, farmer. Feb. 15; John R. Horton, solicitor, Bromsgrove, Worcester. Feb. 23; V. C. M., at twelve o'clock.

KING (Wm.), Great Comard, Suffolk. Feb. 26; R. Glynes, solicitor, 29, Mark-lane, London. March 12; M. R., at eleven o'clock.

LOE (Geo.), Portsmouth, coachbuilder and heavy stable master. March 5; Chas. B. Heald, solicitor, Portsmouth. March 13; V. C. H., at twelve o'clock.

MALPAS (Emma S.), Flying Horse Hotel, Poultry, Nottingham, spinster. Feb. 23; Thomas E. Beaumont, solicitor, St. Peter's Church-walk, Nottingham. March 2; V. C. B., at twelve o'clock.

MOTT (Edwin L.), Fareham, Southampton, licensed victualler. March 6; Nicholas Donnithorne, solicitor, Fareham. March 20; V. C. H., at twelve o'clock.

OLIVER (James), 1, Wincle, Chester, farmer. Feb. 23; Thomas Parrott, solicitor, Macclesfield. March 9; M. R., at eleven o'clock.

TABOR (Wm.), Brentwood, Essex, Esq. March 1; J. Hopgood, solicitor, 17A, Whitehall-place, London. March 8; V. C. M., at twelve o'clock.

THOMPSON (Robert B.), Middleton-road, Hornsey, Middlesex, Feb. 19; J. H. Atwell, solicitor, 50, Great Marlborough-street, Regent-street, London. March 4; V. C. B., at twelve o'clock.

VINEY (Francis), Flaxfield House, Fordingbridge, Southampton, farmer. March 1; Henry S. Davy, solicitor, Ringwood, Hants. March 8; V. C. H., at twelve o'clock.

WEST (Hannah E.), Hesse, York, spinster. March 6; R. Champney, solicitor, Kingston-upon-Hull. March 22; V. C. H., at twelve o'clock.

WHITE (John) Mount Farm, Mottisfont, Hants, farmer. March 5; Stephen Hill, solicitor, Salisbury. March 19; V. C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

ADAM (John), formerly of Pudding-lane, London, late of Battersea Rise, broker, Surrey. March 1; Hollans and Co., solicitors, Mincing-lane, London.

ADAMS (Benjamin), Chichester, Esq. March 25; Edwd. Arnold, solicitor, Chichester.

ATKINS (Richard), Norwich, lodging house keeper. April 2; C. B. Daventry, solicitor, Norwich.

BARNES (Edw.), 15, Leyland, Lancaster, surgeon. March 15; Turner and Son, solicitors, Fox-street, Preston.

BEVAN (Charlotte), Sussex Villa, White Ladies-road, Westbury-on-Trym, Bristol, spinster. April 1; Fussell and Co., solicitors, Liverpool Chambers, Corn-street, Bristol.

BONNETT (Chas. A.), Surrey-street, Strand, Middlesex, civil engineer. Feb. 23; Adams and Moberley, solicitors, Alfreton, Hants.

BOWDREN (Mary A.), formerly of Fox Inn, Victoria-street, afterwards of Bury New-road, and late of Oxford-road, all in the City of Manchester, widow. March 13; Burton and Co., solicitors, St. James-street, Nottingham.

BRADLEY (Robert J.), formerly of Geelong, Victoria, Australia, late of 114, Stockwell Park-road, Stockwell, Surrey, gentleman. March 10; Mercer and Mercer, solicitors, 1, Copthall-street, London.

BURGESS (Colonel Frederick), 9, Charles-street, St. James's, Middlesex. March 15; Ward and Co., solicitors, 1, Gray's Inn-square, Middlesex.

BUTLER (Jas.), 16, Latimer-villas, Hammersmith, Middlesex, gentleman. March 25; Satchell and Chapple, solicitors, 6, Queen-street, Chesham, London.

CAMPBELL (James Geo. R.), 1, Old Oak-stone-road, Hammersmith, Middlesex. Feb. 23; Harting and Son, solicitors, 24, Lincoln's Inn-fields, London.

CHRISTMAS (Jas.), 20, Upper Market-street, Hove, Sussex, builder. March 1; Thos. King and Son, solicitors, 31, Richmond-place, Brighton.

COHEN (Lewis C.), 45, Bristol-road, Birmingham, merchant. March 1; W. H. Griffin, solicitor, 35, Bennett's-hill, Birmingham.

COLMAN (Edwd.), Clapham Common, Surrey, Esq. March 2; W. H. Tillett and Co., solicitors, St. Andrew's-street, Norwich.

COLQUHOUN (Archibald), Campsie Cottage, Forest Gate, Essex, gentleman. March 1; Messrs. Hillearys, solicitors, 5, Fenchurch-buildings, London.

COOPER (James), 15, Fenwick-place, Stockwell, Surrey, widow. March 1; T. R. Apps, solicitor, 7, South-square, Gray's Inn, Middlesex.

DAVIDSON (Andrew F.), 13, Cambridge-terrace, Dover, Esq. March 1; Percy B. Claris, solicitor, 39 and 39, Biggin-street, Dover.

DAVIES (Humphrey), Abercrombie, Merioneth, gentleman. Feb. 13; Jones and Davies, solicitors, Dolgelly.

DEAN (Admiral), Elm Cottage, Clifton Vale, Clifton, Bristol, spinster. March 1; Wadham and Chilton, solicitors, 3, Small-street, Bristol.

DILLON (Elizabeth), 9, Tyndale-place, Islington, Middlesex, spinster. March 1; R. W. Beckley, 23, Ludgate-hill, London.

DORBY (Sarah), Black Notley, Essex, widow. March 10; J. Edey and Cunningham, solicitors, Braintree.

EDS (Geo.), Chapel-road, Worthing, Sussex, cabinet maker, upholsterer and lodging house keeper. March 13; Melville Green, solicitor, Chapel-road, Worthing.

ELLIOTT (Mary A.), late of Northside, otherwise 2, Church-place, Clapham-common, Surrey, widow. March 1; J. Webber, jun., solicitor, 23, Old Town, Clapham, Surrey.

ELLIS (Geo.), King's-road, Clapham-park, Surrey, Esq. March 1; Chas. Langley, solicitor, 3, Charlotte-street, Bedford-square, London.

FARIS (Wm.), a General in H. M.'s service. Feb. 23; Kendall and Congreve, solicitors, Union Bank Chambers, Lincoln's-inn, London.

FENN (Jos.), formerly of 105, Newgate-street, London, late of Globe Hill Lodge, 7, Globe, Kent, Esq. March 31; Wilde and Co., solicitors, 21, College Hill, London.

FLEMINGS (John), late of Temple-street, Newport, Mons., and formerly of Cross Cheap-street, Coventry, and Leighton Buzzard, Bedford, linen draper. March 15; Lawrence, Plews and Co., solicitors, 14, Old Jewry Chambers, London.

FORESTER (Right Hon. John Geo. W. Lord), Willey Park, Salop, and 6, Andley-street, Esq. May 1; Edw. B. Potts, solicitor, Broseley, Shropshire.

GILBANK (Maria), 2, Westbourne-park-villas, Baywater, Middlesex, widow. March 27; Bennett and Co., solicitors, 2, New-square, Lincoln's-inn, London.

GWYER (Arthur), 19, Dixon-street, Limehouse, Middlesex, commercial clerk. Feb. 21; W. R. Brooks, solicitor, 60, Cornhill, London.

HALL (Wm.), South Easton, York, innkeeper. March 1; G. Crumie, solicitor, 46, Stonergate, York.

HANDS (Jos.), Seah-hill, Huddersfield, Stafford, gentlemen. March 1; James and Oerton, solicitors, 36, Bennett's-hill, Birmingham.

HARRIS (Thos.), Hugglescote, Leicester, farmer. March 5; Smith and Mammatt, solicitors, Ashby-de-la-Zouch.

HAVARD (Arsene), Leeds, spinster, teacher of languages. March 31; Henry Snowdon, solicitor, Leeds.

HILL (John), Alpine Cottage, Speldhurst-road, Hackney, Middlesex, draper's clerk. March 1; W. A. Plunkett, solicitor, 38, Gutter-lane, London.

HOBBS (Jas. R.), Bovington Cross, Hertford, farmer. March 25; J. L. Dale, solicitor, 8, Furnival's-inn, Holborn, Middlesex.

HOBBS (Jas.), Wymondham, Norfolk, farmer. March 1; Whites and Co., solicitors, Wymondham.

JERNINGHAM (Hon. Geo. S. S.), C.B., formerly of Madrid, an attaché of H.M.'s Legation in Spain, afterwards H.M.'s Minister at Stockholm, Sweden, late of 11, Albemarle-street, Middlesex. March 31; Few and Co., solicitors, 2, Henrietta-street, Covent Garden, London.

KLOCKMANN (Adolph M. C.), 30, Norfolk-street, Park-lane, and 9, Austin Friar's-passage, London, Esq. March 25; Druce and Co., solicitors, 10, Billiter-square, London.

LAPWORTH (Jas. E.), 3, Doctor Johnson's-buildings, Middle Temple, London, and 11, Summer-place, South Kensington, barrister-at-law. March 10; J. M. Millin, solicitor, 39, Bloomsbury-square, London.

LARK (Mary), Bath, widow. March 13; Cutler and Co., solicitors, 10, King-street, St. James's, London, and Wm. Smith, solicitor, Weston-super-Mare.

LEWIS (Adolphus J.), 164, Seven Sisters-road, Holloway, Middlesex, and Swan Buildings, Moorgate-street, London, printer and publisher. Feb. 27; Talbot and Tasker, solicitors, 47, Bedford-row, Middlesex.

LIDDLE (Geo. S.), Woolston, St. Mary Extra, Southampton. Feb. 28; J. Bottley, solicitor, 36, Alfred-place, Bedford-square, London.

LORSONT, otherwise ASTRUCASE (Jean Baptiste), Brussels, and Flanders House, Finchley-road, London. March 25; John Murray, solicitor, 7, Whitehall-place, Middlesex.

LOW (Robert), formerly of Bridge House, Hammersmith, late of 330, Strand, and 19, Campden Hill-gardens, Kensington, Middlesex, wholesale perfumer. March 8; Robert Low, 29, Parliament street, Westminster.

MACNEIL (Eliza), Midanbury House, Hants, and 32, Eaton-square, London, widow. March 31; Shaw and Fraser, solicitors, 8, Furnival's-inn, London.

MALTY (Rev. Henry), formerly of Ash Grove, Salop, afterwards of 35, Park-street, Grosvenor-square, Middlesex, and late of Kidbrook Lodge, Blackheath, Kent. March 31; Burton and Co., solicitors, St. James-street, Nottingham.

MANCHEL (Matthew H.), 15, Hollier-street, Aston juxta Birmingham, ivory and bone turner. March 1; W. H. Griffin, solicitor, 36, Bennett's Hill, Birmingham.

MANSEL (Rawleigh A.), Swansea, Glamorgan, Esq. Feb. 15; Chas. Norton, solicitor, Swansea.

MARTIN (Chas.), 19, Great Winchester-street, London, and 3, Portland-place, Middlesex, Esq. March 25; Satchell and Chapple, solicitors, 6, Queen-street, Cheapside, London.

MAY (Geo.), Pease-hill-rise, Nottingham, gentleman. March 1; Wells and Hind, solicitors, Nottingham.

MEARS (Geo.), Landport, Portsmouth, gentleman. Feb. 21; Lakes and Co., solicitors, 10, Lincoln's-inn, London.

NEWMAN (John), formerly of 9, Queen's-road West, Chelsea, Middlesex, afterwards of 62, Peacock-street, and late of 2, Milner-place, and 11, Gravesend, Kent, gentleman. March 25; Redpath and Holdsworth, solicitors, 23, Bush-lane, London.

NEWTON (Caroline), formerly of Staines, Middlesex, late of 29, King Henry-road, Primrose-hill, Middlesex, spinster. March 15; R. B. Wheatley, solicitor, 7, New-inn, Strand, Middlesex.

NIXON (Wm.), formerly of Blackheath Park, Kent, late of East Burnham, Buckingham, Esq. March 20; O. Lucas, solicitor, 50, Fenchurch-street, London.

OAKES (Rev. Hervey A.), Bury St. Edmunds. April 6; Sparkes and Son, solicitors, Bury St. Edmunds.

PACKER (Rev. Richard W.), Woodton, Norfolk. March 9; Hardcup and Sons, solicitors, Bungay, Suffolk.

PHILLIPS (Wm. J.), 25, Borough-road, Southwark, Surrey, pewterer and beer engine, and spirit counter manufacturer. March 8; Jones and Co., solicitors, 192, Tooley-street, Southwark, S.E.

PHILPOTT (John), Great Ilford, Essex, corn merchant. March 25; Thos. Baddeley and Sons, solicitors, 48, Leman-street, Goodman's-fields, London.

PILKINGTON (John), 115, Marylebone-road, Middlesex, gentleman. March 10; Webster and Sons, solicitors, 35, Essex-street, Strand, Middlesex.

PIATT (John), Gray's Inn, Tidal Basin, Victoria Docks, Plaistow, Essex, licensed victualler. March 15; Messrs. Hilliards, solicitors, 5, Fenchurch-buildings, London.

PRYCE (Edmund), late of Albion-place, Reading, Berks, and formerly of Vernon-place, Bloomsbury, Middlesex, Esq. March 1; Thomas Fortune, solicitor, 2, Serjeants'-inn, Chancery-lane, London.

RICHARDSON (Anne), formerly of 40, Seymour-street, Hyde Park, late of 29, Westbourne Park-villas, Middlesex, spinster. March 9; Taylor and Co., solicitors, 28, Great James-street, Bedford-row, London.

ROUGEMONT, sometimes called Wilson (John F.), 181, Albany-street, Regent's Park, Middlesex, Esq. April 19; Croxley and Burn, solicitors, 8, Moorgate-street, London.

SILVERSTONE (James), Bury St. Edmunds, gentleman. March 25; Sparkes and Son, solicitors, Bury St. Edmunds.

SMITH (Ann), 2, Park-villas, Spring-grove, 8, Lambeth; also of 12, Tyler-street, Regent-street, Middlesex. Feb. 2; H. W. Nethercole, solicitor, 1, New Inn, Strand, Middlesex.

SMITH (Jane), 5, Moss-street, Liverpool, spinster. March 31; Wm. Cropper, solicitor, Pekin-buildings, Harrington-street, Liverpool.

SQUIRE (Wm.), Homefield Villa, near Bromley, Kent, gentleman. March 1; A. S. Heath, solicitor, 10, Basing-hall-street, London.

TEARLE (Eliza W.), formerly of New York, United States of America, late of 12, Cleveland-square, Middlesex, Esq. March 15; Clabson and Pearson, solicitors, 21, Great George-street, Westminster.

THOMAS (Henry H.), Bath, Esq. March 25; Norton, Rose, and Co., solicitors, 6, Victoria-street, Westminster.

WALLIS (Jas.), Nottingham Park, Nottingham, gentleman. March 1; Wells and Hind, solicitors, Nottingham.

WARBERTON (Mary S.), late of Shottesbrook Villa, Priory-road, Kilburn, Middlesex, formerly of Ellesmere Villa, Brompton-road, Kilburn, widow. Feb. 29; Roy and Cartwright, solicitors, 4, Lothbury, London.

WEBB (Jas. A.), Barnsbury-square, Islington, Middlesex, gentleman. Feb. 27; Fredk. Fuller, solicitor, Rugby.

WOLLEY (Selina L.), formerly of Roxburgh Villa, Southsea, and afterwards of Clewer, near Windsor, Berks, spinster. March 6; A. and H. Markham, solicitors, Guildhall-road, Northampton.

WRIGHT (Caleb), formerly of 101 and 102, late of 129, Strand, Middlesex, gentleman. March 1; Withall and Compton, solicitors, 19, Great George-street, Westminster, London.

WRIGHT (John C. E.), Braintree, Essex, saddler. March 10; Veley and Cunningham, solicitors, Braintree.

LIST OF GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

HILARY TERM 1875.

A'Barrow, Rufus
Abney, C. E., B.A.
Ainsley, Alfred
Belcher, Wm. H.
Bennett, Sidney Baxter
Benson, Reginald, B.A.
Biddle, Fred. Wm., B.A.
Buckton, Geo. Freer
Bryan, H. Newton
Buckley, J. Fraser
Burgess, Fred. Travers
Burgess, Henry Edward
Burr, Percy John
Busby, Chas. George
Challinor, Arthur
Chapman, James
Clark, Fred.
Clarke, Joseph Devonshire
Coldham, Henry Rowe
Collet, Edward Francis
Comyn, H. E. Fitzwilliam
Cozens, George
Credland, Alfred
Cumberland, John
Curtis, William James
Davenport, Alfred
Dent, Banister
Dent, William Richard
Dickson, Alan Chambers
Dighton, John
Doggett, Hugh Greenfield
Dresser, John Henry
Eade, Cyril
Eaden, John Fredk. LL.B.
Edwards, Stanley
Ellis, Vivian
Emerson, Horace
Evas, George
Farnfield, Herbert Edward
Flowers, George Arthur
Floyd, James
Gadsden, Henry Benjamin
Gaine, Wm. Edward Louis
Gardiner, Wm. Mansfield
Gibbs, Frank
Gilks, William John
Goldberg, Leopold
Goodall, William
Greg, Walter
Greswell, Richard F. K.
Gwynn, Thomas Martin C.
Hamlin, William Thomas
Harrison, Edmund George
Harvard, Wm. Joseph R.
Hedgcock, William Chane
Higgs, Joseph
Hilliard, Charles Ashby
Holmes, Henry James E.
Howarth, Charles D.
James, Henry Willoughby
Johnson, George Fredk.
Johnson, Lewknor
Jones, Thomas Augustus
Jubber, James Ward
Kearsey, Francis, B.A.
Kirkland, John William
Knight, Hubert B.
Lake, Arthur Robert
Lambert, Charles James
Langley, Francis Edmund
Last, John Thomas
Law, William Russell
Lawrence, William Henry
Lister, James Douglas
Lucas, Theophilus B.
Lucas, Samuel Francis
Lynn, Henry William
Maitland, Pelham Page
Manby, William John
Marshall, Ernest Luxmore
Matthews, Sidney
Maule, Montague George
Miller, Donald Deschamps
Miller, John Beres
Miles, Charles William
Moore, William Marsland
Morris, Edward Harold
Munday, John Hill
Neish, Geo. Watson, B.A.

Nevett, Sydney Thomas
Nicholson, Fred. Ed., B.A.
Nutsey, Charles
O'Neill, William Lane
Osborne, William
Owen, Jas. McConnell
Paglar, John Foster
Paice, Charles
Paine, Edgar James
Perks, Robert William
Peter, Claude Hirst
Ponsonby, John Harrison
Powell, Thos. A. Geoffrey
Price, Francis A.
Pritchard, Rd. Hughes
Pruen, Fredk. Langford
Rayner, Robert Hyde
Reid, Herbert Frederic
Renshaw, Arthur Henry
Richards, Charles Thomas
Richards, Harry Weller
Rivington, Cecil Stansfeld
Roberts, Edward
Robinson, Joseph
Rodd, Charles
Roughton, Geo. Woodford
Rowley, Thomas Edward
Russell, John Howard
Rutherford, Wm. Watson
Ryott, William Hall
Salmond, Albert Louis
Sampson, Edward William
Sargeant, John Frederick
Scholefield, William John
Scobie, Mackay J. Graham
Scott, Francis
Scott, Henry Venn
Shackleton, Wm. Fredk.
Sharpley, Robert Henry
Shelton, Edward Lyon
Simpson, Walter Maddox
Sloper, Sidney Fitzroy
Smeadman, Lovett
Smedley, Robert William
Smith, Alfred Toulmin
Smith, Basil Wicks
Smith, Edwin Augustus
Cleave
Smith, Henry
Smith, Robert Vernon
Somers
Stacey, William Holland
Stanford, Daniel Edward
Stevens, Henry Venn
Steward, Geo. Ernest, B.A.
Stewart, Francis Forbes
Mumford
Styning, Robert
Thunder, Carter
Toynbee, Walter Turner
Turner, Arthur
Vessey, Chas. Jas., B.A.
Wadmore, Alban H. Thos.
Wake, Wm. Robert
Waller, Henry Robert
Wain, Chas. Alfred
Walters, Radcliffe, B.A.
Walton, Richd. Percival
Ward, Arthur Edward
Ward, Arthur Ernest
Warner, Sydney Gater
Watson, Charles
Welch, Thomas
Wells, Fredk. Wm.
Wells, Wm.
West, Albert
Weston, Walter Philip
White, George Fairfax
Moresby
Wightwick, Humphrey
Milner
Wilkins, Thos. Smith
Willcock, Robert
Williams, Edw. Warwick
Willmott, John Henry
Wollaston, Chas. Henry
Reynolds, B.A.
Wood, Alfred
Wright, Thos.

Kensington.—No. 11, Holland-road, term 75 years—sold for £880.

Islington.—Nos. 11 and 12, Upper Barnsbury-street, term 34 years—sold for £700.

Haverstock-hill.—The interest in freehold ground rents, amounting to £56 per annum, life aged 69 years—sold for £210.

Tuesday, Feb. 2.

By Messrs. FAREBROTHER, CLARK, and Co., at the Mart, Upper Norwood.—No. 1, Essex-terrace, freehold—sold for £215.

Paddington.—No. 13, North Wharf-road, term 47 years—sold for £255.

No. 14, North Wharf-road, term 47 years—sold for £240.

An improved rental of £102 per annum, term 46 years—sold for £1330.

An improved rental of £93 16s. per annum, term 19 years—sold for £780.

An improved rental of £113 16s. 6d. per annum, term 19 years—sold for £1030.

IRISH PRACTICE CASES.

VICE-CHANCELLOR'S COURT.(a)

(Before CHATTERTON, V.C.)

MOORE V. WARING.

Monday, Nov. 16, 1874.

Practice—Time for moving to dismiss bill for want of prosecution—136 G. O. 1867—Compromise pending—Vacation—Computation of time.

On 12th May 1874, a consent to submit a cause to arbitration was made a rule of court, but no steps were taken by the plaintiff, within the period limited in the consent for entering on the arbitration, and making the award. At the time the consent was entered into, the plaintiff had about a week remaining before any steps could be taken to dismiss his bill, for want of prosecution. About two days before the court rose for the long vacation, the defendant served a rule to proceed compromise off, and on the first day after the long vacation moved under the 136th G. O. 1867, to dismiss the bill for want of prosecution.

Held, that the motion was premature, and should be refused.

MOTION, under the 136th General Orders 1867, on behalf of the defendant, to dismiss the bill, for want of prosecution.

The bill was filed on the 5th Dec. 1873, and the answer on the 4th March 1874. On the 7th April, 1874, a correspondence between the parties in the cause, with a view to a compromise, or the adjusting of the questions between them by arbitration, commenced with a letter from James J. Darley, the solicitor and agent, in England, of the plaintiff to the defendant. On the 12th May, 1874, a consent to submit the matters in dispute to arbitration was made a rule of Court. The consent, after nominating the arbitrators, with liberty to them to call in an umpire, contained the following stipulations: "Provided that the said award be made in writing within one month from the date hereof, or within such extended time as may be agreed on by said arbitrators, or said umpire, in the case of a disagreement; and provided, also, that in case an award in all matters and questions aforesaid shall not be made in writing, and delivered within the said period of one month, or within such extended time as aforesaid, then all parties in this cause shall be remitted to their rights and relative positions in all respects as if this agreement had never been entered into." No award was made within the time stipulated. After its expiration the plaintiff applied for an extension of time, which was refused. They also made an offer of £180, each party to pay their own costs, but this, also, the defendant refused to accede to. On the 18th July 1874, the defendant served a rule to proceed compromise off. The 29th July 1874, was the last day on which the Vice-Chancellor sat before the long vacation, and the present notice of motion was served on the 21st Oct.

Walker, in support of the motion.—From 4th March 1874, the date when the answer was filed, the plaintiff had ten weeks to prosecute the suit, before the defendant could move to dismiss for want of prosecution. That period would have expired on the 18th May. A consent for a reference to arbitration was entered into on the 12th May, which interrupted the statutory period. Before the consent was entered into there were some letters written, but they were expressly written without prejudice, and cannot affect the case. That being so, the consent for an arbitration, which was to be completed in one month, would expire on the 12th June. There were no steps taken on the part of the plaintiff to enter on the arbitration. The month was allowed by the plaintiff to elapse without doing anything. By the express terms of the consent, which was allowed to fall through, the parties are remitted back to their rights and original positions. The plaintiff merely relies on technicalities. The entire delay has been on their part. The rule to proceed compromise off was unnecessary, on the defendant's part, by reason of the terms of the consent. We are still willing to submit to another arbitration. Reckoning eight days from the expiring of the month within which the arbitration

(a) From the Irish Law Times Reports.

REPORTS OF SALES.

Tuesday, Jan. 26.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart, Upper Tulse-hill.—The residence Tulse-hill House, and 7 acres, term 34 years—sold for £3500.

Kensington-park.—Nos. 79 and 81, Kensington-park-road, term 71 years—sold for £1310.

Isleworth.—Freehold ground rents of £42 per annum—sold for £840.

Commercial-road East.—Nos. 19 and 21, Bedford-street, term 21 years—sold for £270.

Nos. 7 and 8, Grove-street, term 28 years—sold for £200.

Wednesday Jan. 27.

By Messrs. RUSHWORTH, ABBOTT, and RUSHWORTH, at the Mart, Maidens-vale.—No. 67, Portedown-road, term 84 years—sold for £1700.

Hammersmith.—No. 10, King-street West, copyhold—sold for £1290.

was to have been made, it brings time down to the 20th June, after which it was competent to move to dismiss.

J. A. Phillips, for the plaintiff, *contra*.—The plaintiff was not ready within the month to proceed to arbitration, in consequence of the difficulty of getting instructions from England for counsel, and asked to have the time extended. The time of the pendency of the compromise ought to be computed from the date of the first letter written with a view to compromise. The compromise was not at an end at the expiration of the month specified for obtaining the award, but continued pending down to the service of the rule to proceed compromise off—i.e., the 18th July. The bill was filed on the 5th Dec. last. The answer was filed on the 4th March. Negotiations for a compromise commenced on the 7th April, leaving one week remaining of the six weeks for deeming answer sufficient. From the 18th July the plaintiff had one week, as well as four weeks, to amend—that is, to the 22nd Aug.; so that twelve days ran into the vacation, which commenced on the 10th Aug. Therefore, the plaintiff had twelve days after the 20th Oct. to amend the bill. The defendant cannot use that clause of the consent, that “the parties are to be remitted to their rights,” for the purpose of depriving the plaintiff of his rights.

CHATTERTON, V.C.—I am of opinion that the present motion is premature, and must, therefore, be refused. The time occupied by negotiation for a compromise must be excluded from the computation of time, during which the plaintiff has liberty to do any of the acts under the orders. The question is, there being, when the consent was entered into, at least three days to run of the time under which the plaintiff could have moved to amend his bill, under the General Orders, did the term for compromise, as contended by the defendant, terminate at the end of the four weeks mentioned in the consent? I think the defendant must be taken as estopped, by his own act of the 18th July, from asserting that the period for entering on the arbitration had then expired; and, therefore, that the time from the 12th May, up to that date, must be excluded from the computation of the time from which this notice should have been served. Then the vacation, which does not count for this purpose, commenced on the 21st July. *Anderson and others v. Mulvany* (1 Ir. Jur. 154), a case followed by me in *Walsh v. Grier* (4 Ir. L. T. 363), decides that the time of vacation runs from the last sitting of the Equity Courts until they sit again. Therefore, in my opinion, this motion cannot be now carried by the defendant, and I refuse it, with £4 costs.

Re NOLAN.

Monday, Nov. 23, 1874.

Practice—Administration summons—Injunction—Irish Chancery Act, 1867, ss. 145, 149.

Where an order has been obtained on an administration summons in Chamber, under the 145th section of the Irish Chancery Act 1867, an injunction to stay proceedings at law can be applied for at any time, either by motion to the court or summons, where judgment is on the eve of being marked and danger is apprehended.

Francis Nolan, on behalf of the plaintiff in this matter, moved for an order to restrain, by injunction, a creditor from proceeding with an action at law. On Saturday, 21st Nov., the plaintiff had obtained, on an administration summons in Chamber, under the 145th section of the Chancery Act 1867, an order for an account to be taken of the liabilities of the estate; and on the same day notice was served that, on the following Monday, the plaintiff would apply for an injunction, at the sitting of the court, to stay proceedings in an action at law taken against the administration. [*CHATTERTON, V.C.*—Is not this a Chamber motion, as it is on an administration summons? Should it not be by summons?] The 149th section of the Act enacts that “it shall be lawful for the Court or Judge, upon the application of the executors or administrators of the deceased, by order, to restrain by injunction any proceedings at law against them.” An injunction can be applied for at any time, either by motion or summons where danger is apprehended. If this matter was to be brought forward by summons it could not be heard until next Saturday, when the creditor would have marked judgment.

F. Le Poer Trench, for the creditor, *contra*.

CHATTERTON, V.C.—I think the plaintiff is right in this proceeding. Let the order go to restrain the action; both parties to be entitled to their costs of appearing, the creditor to be entitled to prove for his, together with his demand.

COURT OF QUEEN'S BENCH.

Nov. 26 and 28, 1874.

(Before FITZGERALD, J.)

REG. v. MORAN.

Practice—Indictment of felony removed by certiorari—Recognisance to appear and plead in

person—Liberty to appear and plead by attorney.

Where an indictment of felony had been removed from quarter sessions to this court, the court, on the application of the defendants, allowed them to appear and plead by attorney, notwithstanding that they were under recognisance to do so in person, the defendants consenting that they be restrained from assigning error on the ground of such appearance and pleas not being entered by them in person.

O'Shaughnessy moved that the defendants be at liberty to appear and plead by attorney to an indictment of felony. The indictment was for the larceny of five horses, and had been removed into this court by certiorari from the quarter sessions of the county Leitrim, and the defendants were bound by recognisance to appear and plead in person.

No authority having been cited in support of the motion,

FITZGERALD, J., referred to the officer as to the practice of the Crown Office in cases of felony, and directed that notice of the application for a subsequent day be served on the prosecutor.

The application was renewed accordingly. There was no appearance *contra*.

Maybury, Chief Clerk Crown Office, stated that there was no precedent for the application in the Crown Office in this court; but referred to *Rez v. Penrose and others* (4 B. & Ad. 573), in which the Court of Queen's Bench, Westminster, had granted such an application, having first issued a rule nisi, calling on the prosecutor to show cause why the defendants should not be at liberty to appear and plead by a clerk in court, and why the prosecutor and defendants should not be restrained from assigning error, on the ground of such appearance and pleas not being entered by the defendant in their proper persons.

FITZGERALD, J., granted the application, and (the defendants consenting) ordered that the defendants be restrained from bringing error on the ground of their appearance, and pleas, not being entered by them in person.

COURT OF COMMON PLEAS.

Friday, Nov. 20, 1874.

(Before MONAHAN, C.J., KEOGH and MORRIS, JJ.)

SMITH v. M'AULEY.

Pleading—Setting aside defence as embarrassing—Ambiguity—Contributory negligence.

In an action against a defendant for having, by negligent driving, killed a dog, the property of the plaintiff, the defendant pleaded a defence of contributory negligence, containing an averment that, by his negligence in the control and care of the dog, the plaintiff had directly contributed to the “misfortune” alleged. On a motion that the plea be set aside as embarrassing, *Held*, that the term “misfortune” was not ambiguous, and that the plea was unembarrassing.

Weston v. Hunt (8 I. L. T. Rep. 115) discussed. MOTION that defence be set aside as embarrassing.

The plaintiff complained that the defendant, by his servant, so negligently and unskillfully managed and drove a horse and cart along a public highway, that the cart was forced and driven against a dog of the plaintiff's, whereby the said dog was injured, and subsequently died.

The plaintiff pleaded (amongst other pleas) “that the dog was, at the time of the happening of the said misfortune, under the control and care of the plaintiff, and the plaintiff, by his own negligence in the control and care of the said dog, directly so far contributed to the misfortune complained of, that but for said negligence said misfortune would not have happened; and the defendant could not, by the exercise of ordinary care and caution on his part, have avoided the consequences of the plaintiff's said negligence.”

Ryan, C.C., for the plaintiff, in support of the motion.—The term “misfortune” is ambiguous, and under it at the trial the defendant might contend, either that the plaintiff, by the exercise of ordinary diligence, might have saved his dog from being run over, or that he might have taken means which would have prevented the injuries from resulting fatally. A similar plea, so using the word misfortune, has been directed to be amended: (*Weston v. Hunt*, 8 I. L. T. Rep. 115).

J. A. Curran, contra.—The language of the plea shows clearly that the word “misfortune” refers to the actual infliction of the injury by the defendant's servant, and not to the treatment the dog subsequently received at the hands of the plaintiff. A similar plea to this was upheld on demurrer in *Doyle v. Kinahan* (1 Rep. 4, C. L. 150). As here used, the word “misfortune” may, in an ordinary signification, refer to the injury as alleged; thus, it is so used by *Wightman, J.*, in *Tuff v. Worman* (5 C. B. N. S. 573). *Weston v. Hunt* is in no way an authority against this plea, because there the action was under Lord Campbell's Act, and the

death there was a material averment, whereas here it is merely an aggravation of damage, to which the defendant could not plead.

Ryan, C.C., in reply.—Though the plea might be held good upon demurrer on one construction, the language is ambiguous, and susceptible of another construction at Nisi Prius. The words “control” and “care” are both used in the plea, “control” referring to the occurrence of the injury, while the word “care” might refer to the treatment of the dog, when injured, and before his death.

MONAHAN, C.J.—We cannot perceive anything embarrassing in this defence as pleaded. It must be assumed that the judge at Nisi Prius will construe the terms of the plea according to their ordinary signification, and, if so, they can occasion no embarrassment. We cannot speculate that he would enter wildly into the matters suggested here by the plaintiff's counsel. The motion must be refused, with costs.

KEOGH and MORRIS, JJ., concurred.

Order accordingly.

COURT OF EXCHEQUER.

Tuesday, Jan. 12.

(Before PALLES, C.B. FITZGERALD, DEASY, and DOWSE, BB.)

PRENDERGAST v. CODY.

Pleading—Action by Administrator—Setting aside summons and plaint—Ambiguity—Endorsement of particulars.

Where a summons and plaint was so framed that it was uncertain whether the plaintiff was suing as administrator or in his personal capacity, and no particulars were endorsed as to a liquidated claim, the court ordered the writ to be set aside.

MOTION to set aside summons and plaint as embarrassing, and on the ground that no particulars of demand were endorsed.

The plaintiff was described in the title of the writ as “administrator of Patrick Prendergast.” The writ was as follows: “The defendant is summoned to answer the complaint of Patrick Prendergast, administrator of Patrick Prendergast, deceased, who complains that the defendant is indebted to the plaintiff, as such administrator, in the sum of £12, money payable by the defendant to the plaintiff for goods bargained and sold by the plaintiff to the defendant. And for goods sold and delivered by the plaintiff to the defendant. And for money found to be due from the defendant to the plaintiff on accounts stated between them. And the plaintiff further complains that he is the administrator of the said Patrick Prendergast, deceased, and that the defendant, after the death of the said Patrick Prendergast, converted to his own use, or wrongfully deprived the plaintiff, as such administrator as aforesaid, of the use and possession of goods of the plaintiff as such administrator; that is to say, a heifer, whereby the plaintiff suffered great loss to his credit, and was prevented making sale of said heifer, and was unable, by reason of said conversion, to pay his rents, in consequence whereof he has sustained great injury to his credit, character, and good name, and has suffered pecuniary loss; to plaintiff's damage of £50. And the plaintiff prays judgment against the said defendant to recover the said sum of £62.” There were no particulars of demand endorsed. No preliminary notice calling for particulars was served, and there was no affidavit.

J. B. Falconer in support of the motion.—Since the Debtors Act 1872 particulars of demand are of even more importance than previously. It does not appear whether the money counts and the trover count relate to the same transaction. It does not appear whether the plaintiff is administrator of the goods and chattels of the deceased, or, if he is, whether he sues as administrator with the will annexed, or *de bonis non* with the will annexed, or otherwise. It is uncertain whether some of the counts are in his representative or personal capacity, and whether they are properly joined, in the absence of distinct averments, and the prayer for judgment is also ambiguous.

There was no appearance *contra*.

Per Curiam.—Let the writ be set aside, with costs. Order accordingly.

LAW STUDENTS' JOURNAL.

WE are glad to know that our recent observations upon the subject of the formation of an articulated clerks' society at Bradford have not passed without some satisfactory result. The articulated clerks of this town propose forming a law students' debating society. Their first meeting for the formation of such society has been held, and was well attended. A committee was appointed to undertake the preliminary work, &c

second general meeting will be held at the Victoria Hotel on Wednesday next. We hope all interested will attend, as well those students in the district as within the limits of the borough. We are quite sure that the promoters enjoy the support of the Profession in the locality. But the actual work must be undertaken by articulated clerks themselves. The number of such societies throughout the country is steadily on the increase.

THE Portsmouth Law Students' Debating Society has resolved "That any ordinary member of the Articled Clerks' Society (London) or any other society in union therewith, shall be capable of becoming a member of this society without election or payment of an entrance fee." We should like to see some such system in thorough working order throughout England and Wales among such societies.

LIST OF GENTLEMEN APPLYING TO BE ADMITTED AS ATTORNEYS.

Notices of Admission for Easter Term.

A'Barrow, Rufus	Longson, Joseph
Adams, Frederick Glynn	Mackay, Donald Sween
Ball, Alfred John Morton	Maudale, Joseph
Belcher, William Henry	Maybery, Henry O. A.
Bennett, Sidney Baxter	McEwen, John Kitchen
Bickley, Edward	Morgan, John
Bicknell, Thomas	Morrison, George Wm.
Biddle, Frederick William	Neish, James Watson
Board, Benjamin Comer	Owen, James McConnell
Bogue, Edgar	Parlett, John Arthur
Brewster, John, jun.	Peck, J. H., jun.
Broughton, Howard Wm.	Peter, Claude Hurst
Bryan, Henry Newton	Porteous, Robert George
Buckley, James Fraser	Price, Francis Borthwick
Bullock, Herbert	Pugh, Thomas
Butlin, John Francis	Rayner, Robert Hyde
Calcott, Chas. W. Berkeley	Reid, Herbert Frederic
Charles, Robert	Rennoison, James Henry
Childs, John Fredrick	Richards, David
Collier, John Monkmann	Roberts, James George
Copeland, Thomas William	Rodda, Charles
Cosens, George	Roderick, Thomas
Coutate, Philip	Roughton, Geo. Woodford
Cox, Charles Markham	Rouse, Edward Peter
Curling, Percy Bunce	Sadler, Thomas John
Crosse, John Green	Sanders, Chas. Jas. Baron
Dayman, Francis Stanbury	Shard, William Isaac
Delmar, William Francis	Sharples, Robert Henry
Dixon, Alfred Gill	Simmonds, Edwin
Dowdall, Charles	Simpson, Walter Maddoc
Dowson, Walter	Sinclair, Joshua Fearnside
Doyle, John Thomas	Sloper, Sidney Fitzroy
Dresser, John Henry	Smith, Benjamin
Eaden, John Frederick	Smythies, F. Borthwick
Elton, Gerald de Dibon	Sneath, Henry
Eltoft, John Aug. Francis	Stevens, Henry Venn
Evans, Robert Young	Stone, Nathaniel
Evans, George	Stone, James Edward
Fennell, William Edward	Sweet, Henry Charles
Floyd, James	Taylor, William Churchill
Foord, Thos. Herbert E.	Thunder, Carter
Freer, William Jesse	Toovey, A., jun.
Gadsdon, Henry Benjamin	Toovey, Henry Edmund
Garden, Frederick	Tuck, Algernon Devereux
Gresswell, Richard F. K.	Turner, Arthur
Grundy, Albert Walker	Turner, George Sidney
Guillelard, Arthur George	Vernon, John
Haigh, Arthur Smith	Vining, Robt. Willoughby
Hales, John Arthur	Waller, Henry Robert
Hare, George Edward	Wals, Charles Alfred
Harrison, Alfred Ernest	Walton, Richard Percival
Haslam, James Ryley	Ward, Arthur Edward
Haward, Wm. Jos. Remfry	Watson, Thomas Cradock
Hesketh, John	Webb, Walter
Hewitt, William Henry	Whiteing, George
Jackson, Frank Stather	Whitham, John
Jackson, Frederick Wm.	Wightwick, H. Milner
James, Bernard Edwin	Wildey, George Gordon
James, Edwin Peed	Willcocks, John Love
Jolliffe, William Davis	Williams, Edwd. Warwick
Jones, Alfred	Wilson, George Besley
Joy, Frank Leslie	Wood, Alfred
Kime, Wm. Richard A.	Wood, Arthur George
Knight, Hubert B.	Wood, Robert Ley
Langley, Francis Edmond	Wood, John Gibson
Lawrence, Wyndham	Wright, George
Leach, Charles Rothwell	Wright, Samuel John
Lewis, William Henry	

Notices of Admission for Easter Term, 1875, pursuant to Orders.

Kingsford, Robt. Kennet	Richardson, Hy. Ellidge
Linton, John Pierson	Robson, John Smallman
Maling, Robert William	

Notice of Admission for Easter Vacation, 1875.

McDowall, Charles

UNIVERSITY OF LONDON.

The following are lists of the candidates who have passed the recent examinations:—

FIRST LL.B. EXAMINATION.—EXAMINATION FOR HONOURS.

Jurisprudence and Roman Law.

First Class.

Davies, G. S. (Exhibition)	Private study.	Colleges, &c.
Alexander, J. G. }	Private study.	
McIntyre, A. G. M. }	Private study.	
Bond, H. }	Trinity Hall, Cambridge.	Second Class.
Bovell, H. A. }	University College.	
Baillache, C. M. }	Private study.	Third Class.
Bentwich, H. }	University College.	
Pask, J. M., B.A. }	Private study.	

SECOND LL.B. EXAMINATION.—EXAMINATION FOR HONOURS.

Common Law and Equity.

First Class.

Serrell, G., M.A.	Private study.	Colleges, &c.
Gibb, G. S.	Private study.	
Sly, R. M., B.A. Sydney...	University College.	
Emanuel, E. J.	University College and Private study.	

LL.D. EXAMINATION.

Colleges, &c.

Faulkner, J. J.	Private study.
Lucas, R. T. H., M.A.	Private study.

NOTICES for the Intermediate Examination in Easter Term must be left at the Law Institution on or before the 13th March next.

RENEWED notices for Examination in Easter Term must be left at the Law Institution on or before the 8th inst.

RENEWED notices for Admission in Easter Term must be left at the Queen's Bench Master's Office and be entered in the judges' books on or before the same day.

COUNTY COURTS.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

HARTLEY v. MOORE.

Right of water—Interference—User of natural Watercourse—Damages.

Watson (Watson and Dickons) was for the plaintiff.

Shaw (instructed by Wood and Killick) for the defendant.

Watson, in stating the case, said it was an action brought by Mr. John Hartley against Mr. John Moore, for interfering with a stream of water, and the plan he would put into the hands of the jury would show the property they had seen that morning.

Shaw, looking at the plan, objected to it being put in, on the ground that it contained a dotted line indicating what was called "an old ditch or watercourse." He objected to this, there having been nothing of the kind.

Watson.—Well, consider it struck off, but it is a plan I intended to prove. The two properties of the plaintiff and the defendant formerly belonged to the same person, Mrs. Hannah Barraclough, and adjoined. By her will she left one of the properties to the plaintiff's wife, and the other to Mrs. Yewdall, who was Mrs. Hartley's sister. This latter property the defendant purchased, and it was conveyed to him by indenture, dated 28th March 1871. He proceeded to erect a mill, and subsequently to construct a reservoir. A plea had been put upon the record substantially to the effect that, assuming the defendant had been guilty of the acts charged, he was justified, because of certain representations made at the time of the purchase. The charges made against the defendant were several. In the first place, it was complained that he had put a quantity of rubbish on the land, filled a watercourse, and destroyed a stream of water. There was a hedge running down between the two properties, dividing them; and the plaintiff contended that, before the defendant did that of which he (plaintiff) now complained, there was a ditch running on the defendant's side of the fence, and close under it. This was a natural watercourse, which had run in that direction beyond the memory of man. As a matter of law, where a natural watercourse ran between two properties, the bed did not belong to either owner, but to both in common, neither being entitled to lessen or interfere with the bed. The first complaint against Mr. Moore was that, in constructing, or for the purpose of constructing, a reservoir, he had filled up the bed of the watercourse, and used it for a different purpose to that which was intended—had, in fact, destroyed it. Another allegation was, that the defendant diverted a stream of water which the plaintiff was entitled to have flowing down to his property, and carried it by a different channel into a reservoir for his own use. The consequence was that the water came down to the plaintiff's property, not only in a smaller quantity, but in a much less pure state; and in dry times, or when the defendant was himself using large quantities, he did not send any at all; whilst at all times the quantity was diminished. Next, the plaintiff complained that the defendant had fouled the water. The plaintiff's property extended a considerable distance beyond the defendant's, and the stream ran in an easterly direction from that distance. Throughout the whole of that distance the plaintiff was entitled to have the water flowing through his land, not only in undiminished quantities, but also in as great purity as before. Not content with taking the water, the defendant sent down the hot

water which had been used in his mill, rendering the stream warmer, and fouling it also. The main question the jury had to try was whether the defendant was entitled to use the water in the way he had done—to divert and dam up the water, and fill up the course, to which the plaintiff contended he had as much right as the defendant. The action was not brought to recover substantial damages, but really to try the right. The plaintiff had suffered damage, but he did not make a great point of that—the first and main issue was whether the defendant had a right to do what he had done. If the jury should hold that he had exceeded his rights, and disturbed those of the plaintiff, the question as to the damages might be the subject of another action. There was only one other matter to which he would direct attention before calling the witnesses, though it was a matter the onus of which did not rest upon him. In the fifth plea, the defendant set up that when he bought the property it was represented to him, with the consent of the plaintiff, that the land in question was admirably suited for the erection of a mill, and that the water of the stream could be collected and stored for the purpose of the mill, and that, relying upon such representations, he purchased the land, erected the mill for spinning worsted and yarn, and expended large sums in constructing the reservoir, which was the obstruction complained of; but which was made with the knowledge and acquiescence of the plaintiff. In reply, he contended, first, that this plea was bad in law; and secondly, that it was not true in fact. The facts were these:—The property, as he had previously stated, formerly belonged to Mrs. Barraclough, who was the mother of Mrs. Hartley, Mrs. Yewdall, and another, whose name it was not necessary to introduce. The mother left the property to her three daughters specifically—the property of the plaintiff specifically to plaintiff's wife; the other property specifically to Mrs. Yewdall, and the other part to another daughter. The conveyance of the property to the defendant contained a recital in which Mrs. Hartley's name was mentioned, not because she had any interest whatever in the property, but because she was an executrix. The land was purchased for £480, the money being paid to Mrs. Yewdall, who was the real owner, but there was a proviso to the effect that the land was purchased subject to the rights of way, drainage, and other easements to which other persons were entitled, thus showing that there was no exceptional circumstances connected with the bargain. If that deed correctly represented the intentions of the parties, then it was not intended to give the defendant a greater right than those usually passed from the vendor to the purchaser. It was a mere incident that Mr. and Mrs. Hartley were made parties to the deed. Could the jury imagine that any man, being the owner of property through which a stream passed, would be so stupid as to enter into an arrangement handing it bodily over to somebody on the opposite side of the fence, for no consideration? The plea was an equitable plea, and he contended he was entitled to meet it with an equitable answer.

His Honour.—You have not pleaded an equitable replication.

Watson.—I say if a man claims equity he must do equity. When the property was sold, the sisters agreed there should be one sale, but the plots were sold separately. If the defendant had bought the two lots he could have done as he liked, subject of course to the trouble he might have got into with the owners below, which was another question. Lot 1, 2½ acres of land, at Moorside, Eccleshill, in the occupation of Mrs. Sarah Yewdall, was bought by the defendant; lot 2 was the plaintiff's property, and in the advertisement describing lot 2 there was this clause: "A valuable stream flows between the lots, which are admirably situated for manufacturing purposes," but there was nothing in it representing that the purchasers would be entitled to do that which the law would not authorise them to do. He was told there was some allegation on the part of the defendant that the stream did not flow down the side of the hedge, but that immediately after it entered defendant's present field it took a deviation to the right, went into the middle of the field, and then went to the other corner. This, however, was contrary to the probabilities of the case, and to the advertisement, which said, "The stream runs between the two properties." If the advertisement was prepared by his friend, Mr. Killick, and he knew that it ran down the middle, he would have said so. He said it ran between the two fields. So it did, and that was his (*Watson's*) case.

Mr. Woodhead, surveyor, was called to prove the plan. He stated that the water had been deviated, and that he had seen in the summer before last soapy water running down.

Mr. John Hartley, the plaintiff, was then examined by Mr. Watson. During his evidence two or three letters were put in, showing that defen-

dant had wished to purchase from the plaintiff a strip of land adjoining the reservoir, that plaintiff had complained of the defendant's encroachments, and had demanded an acknowledgment for the infringements.

His HONOUR said it seemed there had been some negotiations; was it not a case for negotiation now?

Watson said he did not care so much for the encroachment on the land; that might be arranged by selling it; but the plaintiff wanted the defendant not to take his water.

His HONOUR said he supposed it was a natural watercourse, and would in summer be quite dry.

Watson replied that the watercourse was never dry, and it was just in the summer time, when the flow was least, and the water was of the greatest value, that the defendant stopped it altogether.

His HONOUR remarked that, even if a decision were come to in this case, it would still leave matters in a very unsettled state. Supposing plaintiff got nominal damages, which was all he sought, how would the matter stand?

Watson said the defendant would then have to allow the plaintiff to have a share of the water. What he contended was, that the defendant had no right to use the whole of it.

Shaw.—Which he has never done yet.

His HONOUR observed that he did not wish to stop the case, but many of those disputes could not be adjusted unless both parties would listen to reasonable terms. There was no doubt the mill and reservoir were made on the faith of the terms on which the sale had been made. Supposing there had been no negotiations, and that the fact that one out of the two portions of the same lot of land had been bought did not exist, it would be a mere case of coterminous ownership. The owner of the defendant's land would find that he had passing through the land a natural watercourse, and that his neighbour, the owner of the plaintiff's land, would have a right to the natural flow of the water after it left the defendant's land. The owner of land through which a natural watercourse passed had a right to the use of the water for domestic and agricultural purposes. But this did not give the right to impound water for manufacturing purposes.

Watson said it did not give the owner the right to impound water for any purpose.

His HONOUR observed that the law recognised the owner's right to use it for agricultural and domestic purposes. Assuming that the plaintiff failed to show that this was his land on which the reservoir had been made, and supposing that the defendant were to show that the stream passed through his land, and that he had a right to use the water of the stream, it would only be such right as the law recognised as belonging to a riparian owner—the right to use the water for domestic and agricultural purposes. If he required to use it for manufacturing purposes, and if he stopped the flow of the stream, he must take care that the water was not fouled by the manufacturing processes. If he wished to impound the stream, he would be under the obligation of showing that, though somewhat diminished in bulk, the stream still left sufficient for the natural flow of the owners below.

Shaw said he thought he would be able to show that there was sufficient left.

His HONOUR remarked that if the by-wash of the reservoir had not always a flow over it of the amount of water which fairly represented the natural flow of the stream, the defendant would be storing for his own purposes water that belonged to the owner below. He would suggest that the matter was one for arrangement, as it appeared that the parties had already carried on some negotiations in a reasonable way. His own notion of the law was, that no one had a right to impound the water for manufacturing purposes, unless the reservoir were so constructed as to allow a flow of water over the by-wash equal to the original flow.

Watson said the plaintiff had offered to take an acknowledgment from the defendant for the encroachment on his property. [His HONOUR observed that an acknowledgment was a very dangerous thing, as they could never tell to what it might extend.] No agreement, however, could be come to, and the examination of the witness was continued. He explained the character of the encroachments complained of, and said that since the formation of the reservoir and by-wash there was sometimes no water whatever in the stream, and there was never so much as there had been before. He had never known the stream to be dry before the reservoir was made, but it had been many times quite dry since. A great deal of dirty water was sent down the watercourse from the mill of the defendant, and the hot water from the engine had killed a thorn fence in several places. Witness had complained to the local board of the pollution of the stream, but he had received no reply.

Cross-examined.—He stated that the two lots

were put up together; but the plaintiff's lot was withdrawn, and his sister's sold to the defendant.

His HONOUR said that, with reference to this matter, it was of some importance to see whether the plaintiff had stood by and allowed his sister's lot to be sold, under the understanding that the land was to be used for the purpose of erecting a mill and constructing a reservoir, the latter to be supplied from the stream running between the two fields.

Mrs. Hartley, wife of the plaintiff, corroborated his evidence, and said she had perceived a nasty smell from the water sent down from the mill, and, during the last few days, she had seen water oozing from the embankment.

One or two witnesses having given evidence, not materially altering the above, Benjamin Mortimer, aged seventy-nine, who used to farm the land in question, and had known it for fifty years, said he had never known the stream dry. He added, however, somewhat to the surprise of the plaintiff's advocate, it went out now at the same point as it had done for fifty years.

This being the close of the plaintiff's case,

Shaw, in answer to His Honour, said he had five or six witnesses, but it seemed to him there was no case.

His HONOUR said that would be for the jury. If they were of opinion that at the time Mrs. Barraclough died this watercourse was running through the land, he should tell them that in point of law that watercourse was part of the land devised to Mrs. Yewdall. He thought the jury would be satisfied, after hearing the evidence of Mortimer, that Mrs. Yewdall took exactly what Mrs. Barraclough bequeathed, and no doubt the watercourse and fence were used by Mortimer as Yewdall's tenant. If that were so, there was an end of the trespass, and upon that count the verdict must be for the defendant.

Shaw.—As to the stinking water, &c.?

His HONOUR.—I had rather hear the evidence.

Watson.—There is the further question of impounding.

His HONOUR said it was clear this was a natural stream, and the rights of the riparian owner would apply. The question would be, assuming that the watercourse was entirely upon the land of the defendant, and it being the right of the defendant, as owner of the land through which the watercourse passed, to use it for agricultural and domestic purposes, and he having used it for purposes *ultra*, whether he was justified in so doing unless he returned back an equal quantity of water for the original flow. His Honour added that the case would be adjourned until eleven o'clock on Tuesday.

Watson asked whether in the meantime he might be at liberty to strengthen his case.

His HONOUR.—Not as to the trespass: that is closed. But you may add evidence as to the fouling. You must show something more than the smell; you must prove some injury by it.

The case was then adjourned.

At the adjourned hearing before the case was opened.

His HONOUR, addressing the legal gentlemen engaged in it, remarked that the County Courts Act did not provide for an allowance to the jury for the view, but if the case proved to be one in which the Superior Courts would have made an allowance it ought, he thought to be made here.

In this view Shaw and Watson concurred.

LLANELLY COUNTY COURT.

Tuesday, Jan. 26.

(Before T. H. TERRELL, Esq., Judge.)

HARRIS V. THOMAS.

Specific performance—Purchase by a partner from another—Right to title—Secondary evidence.

W. Bowen Rowlands, barrister, for the plaintiffs.

Home, solicitor, for the defendant.

In 1872 a colliery called Glynegor was worked by the plaintiffs and Evans and Co. in partnership, the plaintiffs holding one moiety under an agreement with Evans and Co. (who had previously held the entirety), and Evans and Co. the other moiety. In Jan. 1873 Evans and Co. assigned their moiety to the defendants. On the 14th Feb. 1873, the plaintiffs wrote to the defendants, offering to sell their "interest in the colliery" to the defendants for £500, and the defendants replied on the following day, consenting to purchase the plaintiffs' interest in the "colliery, plant, and machinery." The plaintiffs then withdrew from the colliery, and the defendants occupied and worked the entirety. The defendants afterwards sold one-fourth share in the colliery to Mr. Nicholas for £500, and one-fourth to Mr. Owen Thomas for £600; and early in 1874 one of the defendants joined O. Thomas and Nicholas in selling one-fifth to a Mr. Stephens for £750.

The completion of the purchase from the plain-

tiffs to the defendants was delayed for eighteen months, on account of the failure of the plaintiffs to obtain a licence to assign from the lessor of the colliery. This licence was obtained in July 1874, and the defendants thereupon expressed their willingness to proceed with and complete the purchase. The plaintiffs' solicitor, in the following September, furnished to the defendants' solicitor copies of the agreements under which the plaintiffs held; and the defendants then became aware, as they alleged for the first time, that no assignment from Evans and Co. to the plaintiffs of the moiety which was the subject of the present suit, had ever been made. A requisition for an assignment from Evans and Co. to the plaintiffs was, therefore, sent by the defendants' solicitor to the plaintiffs' solicitor, but compliance was refused, and the requisition being insisted on, the plaintiffs brought the present suit for specific performance.

The letter of the 14th Feb. 1873 was put in by the defendants; the letter of the 15th Feb. was not produced, and to explain the non-production one of the plaintiffs stated that the original letter was burnt during his absence from home by an infant child of his. The witness, in cross-examination, stated that he did not see the letter burnt, but his servant girl did. She was not now in his service, and he did not know where she was.

Home objected to this, as not being the most direct evidence available, and insufficient to let in a copy of the missing document.

His HONOUR.—I think it is sufficient to let in secondary evidence.

A copy, stated to have been made by the witness before the destruction of the original, was then put in.

Bowen Rowlands, for the plaintiffs.—The defendants have waived their right to insist upon any title being produced by the plaintiffs to the moiety sold, by the express terms of the contract, which is for the sale of whatever interest the plaintiffs had; and if not by the express terms of the contract, by their subsequent acts in taking possession of the colliery and the subsequent sales.

Home, for the defendants.—The letters, taken alone, do not constitute a contract. The vendors offer to sell their interest in the "colliery," and the purchasers agree to buy their interest in the "colliery, plant, and machinery."

His HONOUR.—That is equivalent to "the colliery and its appurtenances."

Home.—Even if the letters of themselves constitute a complete contract, they contain nothing to exclude our right to a title. The word "interest" at most is ambiguous, and the right to a title will only be excluded by express stipulation: (Sugden's Vendor and Purchaser, 16, 337.)

His HONOUR.—Can you give any instance in which, where one joint tenant sells to another, he has been held to make a title?

Home.—The parties were not joint tenants, but tenants in common, holding under different agreements with Evans and Co. We do not claim that the title of Evans and Co. (the common vendors) shall be made out, but simply the plaintiffs' title under Evans and Co. If A., the owner of a colliery, sells first one moiety to B., and then the other moiety to C., and B. afterwards sells to C., although C. cannot require B. to produce A.'s title, he may require B. to show that he holds by a valid assurance from A.; assuming that we have not waived our right to a title by the terms of the contract, we have not varied it by taking possession. Immediate possession was one of the conditions of the contract, nor have we waived it by the subsequent sales. The defendants held one moiety from Evans and Co., independently of the present contract, and, therefore, nothing can be inferred from the sale of the two-fourths to Messrs. Nicholas and Thomas. Moreover the right to sell is an incident of the right of possession, and has no significance if the sale was made without express notice of the defects in the title. As to the sale to Stephens, as Thomas and Nicholas, who possessed one moiety between them, joined in the sale, and one of the defendants did not, no adverse inference can be drawn from that.

Without calling for a reply,

His HONOUR held that the letter constituted a complete contract, and that it was the intention of both sides that the purchase should be completed upon a simple assignment from the plaintiffs to the defendants. He accordingly ordered the specific performance of that contract, without any proof of title, interest to be paid by the purchasers from the date when the licence to assign was obtained.

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the Field, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 80, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 12s. per cwt.—[Adv't.]

LEGAL NEWS.

RETIREMENT OF MR. JUSTICE KEATING.

IN the Court of Common Pleas on Monday, immediately after the adjournment for luncheon, the court became densely crowded with members of the Bar who were anxious to pay their respects to Mr. Justice Keating upon his retirement. By the time the judges returned to the court there was not standing room in any part of it, so great was the desire of the members of the Bar to be present at the last appearance of a judge whose great learning, dignity, and courtesy have done so much to endear him to every member of the Profession. At two o'clock all the judges present in Westminster Hall entered the court: the Lord Chief Justice of England and the Lord Chief Baron taking their places on the right and left hand of Lord Coleridge, the Chief Justice of the Court. All the judges and the Bar stood up while the Solicitor-General addressed the retiring judge, and the Bar continued standing during the reply of Mr. Justice Keating, who spoke under the influence of strong emotion. The scene was one which will long be remembered in Westminster Hall.

The Solicitor-General (Sir John Holker) said:—Mr. Justice Keating,—As the representative of the Bar of England, I on this occasion desire to say a few words to you before the proceedings of the day should come to a close. My Lord,—The Bar have received, without surprise, indeed, but with feelings of the greatest regret, the information that your Lordship has determined to retire from the Bench, and that this day will be the last that we shall see you in your accustomed place in Westminster Hall. We have heard this announcement without surprise, because it was quite natural that, after labouring so many years at the Bar and on the Bench, you should have become wearied of toil, and should desire some period of leisure and repose; but we exceedingly regret this determination, because we all feel assured that when your determination has been carried into effect the Judicial Bench will lose one of its greatest ornaments, and the Bar as a body will be deprived of the encouragement which the presence afforded of one who has always been a staunch upholder of its honour, its dignity, and its privileges. The individual members of the Bar, to whom you have endeared yourself by your uniform courtesy and kindness of heart, will feel themselves deprived of and separated from one of their truest and best friends. You have now spent upwards of forty years in the profession of the Law and in the administration of justice. You have the proud satisfaction of knowing that during all that long period the lustre of your public character and private virtue has never been dimmed by the slightest stain. You at the Bar had a most distinguished and honourable career, and during that career you were promoted to one of the highest offices which a lawyer could attain. In your practice at the Bar you were ever zealous for the interest of your clients: but you never permitted for a moment even an intense desire to advance and secure those interests to make you forget what was due to the court before which you practised and to your brethren in the Profession. On the Bench your course has been equally distinguished. While you have been upon that Bench you have seen sometimes come to your side, and sometimes, alas! leave your side, many most illustrious men, men of the highest intellect and of the most profound learning, but even in such society you have been enabled to maintain an eminent position; and I know not that any even of the companions to whom I have alluded have excelled you in a knowledge of the law and in the excellence of the judgment you have brought to bear on its administration. My Lord,—If you have had a fault—and who shall say that he is without one?—it has been a fault which has caused us to have even a greater appreciation of your disposition—I mean the inclination to undervalue your own talents, and to attach too great an importance to the opinions of others, when those opinions have been antagonistic to your own. My Lord, the repose you seek, and which you are about to obtain, you have most completely earned. In your retirement you will have the gratification of knowing this, and of feeling assured that your memory will be long fondly cherished by those whom you have left behind; and that you may enjoy for many years contentment and happiness in a life of dignified repose is the prayer, I may say, of us all; and in uttering that prayer for you, and in speaking of you as a judge, for we do not and will not say good-bye to you as a friend, I bid you farewell.

Mr. Justice Keating.—Mr. Solicitor-General and Gentlemen of the Bar,—I feel deeply your kindness; more deeply than I can attempt to express. In retiring from the performance of functions so important, I may say so all-important, as those that belong to the office of a judge, the highest and the best, because the purest and

truest recompense I could receive, or ought to wish for, is the approbation of those who have had the best means of observing the manner in which I have attempted to discharge my duties. If I had in any degree merited or done anything to justify your too-flattering estimate of my career upon this Bench, I owe it mainly to the support and assistance that I have always received from the learning and intelligence of the gentlemen of the Bar; and I confess I do look back with the greatest satisfaction when I think that during the fifteen years that I have sat upon this Bench, I have invariably received from every member of the Bar who has practised before me, for myself personally the courtesy and kindness of gentlemen, coupled with the deepest respect for the high office which, however unworthily, I had the honour to fill; a respect, be it observed, not in any way incompatible but always combined with that fearless independence, which, as one of the safeguards of our freedom, I trust will always distinguish the advocacy of the English Bar. Mr. Solicitor-General and gentlemen of the Bar,—The independence, the honour, and the prosperity of your great profession will be to me under all circumstances a subject of the deepest interest, and the best wish that I can give you is, that the same high feeling and gentlemanly bearing, the same tone of honour and integrity that has distinguished the Bar within my experience may long continue to be maintained. Mr. Solicitor-General,—You have adverted to others who have sat with me here and who are no longer here. It has been my good fortune during my judicial career to be associated on this Bench with eminent and distinguished men. Some of them have retired; some have passed away; some remain. Those who have retired and those who have passed away have yet left behind them lessons of learning and of wisdom, which I trust will long be guides to the administration of English justice, according to English law. Of those who remain I will only say they are men in whom the public and the Profession may safely put their trust. Mr. Solicitor-General and gentlemen of the Bar,—Again I thank you for the honour you have done me. It will dwell in my memory as long as memory lasts, and cordially and sincerely I wish you all health and happiness.

MR. ORMSBY, Q.C., has been sworn in as Her Majesty's Attorney-General for Ireland.

MR. HAWKINS, Q.C., declined the judgeship vacant by the retirement of Mr. Justice Keating.

NEW VERSION OF AN OLD PROVERB (*vide Rubery v. Sampson*).—Tell truth, and—pay the damages!—*Punch*.

THE IRISH SOLICITOR GENERAL.—Mr. Plunket has been sworn in Solicitor-General for Ireland. The writ for his re-election will be issued at once.

THE NEW CHANCERY TAXING MASTER.—On Tuesday Mr. Buckley, solicitor, the new Chancery taxing master, commenced his duties.

THE ANTICIPATION THAT Mr. Justice Archibald would be transferred from the Court of Queen's Bench to the Common Pleas, to fill the vacancy occasioned by Mr. Justice Keating's retirement, is confirmed.

AT the Mansfield County Court the judge has decided that a £5 note of the Southwell Banking Company, which had been paid after the bank had stopped, but before it was known, was not sufficient payment.

THE BUSINESS OF THE IRISH COURTS.—In the Dublin Court of Queen's Bench, Lord Chief Justice Whiteside has pointed to the large amount of business in that court as an answer to those who are attacking the Irish bench.

DUBLIN SPECIAL JURORS.—The Dublin special jurors have held an indignation meeting to complain of the manner in which their time is encroached upon, and of the unfitness of the courts for the convenient conduct of business.

THE Dean of Arches has accepted letters of request from the Bishop of Gloucester and Bristol to hear a suit against the Rev. F. S. Cook, of Clifton, for refusing the sacrament to a parishioner.

SIR R. PHILLIMORE has rejected pleas made by a clergyman, against whom a suit for alleged ritualistic practices is pending, that the promoter was a dissenter and that the costs were provided for him.

MR. G. P. MARTIN, Paymaster R.N., barrister-at-law, who has for some time past discharged the duties of officiating judge-advocate at Portsmouth in a very able manner, has been appointed to the post of Deputy-Judge Advocate of Her Majesty's fleet.

At a Court of Common Council held at the Guildhall, the 28th ult., Mr. Richard James Pawley, who was for many years deputy-registrar of this court, and who has since the elevation of Mr. Woodthorpe Brandon to be assistant judge actually been the registrar, was elected to hold the registrarship.

ELECTION CHARGES IN THE UNITED KINGDOM.—The Parliamentary document just issued on "Election Charges" extends to the United Kingdom, and is of public interest. In England, at North Durham, it cost two candidates £17,601, and two others £10,601. There were large sums at other places, and also in Ireland and Scotland. The lowest amount was £13s. 6d., to the Marquis of Lorne, for his uncontested seat.

BARRISTERS' BENEVOLENT ASSOCIATION.—Members of the Bar will be glad to hear that the Chief Justice of England has consented to preside at the annual meeting of the above association. A large gathering of members of the judicial bench and the Bar is expected at the meeting, which will be held in the Middle Temple Hall, on Friday, the 12th inst., at half-past four.

SINCE the commencement of the Bankruptcy Act 1869, and up to the end of last year, thirteen trustees have been removed from their office, eighteen have become bankrupt, twelve have been ordered to be committed for contempt of court, and forty-five are not to be found. Several trustees have been charged 20 per cent. interest, under sect. 30, for retaining in their hands moneys belonging to the estates.

KIDDERMINSTER ELECTION INQUIRY.—Mr. Commissioner Saunders has decided that the election for the north ward must be voided on the ground of general corruption. He acquitted the respondent of participation, and held that there was no proof of agency. The respondents' counsel applied for costs, and his Honour said each party must pay his own costs. Mr. Meredith, M.P., who represented the petitioners, said the Conservatives had been put to an enormous expense in the matter, but they were determined to put down the system which had prevailed.

FAILURE OF A FIRM OF WRITERS TO THE SIGNET.—On Monday an advertisement appeared in the newspapers calling a meeting of the creditors of Messrs. Scarth, of Leith. As the firm was an old-established one, standing high in public estimation, the circumstance took people by surprise. Much sympathy was felt for the partners of the firm, especially the senior one, Mr. Scarth, who is far advanced in life. Strange rumours were afloat regarding the causes of the failure. It is supposed the liabilities are considerable—some say as much as £60,000. Fears are entertained that not a few clients and aged people, whose business was in the hands of Messrs. Scarth, will lose heavily.—*Edinburgh Daily Review*.

A DECISION has been given by the Supreme Court of Victoria which appears likely to prevent the compulsory clauses of the Education Statute being enforced till an amending Act shall have been passed. Several persons at Williamstown were summoned for not sending their children, between six and fifteen years of age, to school, and the magistrates imposed nominal fines. One of the parties fined appealed to the Supreme Court, on the ground that there was no proof that the child was within the school age. It was attempted to be argued for the prosecution that the onus of proof of age rested with the defence, but the court held that it was for the prosecution to prove the age, and therefore decided for the defendant. This decision will necessitate supplementary legislation.—*School Board Chronicle*.

THE TICHBORNE NUISANCE.—The "Tichborne" nuisance is really becoming a serious matter for politicians. The following resolution, which has been passed by the "Tichborne Release Association" at Chatham, has been forwarded to Mr. W. H. Stone:—"Resolved that the secretary write to W. H. Stone, Esq., the Liberal candidate for Chatham, and that he be asked if he will, in the event of being returned, would he present (*sic*) to House of Commons (and support the same) a petition for the release of Sir R. C. D. Tichborne Bart from Prison, and also for the abolition of Gray's Inn, and that unless he pledge himself to do so he will not be supported by the members of the said association. Would you be so kind as to let me know (*sic*) by Friday, as we have a meeting in the evening."

At the annual dinner of the Solicitors' Benevolent Society, on Wednesday night, Mr. Justice Fitzgerald, in returning thanks for the toast of "The Lord Chancellor and the Irish Bench," paid a graceful compliment to the Lord Chancellor, observing that the news of his appointment had been received without any envious voice being heard in the Profession. Referring to the Judicature Bill, he said he did not intend to enter the arena of politics, but he could not avoid expressing his regret at the proposed diminution of the Irish judicial staff. The names of the twelve judges alone were known to all the people, and had obtained their respect. At present he was Mr. Justice Fitzgerald, but this time next year he might probably be a judge of the second division of the First Court. He regarded with grave apprehension the proposed abolition of the House of Lords as the Court of Final Appeal. No

doubt the appellate jurisdiction was capable of improvement, but all the members of the Profession must regard such a sweeping change as the substitution of another tribunal for that court with apprehension, as he did himself. If the Lord Chancellor of England, who had the carriage of the Judiciary Act, had promoted some Bill which would consolidate the laws, provide cheap and ready justice, and make the law, instead of being a sealed book, as it is to many, open to all, he would secure the concurrence and assistance of all the members of the Irish Bench, and would hand down his name to posterity, as Napoleon did, with his Code in his hands.

A WARNING TO SO-CALLED "OFFICIAL TRUSTEES" AND "BANKRUPTCY ACCOUNTANTS."—At the Manchester County Court the court was moved to rescind an order directing certain resolutions to be registered. The motion was made on the ground that the resolution had been obtained by fraud. Previous to the filing of the petition the debtor saw Mr. Melville, auctioneer (who also acted occasionally as a solicitor's clerk at his office). Affidavits filed in court by the debtor state that by Melville's directions a sham creditor was inserted in the request and list of creditors in order to obtain the majority requisite to carry the liquidation. Melville's clerk, it was stated, was therefore entered. Resolutions were by this means passed, one of which appointed Melville trustee. The debtor, however, subsequently gave Melville notice not to proceed further with the liquidation proceedings, because his relations were about to pay all his creditors in full. The creditors were so paid, Melville's clerk, of course, excepted. This fact, it is stated, was made known to Melville by several creditors, but Melville persisted in his course, and applied to the court for an order to register, and he placed three men in possession of the debtor's property. On the application of the debtor on the 13th Melville was directed to withdraw from possession by the order of the court. The motion now before the court was first heard on the 15th ult., when Mr. Fleming appeared for Melville. The motion was then adjourned to allow Melville to file affidavits. He now, however, withdrew opposition to the motion, and consented to pay the debtor's costs. The registrar said it was well that such a course had been taken. Had the matter gone on steps would have been ordered by him which would have been very serious to parties concerned; for it appeared to him that there had been an endeavour to play a gross fraud upon the court, and at the time the fraud was attempted he feared the trustee knew more about it than he should have done.

AN AMERICAN LAWYER.—A transatlantic periodical gives the following account of the style of speech of a San Franciscan advocate: "He rose in the court room amid deep silence, and proceeded to close for the prosecution. Pale as the white wall around him, with long and flowing black locks, his eye burning and glowing like a blazing coal, he tore the veil of sophistry woven around the subject by his adversaries, and laid the bald and awful facts before the jury. Now rising to awful denunciation, he seemed a Nemesis to the cowering criminal before him; now he turned his voice to low persuasion as he sought to mould the jury to his wishes. But as he paused, after a tremendous effort, his eye persuaded him that unless he called to his aid some new and startling line of action the verdict would be against him. At the time an old eccentric man was bailiff of the court. One of his peculiarities was to sleep through the arguments of counsel, and naught could arouse him save the command of the court, and the voice of the District-Attorney directing him to do some official act, but at these well-known sounds he would start from his seat with an alacrity remarkable for one of his years. Turning to the man (who was enjoying his usual nap), Byrne, to whom his idiosyncrasy was well known, pointed his finger at the peaceful countenance, and then eulogised his faithful attention to his duties. "But," said said he, 'he has in this case left one duty unperformed.' Then, with a voice that thrilled through men's hearts and made the rafters ring: 'Mr. Bailiff, call William Adams!' The old man sprang from his seat, and hurrying across the court-room to the entrance beyond, called, in a weird, thick manner, the dead man's name: 'William Adams, William Adams, William Adams, come into court.' The criminal shivered in his seat, men's blood flowed coldly, and the silence was death. Justice seemed crying to heaven for retribution; the faces of jurors grew white and blue, and each man glued his eye upon the door as if he expected the apparition to answer the summons. 'Gentlemen,' continued Byrne, 'that witness can never come. The one who can relate to you the circumstance of this tragedy lies in his cold and silent grave. No bailiff's voice can arouse him from his eternal sleep; naught save the clarion blast of the Archangel's trump can pierce the adamantine walls of his resting-place. He has been deafened for ever

by him who now stands arraigned at this bar. Base, brutal, bloody man, upon you hangs this awful responsibility. Your hands have dabbled in his blood, and, as the instrument of outraged society, I demand your conviction.' Genius triumphed. Justice was vindicated, and the prisoner expiated his offence on the scaffold."

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the Law Times being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

BIRMINGHAM LAW SOCIETY.—With reference to your paragraph on this subject, I should like you to be aware that the Birmingham Law Society has been for some years fully alive to the necessity of increasing and improving this library, which was established many years ago through the exertions chiefly of Mr. Arthur Ryland. With this object we have spent during the last three years more than £800, and our catalogue has grown from a pamphlet into a volume. It is because of this increase of the library in the sense of books that we want a larger library in the sense of a building.—G. J. JOHNSON, President.

TEN YEARS' LAW CLERKS.—I perfectly agree with every word you said in your number of the 23rd ult. It is high time that these clerks should pass the preliminary examination in precisely the same manner as others who are not law clerks; indeed, there is a greater necessity for their doing so for gentlemen's sons always receive a good education, whilst the law clerks, as a rule, receive little or none. This should be put a stop to, and the sooner the better. You will be surprised when I tell you that in the little town in which I reside, of about 4000 inhabitants, no less than seven salary clerks have within a few years gone to town, got into attorneys' offices and got articulated without passing the preliminary examination. When I was articulated, I paid £120 for the stamp—this was some security for the Profession; when this was lowered to £80, the preliminary examination was intended to confine it to educated persons, but this now seems to be a dead letter, and we are getting the Profession filled with uneducated law clerks. A law association should be established in every borough town in England and Wales to watch the interest of the Profession in general and the country attorneys in particular. The Incorporated Law Society appears to me to watch the interest of the town solicitors, and it is high time we should take care of ourselves.

AN OLD COUNTRY ATTORNEY.

THE MASTER AND SERVANTS' ACT.—The decision of Mr. Bridge at the Hammersmith Police Court is not supported by the 4 Geo. 4, c. 39, s. 3, which clearly provides that a contract in writing is only necessary where the complaint is that the defendant has not "entered into or commenced" his work. Where the defendant has "entered into such service," and afterwards absents himself, the Act may be enforced, "whether such contract shall be in writing or not in writing." I subjoin the section (4 Geo. 4, c. 34, s. 3):

That if any servant in husbandry, artificer, &c., shall contract with any person or persons whomsoever, to serve him, her, or them for any time or times whatsoever, or in any other manner, and shall not enter into or commence his or her service according to his or her contract (such contract being in writing and signed by the contracting parties), or having entered into such service shall absent himself or herself from his or her service before the term of his or her contract, whether such contract shall be in writing or not in writing, shall be completed, or neglect to fulfil the same, &c.

—A SUBSCRIBER.

COSTS OF RESPONDENTS BEFORE JUSTICES.—Your impression of the 30th ult. contains severe strictures upon the Justices of Middlesex, apparently upon the assumption that by their direction respondent justices and magistrates are no longer represented upon appeals. No such direction has in fact ever been given. It is possible that your informant may have had in his mind the refusal of the justices to make an order for payment out of the county rate of the costs incurred by respondent justices in showing cause against a rule nisi for a mandamus. Having regard, however, to the statute 35 & 36 Vict. c. 26, I imagine no objection could be taken to that refusal. Upon the general principle raised in your remarks, I fail to see on what ground the county is to be specially charged with the support of convictions made by justices out of sessions. If convictions are to be supported, why not orders also? The quashing of an order in bastardy, for example, in consequence of the non-appearance of the respondent, may work quite as much injustice as the quashing of a conviction for a similar reason. Yet it is probably not desired that the county

should be bound to provide for the due hearing of the respondent's case in every appeal. Such a practice would be as anomalous as an order made by a superior court directing its officers to take care that the rulings of its judges at Nisi Prius should be adequately supported in banco. In the case of appeals against convictions by police magistrates the proper authorities to interfere would seem to be the Treasury or the Home Office, or the commissioners of police, not the county justices. The statute to which you refer has not, so far as I am aware, produced nightmare amongst county authorities. The well settled rule is certainly not unknown to them, that in successful appeals costs may be given against the prosecutor or informant. Suppose, however, as generally happens, the prosecutor is a "man of straw," whence are to come the costs of the respondent justices? I take it that you would be the first to admit that they could not be paid out of the county rate. With regard to the dictum of Lord Tenterden, I would call your attention to the case of *Reg. v. Goodall* (L. Rep. 9 Q. B. 559), in which it is laid down by Blackburn, J., that in the event of justices being named as parties to the appeal, and of their appearing at the hearing, they would probably render themselves liable to costs. I would also point out to you that when respondent justices do get their costs they are entitled to no more than the ordinary taxed costs between party and party. These considerations may all tend to show that an alteration of the law is needed, but there are no grounds, I submit, for censuring the justices of Middlesex, who must administer the law as they find it, and carefully watch the application of the county rates. THE COUNTY SOLICITOR.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

98. ADMINISTERING OATHS.—Can any of your readers inform me whether commissioners to administer oaths and for taking affidavits are under any legal obligation to swear applicants on tender of the proper fee; if they are, what is the nature of the obligation, and in what manner can it be enforced. S. L. S.
[We know of no such obligation, nor do we believe that any such exists.—ED. SOLS' DEPT.]

99. WILL—LEGACY.—A (a married woman), having a vested interest in a legacy dies in the lifetime of her husband. A's husband then dies, leaving a will passing all his estate, but before the legacy is payable. To whom does the legacy go? I shall be glad if some of your numerous readers will answer the above. M. A

Answers.

(Q. 95.) **FINAL EXAMINATION, TRINITY TERM, 1875.**—Some time previous to the first day of the term next preceding that in which you intend to be examined, a notice in the following form must be left at the Incorporated Law Society: "Notice is hereby given, that (here state name), of (residence), whose places of abode for the last preceding twelve months have been at (here state), and who was lately under articles of clerkship (and assignment) to (here state), of (residence) (and of []), intends to apply next (here state) Term for examination, in order to be admitted an attorney of Her Majesty's Court of Queen's Bench at Westminster, dated, &c. For further particulars I would refer 'An Articled Clerk' to a little book published by Butterworth, entitled 'Handy Book of Elementary Law,' by M. S. Mosely, Esq., Solicitor. W. S. C.

LAW SOCIETIES.

THE DUBLIN ASSOCIATED LAW CLERKS' SOCIETY.

The following is an abridged report of a sub-committee of this society:

"It first refers to the many evils that have arisen for want of any system of registration of trained law clerks; the loss to employers and clients by the mistakes and want of knowledge of badly-instructed clerks; the additional labour and responsibility incurred by barristers, chief clerks, registrars, and examiners at the courts and at the Legacy and Succession Duty Office, in trying to transact business with clerks unacquainted with the most elementary principles of their business; and it states that one of the Chancery chief clerks, with the view of discountenancing the employment of such persons, refuses to allow the costs of attendances to solicitors represented before him by insufficiently-instructed clerks. It recommends that the association should, with the approbation of the Incorporated Law Society, endeavour to obtain from the judges an order establishing a general registry of law clerks, this registry to be

kept in duplicate, one copy at the courts and one at the offices of the association. Upon this registry every law clerk of five years' standing, whose employer would sign a certificate of his character and ability, should be placed, and should receive a certificate of registration, which would entitle him to practise as a law clerk in all the offices of the Law and Equity Courts, and would confer upon him the status of a registered or associated law clerk. There should be subdivisions of this registry, upon which provincial clerks, and the various grades of indoor clerks, draftsmen, conveyancers, cost drawers, engrossers, and copying clerks should be placed, and also a supplemental registry for junior clerks, to be managed thus:—Every existing junior clerk should be placed upon it on the certificate of his employer; and as to future junior clerks, it is proposed that when a youth enters a solicitor's office he should obtain from the association a preliminary or junior clerk's certificate. After the lapse of five years he should be entitled to apply for a final or senior clerk's certificate, which should be issued to him upon passing an examination in such branches of the business of a law clerk as should be decided on by the council of the association. These certificates should be renewed from time to time, and the judges should have power to revoke or suspend the certificate of any clerk misconducting himself. The report then proposes that the views of the Law Society and the officers of the courts should be ascertained upon the subject, and concludes with enumerating the advantages which would accrue to all parties interested in the administration of justice by the carrying into operation of the system of registration sketched out.—[We commend the above to the consideration of law clerks in London.—ED. SOLS' DEPT.]

THE IRISH SOLICITORS' BENEVOLENT ASSOCIATION.

THE annual meeting of this association was held on the 28th ult. We are glad to find the association doing such good work as its report testifies, but we regret, with Mr. Shannon, that only one-fourth of the Profession subscribe to such an admirable and deserving object. This is, probably, because so many members of the Profession exercise much private benevolence to their less fortunate brethren, but, we trust, the report for next year will show an improvement in the list of subscribers. Everyone in the Profession should assist at such a worthy meeting as the approaching banquet, and many will be attracted, of both branches, to be present by the knowledge that the courteous and learned Lord Chief Baron is to preside.—*Irish Law Times.*

LANCASTER LAW STUDENTS' DEBATING SOCIETY.

ON Friday evening, the 29th ult., a preliminary meeting for the formation of the above society was held at Lancaster. All the articulated clerks of the town have become members, and it is expected that this society (which is a reinstitution of a society that collapsed about two years ago) will be a success.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, Feb. 4, 1875, the following being present, viz.: Messrs. Desborough (chairman), Steward, Carpenter, Finch, Kelly, Lovill, Sawtell, Styant, Tylee, Williamson, and Boodle (secretary), grants of £10 and £5 were made to the daughters of two deceased non-members. Two new members were elected, and other ordinary business was transacted.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A GENERAL meeting of this society was held on Monday the 1st inst., at the County Court, Mr. R. Welsh in the chair. The secretary announced that he had received a donation of £1 from the Rev. W. B. Calvert, Vicar of Huddersfield, and read a letter which he had written thanking Mr. Calvert for his generous gift. Mr. Yeoman then stated that he felt reluctantly obliged, for reasons which he need not mention, to resign his office of honorary secretary and treasurer. This statement was received with general regret by the members present, and a hearty vote of thanks was accorded to Mr. Yeoman for the valuable services rendered by him to the society during his term of office. Mr. J. W. Piercy, by an unanimous vote, was chosen as Mr. Yeoman's successor. The meeting then proceeded to discuss the following questions:

(1) Is the fact of a bill of exchange being drawn in favour of a married woman, notice actual or constructive that it is part of her separate estate? (Byles on Bills, p. 65.)

(2) Is it a good defence to an action against the drawer of a bill of exchange, that, at the time when the plaintiff discounted it, he verbally

agreed, in the event of its being dishonoured, not to proceed against the drawer, who had indorsed the bill to him? (*Pike v. Street*, 1 M. & M. 226; *Abbey v. Cruz*, L. Rep. 5 C. P. 37.)

Messrs. J. Yeoman and J. R. Haigh argued both questions in the affirmative, and Messrs. J. H. Dransfield and E. F. Brook supported the negative. On a division the first question was decided in the affirmative by a majority of two, the second question being negatived by the chairman's casting vote.

[Few honorary secretaries of law students' debating societies have been more energetic in the discharge of their duties than Mr. Yeoman; we regret to hear of his resignation, and hope his successor will render equally valuable service to the society.—ED. SOLS' DEPT.]

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clements Inn Hall on Wednesday, the 3rd day of January, 1875, Mr. W. B. Girling in the chair. Mr. T. B. Girling opened the subject for the evening's debate, viz.: That the right of foreign attachment exercised by the Mayor's Court should be extended to the Superior Courts. The motion was lost by a majority of seven. The subject for next week's discussion is: Is a solicitor mortgagee, who acts for himself in a redemption suit, entitled to costs beyond those out of pocket. To be supported by Messrs. Burrows and Davies; to be opposed by Messrs. Blunt and Merton. Previous to the debate a mock trial will be held. Members are specially requested to attend.

LAW STUDENT'S DEBATING SOCIETY.

AT the usual weekly meeting of this Society, held at the Law Institution on Tuesday last, Mr. James Wilson Addyman was duly elected a member of the Society. The following legal question was discussed:—"Upon a sale by auction of real estate, the particulars stated that the sale was 'by direction of the proprietor,' but the name of the vendor did not appear. The memorandum endorsed on the particulars was signed by the purchaser and by the auctioneer 'on behalf of the vendor.' Was the vendor sufficiently described, and the memorandum sufficient to satisfy the Statute of Frauds?" The question was very fully discussed by the members present, and was ultimately carried in the affirmative by a majority of six votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.

THE annual meeting of the Birmingham Law Students' Society was held on Wednesday, at the Great Western Hotel, Mr. A. Staveley Hill, Q.C., M.P., presiding.

At the conclusion of the dinner, Mr. W. H. Warlow, hon. secretary, read his report, which stated that the society had enjoyed an uninterrupted course of progress and usefulness in the objects for which it was instituted. At the present time the society numbered 182 honorary members and 57 ordinary members. Many new books, suitable for students, had been added to the library, and twelve additional members had, during the year, been admitted.

Mr. B. Weeks, treasurer, next read his report, which set forth that the tardy payment of subscriptions had led to the adoption of the system of collection by a specially paid person. The society was not only free from debt, but had a well-stocked library.

The Chairman then delivered a lengthy address. After the usual toasts, including a hearty vote of thanks to the chairman, the following gentlemen were appointed to form the committee for the ensuing year:—Messrs. J. Browett, F. W. Lowe, F. A. Malins, G. W. Hickman, M.A., H. Parish, W. Johnson, A. A. Baker, J. Norman, J. Rider, W. J. Sutton, W. H. Warlow, and B. Weeks.

The proceedings then terminated.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

LORD ST. LEONARDS.

THE late Right Hon. Edward Burtenshaw Sugden, Lord St. Leonards, of Slangham, Sussex, in the Peerage of the United Kingdom, LL.D. and D.C.L., formerly Lord High Chancellor of Great Britain, who died on the 29th ult., at his seat, Boyle Farm, near Thames Ditton, in the ninety-fourth year of his age, was the second son of the late Mr. Richard Sugden, a respectable tradesman—a wig-maker—in Duke-street, Westminster. He was born on the 12th Feb. 1781, and was to a large degree self educated, *faber fortuna suæ*. He

gained the first rudiments of his education at home, and the rest at a private school. Nearly all that is known about the commencement of his legal career is that towards the end of the last century, while still under age, he entered the office of a certain conveyancer. The tradition widely believed, is that while still quite a youth, and employed as a clerk in the offices of a large firm of solicitors in London, he was in the habit of taking matters of business for them to the chambers of an eminent conveyancer—we have heard it said, the late Mr. Duval. The latter one day, having occasion to speak to young Sugden with reference to some business that he had brought to him, was so struck with the lad's acquaintance with the law of the case, that, at the suggestion of the firm, Mr. Duval took him as a pupil without the customary fee; and it was in this eminent man's chambers that he got that insight into the law of real property which afterwards led him to the woolstack. Mr. Sugden became a member of Lincoln's-inn at the same time at which he entered Mr. Duval's chambers as a pupil, and, having completed the needful number of terms, commenced business on his own account as a conveyancer under the Bar, and in this capacity soon became as favourably known to solicitors for his punctuality and assiduity as he was for his knowledge of the law; but it was some time before his special qualifications as a lawyer were recognised and appreciated by the public at large. Even at this early stage of his career he gave evidence of his minute acquaintance with the branch of the profession he had made his special study, by the publication of his treatise on "Vendors and Purchasers," a work which at once became a text-book with the Profession, and which, enlarged from time to time, has since gone through several editions. This work was written before Mr. Sugden had reached his twenty-second year, and, as he tells us in the preface to the 13th edition, published in 1857, the book was certainly the foundation of his early success in life. To the general reader, it may be remarked, this work is of an intensely practical character. Its sweep is immense. The gifted author exhibits the power of grasping the whole subject, however extensive and complicated, and yet applying accurate, and the latest, legal knowledge to the minutest exigency. He was called to the Bar by the Honourable Society of Lincoln's-inn in 1807, and early in the following year published his "Practical Treatise of Powers," which is regarded as eminently characteristic of its author's legal genius; it at once elevated him to a conspicuous position in the foremost rank of his profession; and he soon entered upon a respectable practice, which continued constantly enlarging till, as was generally admitted, it became one of the most lucrative in that particular branch. Occasionally he argued a case in the Court of Chancery, and for a few years most of those special cases which were brought before the Court of Kings Bench relating to the laws of real property. Most of these cases, we may add, will be found in East's, Maule and Selwyn's, and Barnwell and Alderson's "Reports." In 1817 he quitted his chambers and conveyancing altogether, and took his seat in the Chancery Court. His profound knowledge of equity soon rendered him remarkable among Chancery barristers. In 1823 Lord Eldon conferred upon him the honour of a silk gown, and in the same year he was elevated to the position of a bencher of Lincoln's-inn. In early life Mr. Sugden's ambition led him to aspire to senatorial honours, and he accordingly stood several contested elections, having been an unsuccessful candidate for Shoreham in 1826, and for Cambridge, if we remember right, more than once, his opponent being the late Lord Monteagle. He had also offered himself as far back as the year 1818 as a candidate for Sussex, in which county he had bought a small property called Tilgate Forest, but he withdrew without going to the poll. The story of his standing for Sussex and for Shoreham runs as follows: In 1826, as the general election was approaching, a vacancy was expected in the representation of Shoreham. Mr. Sugden, being in want of a seat, made overtures to the electors, and, considering that it was useless to prosecute a canvass without first conciliating the goodwill of the Duke of Norfolk, he applied to his friend the late Mr. Charles Butler, the eminent Roman Catholic barrister, to solicit his Grace's interest. According to Mr. Horsfield, the historian of Sussex, "Mr. Butler wrote to one of the duke's most influential friends requesting his support, and stating in this letter that Mr. Sugden was 'a decided friend of Catholic Emancipation,' a measure which at that time was of paramount interest. For some cause or other, however, the duke withheld his support, and a relation of his own, Mr. Henry Howard, offered his services. On this," adds Horsfield, "Mr. Sugden addressed the electors, stating to them that he sought their support in order to help them to work out their own independence, and, among other things, his handbill contained the following paragraph: 'I have pledged myself to vote against the admission of Catholics

into Parliament, and that pledge I shall faithfully redeem.' By some means or other Mr. C. Butler's letter came to the knowledge of the freeholders, who, feeling that they had been treated ill in the matter, declined supporting Mr. Sugden. The result was that his claims were rejected, and he found himself at the bottom of the poll, the numbers being—for Sir Charles M. Burrell, 865; for Mr. Henry Howard, 545; for Mr. Sugden, 483. In 1818 Sir Godfrey Webster suddenly announced his intention to withdraw from the representation of Sussex, and the Tories endeavoured to steal a march on their opponents by putting forward Mr. Sugden, who was nominated, together with Mr. Walter Burrell, and fully expected to be forthwith girt with the sword of a 'Knight of the Shire,' being strongly supported by Mr. Huskisson and the Government. At the last moment, however, Sir G. Webster was again put into nomination without his knowledge; and at the end of the first day's poll Mr. Sugden was glad to retire from the hopeless contest, having polled only 122 votes." It was on the hustings at one of these elections that an incident occurred which does honour to Sugden's good sense and feeling. He was publicly twitted by one of the mob in his opponents' interest with being the son of a barber. "Yes," he replied, "I was, and I still am, the son of a barber; but there is one difference between myself and my assailant, and that is this—I was a barber's son and have risen to be a barrister; but if he had been a barber's son, he would probably have remained a barber's boy to the end of his life." In 1828, however, Mr. Sugden took his seat in the House of Commons as one of the members for Weymouth and Melcombe Regis. In the next year he was appointed Solicitor-General, when he received the customary honour of knighthood, and he was again returned for Weymouth, as he was also at the general election after the death of King George IV. At the next general election he was returned for the now disfranchised borough of St. Mawes, in Cornwall, and sat till the passing of the first Reform Bill. On the first occasion of Mr. Sugden addressing the House of Commons he stood forward as the vigorous upholder of the Court of Chancery. A motion had been made to inquire into abuses connected with the constitution and practice of that court. The advocates of improvement characterised the court as it then existed as "a public curse." Against this Mr. Sugden protested in vehement terms, saying that "a court which had conferred so many important benefits on the country ought not to be exposed to public odium;" indeed, his earliest parliamentary utterances generally were a thorough-going defence of the Court of Chancery, and he even went so far as to assert that it was "chiefly fraudulent trustees" who complained of the court, so that it was a surprise to many when he came forward a few weeks afterwards with a Bill for the amendment of the Law as administered in Chancery. On the proposal to repeal the Usury Laws, Mr. Sugden objected, on the ground that this "repeal would be productive of great mischief, both to the commercial and the landed interest;" and he took this position, notwithstanding "he was convinced of the injurious effects" of those laws.

Sir Edward Sugden opposed the Reform Bill of 1831 as creating the £10 householder, a kind of voter who would be found venal and corrupt. In one of his effective speeches against the passing of that Bill he endeavoured to show its evil tendency, and ended with threats of bringing before the House the dealings of Daniel O'Connell with the Irish Government. Indeed, among the opponents of the Reform Bill there were few more persistent or more shrewd than Sir Edward Sugden. The passages of arms between Sir Edward and Lord Brougham, on the elevation of the latter to the Lord Chancellorship, will be fresh in the recollection of many of our readers. These squabbles and attacks were almost of daily occurrence, perhaps greatly to the amusement of lookers-on, but much to the detriment of the due and orderly administration of justice, and they waxed even fiercer and more personal, till at last Lord Brougham so far forgot himself as to transfer the battleground from the Court of Chancery to the House of Lords, and there, where his opponent could not reply, he made a savage attack on Sir Edward Sugden. Sir Edward took his revenge by replying in the House of Commons, where he declared that, while the office of Lord Chancellor would ever command his respect, he "could never entertain any for the man who then filled it." This state of things called forth an article on the subject in *Blackwood's Magazine* for April 1834, wherein the writer amusingly asks, "Did you ever chance to hear, reader, of a certain Sir Edward Sugden? Do you know that he is the most consummate real property lawyer that lives—perhaps that ever lived—in this country? That he is admitted on all hands to be the first practitioner in the Court of Chancery? And this is the man over whose head, to the indignation of the profession, Lord Brougham scrambles into the hancellor's chair; this formidable individual as henceforth to appear before Lord Brougham,

as a counsel, and that in the profoundest discussions upon the most subtle and complicated of sciences. He was not to be cajoled by the new Lord Chancellor into acquiescence in his various innovations; for no sooner was Lord Brougham seated than, like a madman scattering firebrands, arrows, and death, he began to suggest alterations by wholesale in a system with which he was about Sir Edward, in his place in Parliament, suggested an inquiry into certain manoeuvres of his Lordship. As soon as this came to the ears of the courteous and philosophic Chancellor, did he temperately and dignifiedly vindicate himself? No: he called Sir Edward Sugden a bug." The newspapers in 1834 asserted that Lord Brougham, when he once proposed to sever the political and legal duties of the Lord Chancellor, proposed to offer to Sir Edward Sugden the latter portion of the work, *à sa demande* for his own insulting conduct. In 1835 Sir Edward was appointed Lord Chancellor of Ireland, but did not hold the office more than a few months. In 1841 he was again summoned to the same post, and it is understood that a peerage was then offered him, but this latter honour he declined. In the meantime—namely, from 1837 to 1841, he had again held a seat at St. Stephen's as member for Ripon. He retained the seals of the Irish Chancery till the fall of the Peel Administration in 1846, having given the greatest satisfaction both to the Bar and to the suitors in that court. During the Whig Administration which followed, Sir Edward Sugden remained in retirement; but on the Earl of Derby first coming into power, for his short Administration of 1852, he was at once offered the position of Lord High Chancellor of Great Britain. This offer, of course, involved an English peerage, and Sir Edward's scruples having by this time become weakened, he took his seat on the woolsack under the title of Lord St. Leonards. Great expectations were formed of the beneficial results of this appointment, but they were doomed to disappointment from the speedy downfall of the Ministry, after about ten months' existence.

His accession to the woolsack may be said to have raised a positive excitement in the legal profession, of which, to some extent, the general public partook, for on the first day on which he took his seat as Chancellor in the old hall of Lincoln's Inn, an immense crowd assembled, so great as to fill the then tolerably spacious chamber, and to overflow its approaches on all sides. This crowding of the court continued daily for a fortnight, to the great interference with the conduct of business; and at length it was found necessary to take steps to limit the number of persons who should enter the court. In his demeanour as Lord Chancellor there was a good deal that was remarkable in Lord St. Leonards. He usually sat erect, with his countenance immovably composed, and he rarely broke silence, though now and again he would let drop in a sarcastic tone some such inquiry to an adventurous counsel as "Do you mean to say that that is law?" He seldom, if ever, took notes; and, as a rule, he delivered unwritten judgments. One of his first acts as Lord Chancellor was to sketch the series of law reforms he proposed to introduce. These reforms were not startling, either in character or magnitude, yet they would probably have been regarded by him as revolutionary had they been brought before the House of Commons when he became a member of it in 1828. Although still a Tory, Lord St. Leonards had ceased to be a humble and careful follower in the footsteps of Lord Eldon. Experience, by modifying his prejudices, had rendered his principles less stern and unbending.

On Lord Derby's return to power in 1859, Lord St. Leonards was again offered the seals of his former office; but, his Lordship was then in his 78th year, and probably feeling that age had dulled the sharpness of his intellect, and the vigour of his power, he declined the offer, therefore, and though his years were lengthened much beyond the ordinary span, he never again resumed office. His Lordship did not, however, relinquish all interest in public affairs. On the contrary, he continued for many years to take an active and efficient part in the judicial business of the House of Lords; and, almost up to the age of ninety was a constant attendant at its legislative sittings, where all projects of law reform excited in him a keen interest, and provoked his searching criticism.

With the end of the year 1852 ended the active public life of Lord St. Leonards, although for many years subsequently he took part constantly in the legal business which was brought on appeal before the House of Lords, where, until he was nearer ninety than eighty years of age, his vigorous and acute intellect shone forth; and as long as he was able to take up his position among the law lords it could hardly be said that the legal element of the Upper House showed any falling off from what it had been in the days of Lyndhurst. Away from the House of Lords, at his country seat near Kingston-on-Thames, he would gather his private and political friends around his hospitable table of an evening

and discuss old times in the law courts and in St. Stephen's over the best of Madeira, having devoted his mornings to the practical superintendence of his estate and farm, and amusing his leisure hours by 'posting' up all the recent decisions of the various courts of law in his commonplace book, and in well-thumbed and interleaved copies of his own legal works, the copyright of which he kept in his own hands as a source of permanent income. We believe it is no secret that to these books he devoted so much care and diligence that it was with him a principle literally to have 'nulla dies sine linea,' so that it would be quite easy for his executors to bring out to-morrow new editions of them all, corrected to the very latest date.

It is to be regretted, perhaps, that he appeared rather as the critic of other men's reforms, than as the projector of any of his own, but this part he chose deliberately, and he faithfully discharged it. Whoever might be absent when a question of law reform was to be discussed, Lord St. Leonards was sure to be present, and the schemes of his colleagues was subjected by him to a searching examination, which few of them were in a condition to bear. His expositions, however, were wasted upon the million, and were intended only for the benefit of the law lords. Accordingly when he began one of his exhaustive harangues, it was no unusual case for the House to be deserted by all but the Lord Chancellor and one or two of the legal peers. He has often kept the House for hours together, when there were less than half a dozen peers present, pouring forth his ample stores of legal learning in a copious and continuous stream. For the last few sessions, however, the infirmities of age had grown upon him, and he ceased to attend the house.

The publications of Lord St. Leonards are numerous, and all of them relate to legal questions. Besides the two works mentioned above, he was the author of some valuable notes and references, and also an introduction to an edition of Gilbert's "Law of Uses and Trusts," and of several works of lesser import, but of value, such as "Considerations on the Rate of Interest on Redeemable Annuities," "Observations on a General Registry of Land," "An Essay on the New Statutes on the Limitation of Time in Estates Tail," and a small volume, which was designed to be and became popular, entitled "A Handy Book on Real Property Law." At different periods of his career he also published "A Series of Letters to a Man of Property, on the Sale, Purchase, Mortgaging, Leasing, Settling, and Devising of Estates;" and "A Treatise on the Law of Property, as administered in the House of Lords." His Lordship, besides, issued in the form of pamphlets judgments delivered by him in the House of Lords in the great "Bridgewater Will Case" and "the *Alexandra Case*." In addition to these judicial dissertations pronounced as a law lord, he gave to the world addresses offered to the Upper House more in his character of a legislator, on the subject of "Life Peerages" and "On the application of the Suitors' Fee-Fund in Chancery to the Building of the new Law Courts." As a law reformer, he was not zealous nor active; but he did whilst he was a law lord contribute to the Statute Book "An Act to amend the Law of Real Property," and in 1852 he carried into effect the recommendations of a commission appointed by a Whig Government for the "abolition of Masters in Chancery." Indeed, the hand of Lord St. Leonards can be traced in the Statute Book in more places than is generally known. The Annuity Act of 1813, since repealed, which put an end to a flood-tide of ruinous litigation; the statute of 1825 which rendered valid certain decrees and orders in the Rolls which were open to invalidation on a legal flaw; and the Act passed under William IV. having for its main objects the prevention of long imprisonment for contempt, to afford aid and relief to ignorant and poor parties, and to prevent obstinate parties from impeding the course of justice after the decree or order of the Court—these were his, wholly or mainly. To these may be added another statute of 1830 amending the law relating to illusory appointments, another amending the law for the payment of debts out of the real estate, and a third for extending the powers of the equity courts and the powers of trustees and mortgagees to make a satisfactory title to what they have mortgaged or sold. "For the amendment of the law of lunacy and lunatics," says a writer in the *Times*, "The country owes no greater debt to anyone than it owes to Lord St. Leonards, and the same may be said of the law with respect to the imprisonment of debtors. Indeed, we may mention a fact which hitherto, we believe, has never been made public: that in the midst of his most pressing occupations he would find time to pay secret visits to the old Fleet Prison, converse with its wretched inmates, and give them, without fee, the benefit of his advice and counsel, which he often followed up by paying out of his own pocket the costs for which they were incarcerated, and so procuring their discharge."

The works enumerated above are mostly exclu-

sively professional, and were addressed only to legal circles; his "Handy Book of Property," however, appealed to a wider range of readers, and in this his aim was to divest the subject of legal technicalities, and bring the scope and bearing of our system of property law within the comprehension of the general reader. It is stated that for a single edition of "Vendors and Purchasers," of which a fourteenth edition was published in 1862, its author once received the sum unprecedented in the writers of law books, of four thousand guineas! His Lordship will be well remembered for the alteration he effected in the law relating to contempt of courts, and for the conveyance of property of infants, lunatics, mortgagees, &c.

Lord St. Leonards, it may be added, was indeed a great lawyer, whose name will be ranked with those of Lord Hardwicke and Lord Eldon; while in several respects his career was perhaps more remarkable and instructive than that of either. He once communicated to the late Sir T. Fowell Buxton the secret of his success in life: "I resolved when beginning to read law to make everything I acquired perfectly my own, and never to go on to a second thing till I had entirely accomplished the first. Many of my companions read as much in a day as I read in a week; but at the end of twelve months my knowledge was as fresh as the day it was acquired, while theirs had slipped away out of their memories." He was, in a word, a trained lawyer, one who had studied English law just as a German philosopher studies his own speciality, be it what it may. How or why it is we do not presume to say, but the fact is certain, that men of this type are daily growing rarer and rarer. In the days when Lord St. Leonards was first called, the Bar was a much smaller and closer profession than it is now; fees were smaller, work was harder—or, at all events, more continuous—and success was slower. Then an Inn of Court was as sacred and exclusive as an Oxford or Cambridge college, and, like a college, had an inner and domestic life of its own. Barristers then lived in their chambers, dined regularly in the hall of their Inn, and attended the chapel service, and looked forward to a Benchership as being, next to a judgeship, a prize sufficient to content any reasonable ambition. The extraordinary growth of our national prosperity has altered this quiet life and broken up all these old associations. From first to last his great ambition was to succeed to the judicial Bench. For this he lived, worked, and "laid himself out." Nor was this surprising when we take into account the fact that the steady and regular income of a judge was at that time largely in excess of that which any but the very highest talents, supported by the very best of good fortune and luck could command at the Bar. Things are altered now, and many a leading counsel enjoys at the Bar an annual revenue which would be materially reduced if he accepted a seat on the Bench.

The attendance of Lord St. Leonards in the House of Peers in appeal cases was constant and unflagging, so long as his health and strength allowed; and it may be said that for sixteen or seventeen years after his resignation of the Great Seal there was no one more diligent in the discharge of his duties as a "law lord." He generally gave his decisions in these cases without the aid of notes, and always without hesitation; and if the staff of our "law lords" has ever at times been regarded as weak, that weakness could never have been laid at his door. He was always a fair, but at the same time a severe, critic of all questions of law reform as they arose, and therefore he naturally took a deep and special interest in measures relating to the reform of the Law of Real Property. For instance, when Lord Hatherley, in 1869, introduced his Judicature Bills, Lord St. Leonards, though close upon ninety years of age, put forth a clear and lucid criticism on these measures.

We believe that his last appearance in public was on or about his ninetieth birthday, when, as high steward of Kingston-upon-Thames, he rode on horseback at the head of a procession to commemorate the throwing open of the bridge over the Thames entirely free from toll. It was not long before this date that he had come forward in the witness-box either at Horsham or at Lewes in order to give evidence in a case affecting his own interest in a property near St. Leonards Forest, on the borders of Surrey and Sussex. Subsequently on one occasion, in 1872 or 1873, he walked as a private individual into the assize court at Kingston-upon-Thames, and on his entry all the Bar rose in token of respect for his person and years, and this tribute of respect much delighted the venerable peer.

He was sworn a member of the Privy Council in 1834, and in the following year received the degree of LL.D. from Cambridge; he was a deputy-lieutenant for Sussex, a trustee of the British Museum, and also high steward of the borough of Kingston-upon-Thames.

His Lordship married in 1808 Winifred, only child of the late Mr. John Knapp, and by her, who died

in 1861, he had issue three sons and seven daughters. His eldest son, the Hon. Henry Sugden, who was some time Joint Registrar of the Court of Chancery in Ireland, having died in 1866, the title now passes to his Lordship's grandson, Mr. Edward Burtenshaw Sugden, who was born in 1847. Of the other members of his Lordship's family, his second son, the Rev. Frank Sugden, is vicar of Great Hale, Lincolnshire; and his youngest son, Arthur, who died in 1868, was rector of Newdigate, Surrey. Of his Lordship's daughters, the eldest, Laura, married in 1829 Mr. William Jemmett, Commissioner of Bankruptcy at Manchester; Juliet married Mr. Kenneth Dixon, who is deceased; Sophia married Col. F. D. Cleaveland, R.A.; Harriet became the wife of the Rev. Robert Mann, rector of Long Witton, Leicestershire; Caroline married Col. John Taylor, R.A., C.B.; and the youngest, Augusta, married Mr. John Reilly, barrister-at-law, and Deputy-Keeper of the Rolls in Ireland. Another daughter, Charlotte, is unmarried. The remains of Lord St. Leonards were consigned to their last resting-place on the 2nd inst., in the churchyard of St. Nicholas, Thames Ditton. The funeral was private, but many of the inhabitants of the neighbourhood were present to mark their respect for the venerable deceased.

E. FOULKES, ESQ.

THE late Evans Foulkes, Esq., solicitor, who died on the 20th ult., at his residence in St. Mark's-crescent, Regent's Park, of whom we gave a short biography in our last, was a maternal grandson of the late Rev. John Lempriere, D.D., the distinguished author of the classical dictionary which bears his name. He was born at Shebbear, Devonshire, in the year 1846, and was educated at Bedford Grammar School, where he obtained an exhibition on the Harpur foundation, and he graduated in honours at Exeter College, Oxford, in 1867, and was articled to Messrs. Tilleard, of Old Jewry, and was subsequently in the offices of Messrs. Gregory, of Bedford-row, and of Messrs. Cope of Great George-street. An attack of pleuro-pneumonia, lasting for seven days, cut short a promising career. His remains were interred in Highgate Cemetery.

SIR J. H. FISHER.

THE late Sir James Hartle Fisher, Knt., formerly President of the Legislative Assembly of South Australia, who died on the 28th ult. at Adelaide, South Australia, in the eighty-fifth year of his age, was the son of the late James Fisher, Esq., architect, of London, and was born in the year 1790. He was educated with the view of adopting the law as a profession, and having been in due course admitted a solicitor, practised for many years in partnership with Mr. Thomas Rhodes, in Davies-street, Cavendish-square. In 1836 he was appointed Resident Commissioner in South Australia, and was the first mayor of Adelaide, to which office he was elected five times. For several years he held the post of Speaker of the Legislative Council, and on the introduction of responsible government, in 1856, was elected first President of the Legislative Council. He received the honour of knighthood, by letters patent, in 1860, and in 1865 he retired from office and parliament.

THE COURTS AND COURT PAPERS.

SITTINGS AND CAUSE LIST AFTER HILARY TERM.

Equity Courts.

Court of Appeal in Chancery.

At Lincoln's-inn.

Tuesday	Feb. 9	Appeal motions and appeals
Wednesday	10	Appeals
Thursday	11	Ditto
Friday	12	Bankrupt appeals and appeals
Saturday	13	Petitions in lunacy and appeal petitions
Monday	15	Appeal motions and appeals
Tuesday	16	Appeals
Wednesday	17	Ditto
Thursday	18	Ditto
Friday	19	Bankrupt appeals and appeals
Saturday	20	Petitions in lunacy and appeal petitions
Monday	23	Appeal motions and appeals
Tuesday	24	Appeals
Wednesday	25	Ditto
Thursday	26	Ditto
Friday	27	Bankrupt appeals and appeals
Saturday	28	Petitions in lunacy and appeal petitions
Monday	1	Appeal motions and appeals
Tuesday	2	Appeals
Wednesday	3	Ditto
Thursday	4	Ditto
Friday	5	Bankrupt appeals and appeals
Saturday	6	Petitions in lunacy and appeal petitions

Monday	8	Appeal motions and appeals
Tuesday	9	Appeals
Wednesday	10	Ditto
Thursday	11	Ditto
Friday	12	Bankrupt appeals and appeals
Saturday	13	Petitions in lunacy and appeal petitions
Monday	15	Appeal motions and appeals
Tuesday	16	Appeals
Wednesday	17	Ditto
Thursday	18	Ditto
Friday	19	Bankrupt appeals and appeals
Saturday	20	Petitions in lunacy and appeal petitions
Monday	23	Appeal motions and appeals
Tuesday	24	Appeals
Wednesday	25	Ditto

Rolls Court.

At Chancery-lane.

Tuesday	Feb. 9	First Seal. Motions and general paper
Wednesday	10	General paper
Thursday	11	Ditto
Friday	12	Ditto
Saturday	13	Petitions, short causes, adjourned summonses, and general paper
Monday	15	General paper
Tuesday	16	Ditto
Wednesday	17	Ditto
Thursday	18	Second Seal. Motions and general paper
Friday	19	General paper
Saturday	20	Petitions, short causes, adjourned summonses, and general paper
Monday	23	General paper
Tuesday	24	Ditto
Wednesday	25	Ditto
Thursday	26	Third Seal. Motions and general paper
Friday	27	General paper
Saturday	28	Petitions, short causes, adjourned summonses, and general paper
Monday	1	General paper
Tuesday	2	Ditto
Wednesday	3	Ditto
Thursday	4	Fourth Seal. Motions and general paper
Friday	5	General paper
Saturday	6	Petitions, short causes, adjourned summonses, and general paper
Monday	8	General paper
Tuesday	9	Ditto
Wednesday	10	Ditto
Thursday	11	Fifth Seal. Motions and general paper
Friday	12	General paper
Saturday	13	Petitions, short causes, adjourned summonses, and general paper
Monday	15	General paper
Tuesday	16	Ditto
Wednesday	17	Ditto
Thursday	18	Sixth Seal. Motions and general paper
Friday	19	General paper
Saturday	20	Petitions, short causes, adjourned summonses, and general paper
Monday	23	General paper
Tuesday	24	Seventh Seal. Motions and general paper
Wednesday	25	General paper

Unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

V.C. Malins' Court.

At Lincoln's-inn.

Tuesday	Feb. 9	First Seal. Motions and general paper
Wednesday	10	General paper
Thursday	11	Ditto
Friday	12	Petitions and general paper
Saturday	13	Short causes, adjourned summonses, and general paper
Monday	15	General paper
Tuesday	16	Ditto
Wednesday	17	Ditto
Thursday	18	Second Seal. Motions and general paper
Friday	19	Petitions and general paper
Saturday	20	Short causes, adjourned summonses, and general paper
Monday	23	General paper
Tuesday	24	Ditto
Wednesday	25	Ditto
Thursday	26	Third Seal. Motions and general paper
Friday	27	Petitions and general paper
Saturday	28	Short causes, adjourned summonses, and general paper
Monday	1	General paper
Tuesday	2	Ditto
Wednesday	3	Ditto
Thursday	4	Fourth Seal. Motions and general paper
Friday	5	Petitions and general paper
Saturday	6	Short causes, adjourned summonses, and general paper
Monday	8	General paper
Tuesday	9	Ditto
Wednesday	10	Ditto
Thursday	11	Fifth Seal. Motions and general paper
Friday	12	Petitions and general paper
Saturday	13	Short causes, adjourned summonses, and general paper
Monday	15	General paper
Tuesday	16	Ditto

Wednesday, March 17	General paper
Thursday	18 Sixth Seal. Motions and general paper
Friday	19 Petitions and general paper
Saturday	20 Short causes, adjourned summonses, and general paper
Monday	22 County court appeals and general paper
Tuesday	23 Seventh Seal. Motions and general paper
Wednesday	23 General paper

V.C. Bacon's Court.

At Lincoln's-inn.

Tuesday	Feb. 9	First Seal. Motions, adjourned summonses, and general paper
Wednesday	10	General paper
Thursday	11	Ditto
Friday	12	Ditto
Saturday	13	Petitions, short causes, and general paper
Monday	15	In Bankruptcy
Tuesday	16	General paper
Wednesday	17	Ditto
Thursday	18	Second Seal. Motions, adjourned summonses, and general paper
Friday	19	General paper
Saturday	20	Petitions, short causes, and general paper
Monday	22	In Bankruptcy
Tuesday	23	General paper
Wednesday	24	Ditto
Thursday	25	Third Seal. Motions, adjourned summonses and general paper
Friday	26	General paper
Saturday	27	Petitions, short causes, and general paper
Monday	March 1	In Bankruptcy
Tuesday	2	General paper
Wednesday	3	Ditto
Thursday	4	Fourth Seal. Motions, adjourned summonses and general paper
Friday	5	General paper
Saturday	6	Petitions, short causes, and general paper
Monday	8	In Bankruptcy
Tuesday	9	General paper
Wednesday	10	Ditto
Thursday	11	Fifth Seal. Motions, adjourned summonses and general paper
Friday	12	General paper
Saturday	13	Petitions, short causes, and general paper
Monday	15	In Bankruptcy
Tuesday	16	General paper
Wednesday	17	Ditto
Thursday	18	Sixth Seal. Motions, adjourned summonses and general paper
Friday	19	General paper
Saturday	20	Petitions, short causes, and general paper
Monday	22	In Bankruptcy
Tuesday	23	Seventh Seal. Motions, adjourned summonses and general paper
Wednesday	24	General paper

V.C. Hall's Court.

At Lincoln's-inn.

Tuesday	Feb. 9	First Seal. Motions, adjourned summonses and general paper
Wednesday	10	General paper
Thursday	11	Ditto
Friday	12	Petitions and general paper
Saturday	13	Short causes and general paper
Sunday	15	General paper
Monday	16	Ditto
Tuesday	17	Ditto
Wednesday	18	Second Seal. Motions, adjourned summonses and general paper
Thursday	19	Petitions and general paper
Friday	20	Short causes and general paper
Saturday	22	General paper
Sunday	23	Ditto
Monday	24	Ditto
Tuesday	25	Third Seal. Motions, adjourned summonses and general paper
Wednesday	26	Petitions and general paper
Thursday	27	Short causes and general paper
Friday	March 1	General paper
Saturday	2	Ditto
Sunday	3	Ditto
Monday	4	Fourth Seal. Motions, adjourned summonses and general paper
Tuesday	5	Petitions and general paper
Wednesday	6	Short causes and general paper
Thursday	8	General paper
Friday	9	Ditto
Saturday	10	Ditto
Sunday	11	Fifth Seal. Motions, adjourned summonses and general paper
Monday	12	Petitions and general paper
Tuesday	13	Short causes and general paper
Wednesday	15	General paper
Thursday	16	Ditto
Friday	17	Ditto
Saturday	18	Sixth Seal. Motions, adjourned summonses and general paper
Sunday	19	Petitions and general paper
Monday	20	Short causes and general paper
Tuesday	22	General paper
Wednesday	23	Seventh Seal. Motions, adjourned summonses and general paper
Thursday	24	General paper

[B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, can, except by order of the court, be marked to stand over, and within twelve of the last cause or matter in the stated paper of the day for hearing. Any causes intended to be heard as short causes before the Master of the Rolls, or either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard,

and the necessary papers be left in court with the judge's officer the day before the cause comes into the paper.

Further considerations will be taken [before the Master of the Rolls and before each of the Vice-Chancellors Bacon and Hall] as part of the general paper, in priority to original causes, but will not take precedence of any cause or matter that has already appeared in the paper.

BUSINESS OF THE DIVORCE COURT.

It has been intimated that in the event of there being any spare time after finishing the defended divorce causes and before Saturday (to-day), February 6, the Court will proceed with the undefended divorce causes.

SPRING CIRCUITS.

The following is a complete and revised list of the spring Circuits of the Judges:—

HOME.

(The Lord Chief Justice of England—Sir A. J. E. Cockburn, and Mr. Justice Denman.)
Hertford, Feb. 27. Sussex (Brighton or Lewes), March 15.
Chelmsford, March 2. Maidstone, March 8.
Kingston, March 22.

NORFOLK.

(Mr. Justice Blackburn and Mr. Justice Grove.)
Oakham, March 1. Huntingdon, March 18.
Leicester, March 2. Cambridge, March 20.
Northampton, March 5. Ipswich, March 25.
Aylesbury, March 10. Norwich, March 31.
Bedford, March 15.

MIDLAND.

(The Lord Chief Justice of the Common Pleas—Lord Colman and Baron Amplett.)
Warwick, Feb. 25. Lincoln, March 11.
Derby, March 3. York and City, March 17.
Nottingham, March 8. Leeds, March 23.

WESTERN.

(The Lord Chief Baron—Sir Fitzroy Kelly—and Mr. Justice Lush.)
Winchester, March 1. Taunton, March 23.
Dorchester, March 8. Devizes, March 29.
Exeter, March 12. Bristol, April 2.
Bodmin, March 19.

OXFORD.

(Mr. Justice Quain and Mr. Justice Archibald.)
Reading, Feb. 24. Shrewsbury, March 18.
Oxford, Feb. 27. Hereford, March 24.
Worcester, March 3. Monmouth, March 29.
Stafford, March 8. Gloucester, April 2.

NORTHERN.

(Baron Pollock and Mr. Justice Field.)
Appleby, Feb. 15. Lancaster, March 8.
Carlisle, Feb. 17. Manchester, March 12.
Newcastle, Feb. 22. Liverpool, March 24.
Durham, March 2.

NORTH WALES.

(Mr. Justice Mellor.)
Swansea, Feb. 27. Beaumaris, March 17.
Walspool, March 8. Ruthin, March 20.
Dolgelly, March 11. Mold, March 24.
Carnarvon, March 13. Chester, March 27.

SOUTH WALES.

(Baron Cleasby.)
Swansea, Feb. 27. Brecon, March 20.
Haverfordwest, March 8. Presteigne, March 25.
Cardigan, March 13. Chester, March 27.
Carmarthen, March 17.

Mr. Justice Brett remains in town.

On the Welsh Circuits during the coming Assize the learned judges will preside for the first time at Swansea, dividing the civil and criminal business there, and then will take their circuits in their order. On the Northern Circuit Mr. Justice Field takes the place of Baron Amplett, the learned Baron going the Midland Circuit in place of Mr. Justice Keating (resigned).

PROMOTIONS AND APPOINTMENTS.

THE LORD CHIEF BARON has appointed Mr. Richard S. Mason of the firm of Pollock and Mason of 63, Lincoln's-inn-fields, a Commissioner to Administer Oaths in the Exchequer of Pleas.

The Queen has been pleased to direct Letters Patent to be passed under the Great Seal granting the dignity of a Knight of the United Kingdom of Great Britain and Ireland unto Joseph George Long Innes, Esq., Attorney-General of the Colony of New South Wales.

Mr. Henry Lindon Riley, solicitor, of St. Helens, Lancashire, has been appointed by the Lord Chief Baron and Baron Pollock, a Commissioner for taking Affidavits.

Mr. Fredk. T. Aston, of 53, Lombard-street, and Westfield, Surbiton, formerly of 23, Bush-lane, has been appointed a Commissioner to Administer Oaths in Chancery in England.

Bankrupts.

Gazette, Jan. 29.

To surrender at the Bankrupts' Court, Basinghall-street.
BRICE, THOMAS WILLIAM, and COLLIER, EDWIN WILLIAM fish salesmen, Love-lane, Eastcheap. Pet. Jan. 23. Reg. Brougham. Sur. Feb. 12.
ELDRIDGE, CHARLES, tailor, Grove-st., South Hackney. Pet. Jan. 27. Reg. Spry. Sur. Feb. 18.
FERDINAND, HENRY ABRAHAM, paper box manufacturer, Shaftesbury-st., Hoxton. Pet. Jan. 24. Reg. Hazlett. Sur. Feb. 10.
HARRIS, H. WALPOLE V., clerk in holy orders, Llandalevalley. Pet. Jan. 27. Reg. Hazlett. Sur. Feb. 10.
LOVETT, WILLIAM, Eccleston-sq. Pet. Jan. 26. Reg. Murray. Sur. Feb. 9.
MACGREGOR, FITZ-JAMES STUART, retired commander or captain in R.N., York-st., Covent-gdn. Pet. Jan. 23. Reg. Hazlett. Sur. Feb. 10.
PICKERING, JOHN, plumber, Little Moorfields. Pet. Jan. 27. Reg. Spry. Sur. Feb. 18.

To surrender in the Country.

BLACKBURN, WILLIAM JOSEPH, and BOTHWELL, HENRY, iron-founders, Liverpool. Pet. Jan. 23. Reg. Watson. Sur. Feb. 10.
CARTER, THOMAS, and LACKABANE, WILLIAM HENRY, pawnbrokers, Preston. Pet. Jan. 23. Reg. Hutton. Sur. Feb. 12.
JOHNSON, WILLIAM WILSON, shipbroker, Sunderland. Pet. Jan. 23. Reg. Ellis. Sur. Feb. 11.
ROWE, ARTHUR, stockbroker, Bristol. Pet. Jan. 23. Reg. Harley. Sur. Feb. 16.

Gazette, Feb. 2.

To surrender at the Bankrupts' Court, Basinghall-street.
RICHARDSON, WILLIAM, cheesemonger, Fulham-rd. Pet. Jan. 23. Reg. Pepsy. Sur. Feb. 16.
SAULL, SARAH, widow, Aldersgate-st. Pet. Jan. 23. Reg. Pepsy. Sur. Feb. 16.

To surrender in the Country.

BLOOMER, BENJAMIN GILES, consulting engineer, Felsall and Walsall. Pet. Jan. 27. Reg. Clarke. Sur. Feb. 17.
COOK, FREDERICK CORNISH, late grocer, Reading. Pet. Jan. 27. Reg. Collins. Sur. Feb. 20.
HALL, JOHN, leather seller, Kidderminster. Pet. Jan. 23. Reg. Tubb. Sur. Feb. 14.
HAMILTON, ALLAN, Neath. Pet. Jan. 27. Reg. Morgan. Sur. Feb. 12.

BANKRUPTCIES ANNULLED.

Gazette, Jan. 26.

DA COSTA, LUIZ AUGUSTA, merchant, King-st., Cheapside. Jan. 25, 1874.
SHARPE, RICHARD, coachbuilder, Oakham. Dec. 17, 1874.

Gazette, Jan. 29.

DAVIES, DAVID, ironmonger, Darkgate, Carmarthen. Dec. 28, 1874.
LEWIS, HENRY W., commission agent, Aldgate High-st. Nov. 6, 1874.

Liquidations by Arrangement.**FIRST MEETINGS.**

Gazette, Jan. 29.

ANDREW, HENRY, joiner, Nottingham. Pet. Jan. 26. Feb. 12, at twelve, at office of Sol. Birk, Nottingham.
BACON, JOHN, cutter, Robert-st., Kirtle-st., Chelsea. Pet. Jan. 23. Feb. 9, at three, at office of H. W. Banks, 23, Coleman-st., So. St. Paul, Coleman-st.
BAMBERGER, JULIUS WALTER, brandy merchant, Middlesborough. Pet. Jan. 23. Feb. 10, at eleven, at Mrs. Barker's Temperance Hall, Bridge-st. West, Middlesborough. Sol. Bamberger, Middlesborough.
BARKER, WILLIAM HENRY, jun., boot maker, Rotherham. Pet. Jan. 26. Feb. 10, at one, at office of Sol. Hoyle, 11, Rotherham.
BODEN, DANIEL, baker, Melbury. Pet. Jan. 27. Feb. 12, at eleven, at office of Sol. Osborne, Shiloh.
BOWER, MATTHEW, jun., victualler, Birmingham. Pet. Jan. 27. Feb. 10, at four, at office of Sol. Perry, Birmingham.
BRIDGEMAN, ALFRED, builder, Gloucester. Pet. Jan. 23. Feb. 12, at twelve, at the Bell hotel, Gloucester. Sol. Cooke, Gloucester.
BURN, JOHN, stuff merchant, Bradford. Pet. Jan. 26. Feb. 10, at eleven, at office of Sol. Taylor, Jeffrey, and Little, Bradford.
CAPES, THOMAS, and HANCOCK, HENRY, lace, Derby. Pet. Jan. 23. Feb. 16, at three, at office of Sol. Leach, Derby.
CARLILE, WILSON, plush merchant, Southwark. Pet. Jan. 23. Feb. 10, at two, at the Guildhall Tavern, Grusham-st. Sol. Ashurst, Morris, and Co.
CARMICHAEL, JOHN DUNCAN, gentlemen, Cleveland-row, St. James's. Pet. Jan. 27. Feb. 11, at three, at office of Grant, Suffolk, Cannon-st.
CARNAC, SIR JOHN RIVETT, baronet, Lymington. Pet. Jan. 21. Feb. 9, at eleven, at office of Sol. A. F. and H. W. Twiddle, Lincoln's-inn-fields.
CHROAT, JOHN PATRICK, surveyor, Brighton. Pet. Jan. 9. Feb. 8, at three, at office of Sol. H. and J. E. Hutton, Brighton.
CLEMENT, DANIEL, builder, Swansea. Pet. Jan. 26. Feb. 10, at one, at office of Sol. H. and J. E. Hutton, Brighton.
ALBION-chambers, Bristol. Sol. Fassel, Prichard, and Swain, Bristol.
COPE, ADAM, innkeeper, Leek. Pet. Jan. 23. Feb. 11, at two, at the Park Tavern, Park-lane, Macclesfield. Sol. Robinson, Leek.
CORNER, THOMAS, ticket collector, Middlesborough. Pet. Jan. 23. Feb. 9, at eleven, at office of J. H. Benson and Co., accountants, Zealand-rd., Middlesborough. Sol. Dobson, Middlesborough.
CROOK, CLARA JANE, and SOMERS, DAVID, cotton, Liverpool. Pet. Jan. 27. Feb. 15, at one, at office of Gibbon and Bland, accountants, 10, South John-st., Liverpool. Sol. Brabner, Liverpool.
DAVEY, ALFRED, carpenter, Pontonville-rd. Pet. Jan. 19. Feb. 8, at twelve, at office of Sol. Wooller, Knutsford, Grosvenor.
DAVIES, GEORGE, victualler, Dursley, Gloucestershire. Pet. Jan. 23. Feb. 9, at three, at office of Sol. Dursley, Gloucestershire.
DEW, JAMES ALFRED, general house decorator, Cosham, near Port-mouth. Pet. Jan. 27. Feb. 15, at two, at office of Sol. Fulcher, London-wall.
DIXON, BERNARD, provision dealer, Chester. Pet. Jan. 23. Feb. 11, at three, at office of Geo. Chesterfield. Sol. Swatfield, Chester.
EDWARDS, WILLIAM, provision merchant, Liverpool. Pet. Jan. 27. Feb. 15, at two, at office of Sol. Bland, Liverpool.
EDMOND, SEWARD RICHARD, and REES, THOMAS, millers, Haverfordwest. Pet. Jan. 23. Feb. 9, at eleven, at the Mariners' Hotel, Haverfordwest. Sol. Prior, Haverfordwest.
FAIRER, WILLIAM, stone merchant, Bristol. Pet. Jan. 23. Feb. 13, at half-past three, at office of Sol. Schofield and Taylor, Batley.
FINCH, JOHN DUNSTON, boot maker, Plymouth. Pet. Jan. 23. Feb. 11, at office of Sol. Squire, Plymouth.
FOSTER, JOHN, cabinet maker, Doncaster. Pet. Jan. 23. Feb. 15, at twelve, at office of Sol. Peggum, Doncaster.
FOULKER, JOHN, victualler, Wellington. Pet. Jan. 23. Feb. 11, at eleven, at office of Sol. Taylor, Wellington.
GALL, JOHN, carrier, Altrick. Pet. Jan. 27. Feb. 11, at two, at office of Sol. Middlemore, Altrick.
GILES, THOMAS VALENTINE, auctioneer, Sandwich. Pet. Jan. 27. Feb. 11, at one, at the Bell hotel, Sandwich. Sol. Emmerson, Sandwich.
GOODACE, GEORGE, grocer, Hounslow. Pet. Jan. 26. Feb. 15, at eleven, at office of Sol. May, Sykes, and Batten, Adelaide-pl., London bridge.
GREEN, THOMAS, joiner, Walsand. Pet. Jan. 23. Feb. 9, at two, at office of Sol. Jones, Newcastle.
HART, ELIZA JANE, boiler, Birmingham. Pet. Jan. 23. Feb. 10, at twelve, at office of Sol. Griffin, Birmingham.
HODGKINSON, ROBERT, elastic web manufacturer, Nottingham. Pet. Jan. 27. Feb. 15, at ten, at office of Sol. Acton, Nottingham.
HOLDS, THOMAS, Haverton, Liverpool. Pet. Jan. 23. Feb. 19, at two, at office of Sol. Hall, Stone, and Fletcher, Liverpool.
HOBBS, JAMES, baker, Bristol. Pet. Jan. 21. Feb. 5, at eleven, at office of Sol. Clifton, Bristol.

THE GAZETTES.**Professional Partnerships Dissolved.**

Gazette, Jan. 28.

JOHNSTON and JACKMAN, attorneys, solicitors, and conveyancers, Chancery-la (James Johnston and Frederick Jackson). Dec. 31.

Gazette, Jan. 29.

BROWN, GEORGE, baker, Grosvenor St. St. John's wood
ISAAC, RICHARD, cabinet maker, Carmarthen

Biddends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Chadwick, B. shoddy manufacturer, first and final, 1s. At Trust, J. D. Good, Market-pl. Dewsbury.—*Cooper*, C. butcher, first and final, 1s. 3d. At Trust, H. Eve, 20, Monmouth-pl. Bath.—*Cortis*, J. T. woollapler, first and final, 2s. 11d. At Trust, J. Whitty, woollapler, Cheapside, Bradford.—*Fitch*, H. A. sugar dealer, first 5s. 6d. At Trust, T. Davies, Fenchurch-st.—*Graeves*, J. farmer, first and final, 9d. At Trust, J. Mayhall, Albion-pl. Leeds.—*Holmes*, J. and J. farmers, div. 3d. Sol. W. Robinson, Darlington.—*Keywells*, J. merchant, first and final, 3s. 6d. At Trust, C. J. Buckley, 43, Market-street, Bradford.—*Sinclair*, E. merchant, div. of 3s. At Trust, W. Butcher, 73, Princess-st. Manchester.—*Thornton*, W. mechanic, third, 3s. 4d. At Trust, G. Curry, Cleekeheaton.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROWN.—On the 30th ult., the wife of Thos. Brown, Solicitor, Woodstock, Oxon, of a son.

LEIBERT.—On the 29th ult., at 124, Adelaide-road, the wife of T. H. Lambert, Esq., Solicitor, of a son.

WRIGHT.—On the 27th ult., at 22, Cambridge-square, the wife of W. F. Robinson, Esq., Barrister-at-law, of a daughter.

MARRIAGES.

MILVAIN—HENDERSON.—On the 28th ult., at St. Peter's Church, Bourne-mouth, Thomas Milvain, of the Middle Temple, Barrister-at-law, to Mary Alice, daughter of John Henderson, Esq., Leazes House, Durham, and Dunholme, Bourne-mouth.

WRIGHT—LYON.—On the 28th ult., at St. George's, Hanover-square, John Robert Wright, Esq. of the Inner Temple, Barrister-at-law, and of the Middle Temple, to Mary Anne Elizabeth, widow of James Tennent Lyon, Esq.

DEATH.

STIGANT.—On the 29th ult., at 2, Portland-place, Southsea, aged 75, G. C. Stigant, Esq., J.P., Solicitor.

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Gazette, Jan. 26.
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KING, THOMAS BELLAMY, fruit merchant, Pudding-lane, East-
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To Readers and Correspondents.

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Advertisements must reach the Office not later than five o'clock on Thursday afternoon.

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NOTICE.

The LAW TIMES goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

When payment is made in postage stamps, not more than 5s. may be remitted at one time.

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the same case. The whole matter is one that will require the utmost care in the arrangement of details, and we trust that whatever decision may be come to with regard to local appointments, the principle of centralisation will be kept well in view throughout.

WE have received from Mr. SWEET two ponderous tomes, containing the charge of the LORD CHIEF JUSTICE OF ENGLAND in the case of *Reg. v. Orton, otherwise Castro, otherwise Sir Roger Tichborne*. The work is certainly a monument testifying to the judicial skill and power which we have upon the Bench. Scarcely less remarkable indeed in its way was the summing up of Lord Chief Baron KELLY in *Rubery v. Grant*, which evinced an amount of physical power and mental vigour at an advanced age which has rarely been surpassed. As regards the now published summing-up or charge of Sir A. COCKBURN in the great case *par excellence*, it is admittedly unprecedented as a lucid summary of a vast mass of conflicting testimony. It is not now, however, the most entertaining reading in the world, and it is impossible not to feel how much it would be improved in this respect if it were annotated by Dr. KENEALY.

THE important case of *Lishman v. The Northern Maritime Insurance Company* (28 L. T. Rep. N. S. 165; L. Rep. 8 C. P. 216; 42 L. J. 108, C. P.), has been affirmed in the Exchequer Chamber. It is the second case recently decided which establishes that the slip which is the usual initial step in contracts of marine insurance is conclusive as to the terms of the contract, and nothing which occurs between the initialling of the slip and the execution of the policy need be communicated to underwriters. This was so held in *Cory v. Patton* (30 L. T. Rep. N. S. 758; 42 L. J. 181, Q. B.), which, however, was not carried into error. Until the House of Lords decides otherwise, therefore, the principle remains as stated. We may add that it was attempted in *Lishman's* case to fix the responsibilities of the parties upon the policy and not on the slip, on the ground that a term was inserted in the policy which was not indicated in the slip. This term, however, was to the advantage of the underwriter, and, as Baron BRAMWELL remarked, it would be a singular result, if, when the underwriter was asked to give out the policy he had some words inserted in it for his own advantage, this gave him a right to ask for some further disclosures.

ONE of the most recent reviewers of the Supreme Court of Judicature Act 1873, together with the rules which were drawn up in accordance with the Act, made a strong point when he pointed out the difficulties which were likely to result from the fact that it would be necessary to refer to two instruments when the Act and rules came into actual operation. There can be no doubt that it would be far more consistent with sound principles of legislation if both instruments were combined in one. If this were carefully done, much fruitless litigation might be avoided in the future, for it is only reasonable to suppose that the tendency, at least of such a change, would be to make the new law and procedure much clearer by freeing it from possible inconsistencies and omissions. In the Bill to amend the above Act, the LORD CHANCELLOR has embodied this view, being convinced that it would be inconvenient to have one body of rules contained in the schedule, and another body supplementary to it. Accordingly his Lordship proposes to get rid of the difficulty by forming the two into one body, and thus make the rules easier for reference, and consequently better for practical purposes. The opportunity is so favourable, and the subject so important to the whole country, that it will be most deplorable if the wisdom of the Houses of Parliament fail to produce a result of which the nation may well feel proud.

In a recent case in the Supreme Judicial Court of Massachusetts, *Chickering v. Globe Mutual Life Insurance Company*, the doctrine laid down in *Russell v. Bangley* (4 B. & Ald. 397), that "one shall not discharge his debt to a principal, by writing off a debt due to him from the agent," was discussed. The facts of the case are briefly as follows: CHICKERING, a member of the firm of CHICKERING and Sons, insured his life in defendants' company, through OSBORN, their agent; premiums due upon this policy were paid to OSBORN upon the cheque, and from the funds of the firm of CHICKERING and Sons; before a particular premium became due, CHICKERING wrote to OSBORN to apply a portion of certain funds held by OSBORN for CHICKERING and SON in payment of that premium; OSBORN afterwards wrote word that they had been so applied. OSBORN's mode of accounting with the defendants was not by forwarding the specific sums which he from time to time received, but by transmitting at regular periods whatever balance might be owing. OSBORN charged himself in his account with the defendants with the premium in question; the defendants subsequently repaid the premium to OSBORN, on the ground that it was not paid by the assured according to the terms of the policy. The question raised was, whether there was any evidence

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London: "Law Times" Office, 10, Wellington-street, Strand, W.C.

The Law and the Lawyers.

WE have received a pamphlet, in the form of a letter addressed to the HOME SECRETARY, on the subject of public prosecutors, by R. J. B. EDGE, one of the coroners for the county of Lancaster. R. EDGE objects to the appointment of local attorneys as public prosecutors, and goes on to suggest that the coroners in the various districts would be the best persons to appoint. We can't agree. A coroner has special and well defined duties, the efficient performance of which seems to us wholly incompatible with the trying out the duties that will attach to the office of public prosecutor; the man who combined these offices would, in fact, be liable to be successively judge and counsel at different stages of

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upon which the jury would have a right to find that the premium in question was paid according to the terms of the policy. AMES, J., in answering this in the affirmative, expressed an opinion that where there was what amounted to a payment in cash, though not an actual payment in cash, *Russell v. Bangley* did not apply. He says, "If the 'writing off' should be, not a real, only a nominal and pretended payment to the principal, he should of course not be bound by it. But the court will look at the substantial result and effect of the transaction, and will not insist upon the necessity of a mere formal delivery of bank notes by one party to the other, if the same identical bank notes are immediately to be returned." We think that this limitation of the doctrine of *Russell v. Bangley* is not more in accordance with common sense than it is sound law.

If a conclusion may be drawn from a recent decision of the Supreme Court of Illinois, in the case of *The Chicago and Alton Railway Company v. Mock*, the American law of contributory negligence is not marked with the clearness that characterises the English law on the same subject. It is well settled in our courts that the plea of contributory negligence will not avail unless it can be shown not only that the plaintiff contributed to the injury, but also that the defendant, to avoid doing the damage, used all reasonable care himself. This rule is perfectly intelligible. In the above case, it is laid down by the American court as a general rule, that a plaintiff who has been guilty of contributory negligence cannot recover. To this there is an exception in favour of the plaintiff whose negligence is slight. "The general rule," says the learned judge who delivered the opinion of the court, "is that a plaintiff who has been guilty of contributory negligence cannot recover. This court has held that where the negligence of the plaintiff is slight, and that of the defendant is gross, the former may recover. But it never has adopted any such rule of liability in cases of mutual negligence on the part of the defendant." No doubt both the English and American rules will often direct to the same conclusion, yet we cannot help thinking that the former rule has a clear superiority over the latter; and the superiority is not simply one of intelligibility, but one which lies deeper—a superiority on the score of justice.

We are glad to see from the notices of motion given on the first night of the Session that it is the intention of the Government to introduce a Bill "to repeal the Adulteration of Food Acts, and to make better Provision for the Sale of Food and Drugs." The select committee which sat last year reported that the Adulteration Act of 1872 (35 & 36 Vict. c. 74), had imposed heavy and undeserved penalties upon some respectable tradesmen, that only in twenty-six out of 171 boroughs, and in thirty-four out of fifty-four counties had analysts been appointed, and that great hardships had arisen from differences among analysts, from analysts being heard as witnesses to the exclusion of practical men, and from the defendant not being a competent witness on his own behalf. In particular it appears that the greatest alarm has been caused in the tea trade by the decision in *Roberts v. Egerton* (30 L. T. Rep. N. S. 633), that it is an offence under sect. 2 of the Act of 1872 to sell as green tea the "faced tea" known as green tea in the trade. Both in that case and in the former one of *Fitzpatrick v. Kelly* (28 L. T. Rep. N. S. 558), the drafting of the Act was severely criticised by the Judges. "The Act," said Mr. Justice BLACKBURN, "is oddly and obscurely worded, and the third section is even more obscurely worded than the second." So grave a blot upon a highly penal enactment should be removed at once, and the experience of two years will no doubt suggest many other useful amendments. As for the general policy of Adulteration Acts, which are only in affirmance of the common law (see 2 East, P. C. 821), we hope and presume it will be steadily maintained. And we would suggest that the appointment of analysts by local authorities should be made entirely compulsory.

THE CHANCELLOR of the EXCHEQUER has obtained leave to bring into the House of Commons during the present session, a Bill for consolidating and amending the laws relating to friendly societies. The Government proposes to continue the present system of registration with some amendments. The proposals for local registration, which were made in the original Bill, have been abolished; and the registrars of Scotland and Ireland are to be subordinated to the chief office in London, so that there will be one system of registration for the United Kingdom. By the Bill of last year it was proposed to give to the registrar larger power than he will enjoy under the new measure. As the main principle of the latter measure is due to a desire to give information to the members of these societies which they may utilise for themselves, and not to interfere with their working, the power of the registrar is somewhat circumscribed as compared with the power given him by the Bill of last year. All that he will have power to do will be as at present, on a petition presented to him by a certain proportion of the members, to investigate the affairs of the society, and then, if necessary, to decree its dissolution. Another clause is also omitted, namely, that which directed the registrar to prepare tables of mortality. This

omission is due to a desire to avoid any appearance of compulsion. "Considering, however," says Sir STAFFORD NORTHCOLE, "the great importance that reliable information should be given to members of these societies, it is our intention to do that which we have already the power of doing, without an Act of Parliament. We shall give directions for the preparation of sets of tables, and issue them for the information of all those who take advantage of them. The great principle on which this Bill is founded is that in it we recognise a state of things already existing which we do not desire to disturb, but to assist and promote." A further modification of the principles of last year's Bill has reference to the position of children with respect to friendly societies. The restrictions upon the insurance of children under three years of age are done away with, and it is proposed to fix the amount of £3 instead of 30s. for such children, leaving the sums for children under five and ten years to stand as at present. Finally, certificates will be required to be granted in a more formal way than they have been hitherto. Such are briefly the chief proposed changes in the law of friendly societies. Whether the Bill is bold enough remains yet to be seen, for there will be no doubt a considerable amount of discussion over its details.

THE proof of the publication of a libel is frequently a matter of serious difficulty, and we therefore draw attention to the case of *Greenfield v. Reay*, reported in the LAW TIMES Reports of last week (31 L. T. Rep. N. S. 756), the question there being whether the plaintiff, in an action for libel, can administer interrogatories to the defendant in order to prove publication. The interrogatory in question was whether the defendant had been concerned in or had sanctioned the printing of the alleged libel. An affidavit in support of this stated that the defendant had been seen going about with a man who had been seen posting up handbills containing the libel in question, and that the plaintiff had seen the defendant himself post up one of these handbills. It was objected on behalf of the defendant that, by answering the interrogatory, he might expose himself to a criminal charge; but it was held that in default of his own statement upon oath to that effect, and where criminal proceedings were neither pending nor appeared to be contemplated, the interrogatory should be allowed. The question as to the admissibility of interrogatories has always been held to be one very much in the discretion of the court, and the tendency now is to allow all *bona fide* questions, provided they are material. In the present case, Chief Justice COCKBURN said: "Why should not the defendant be asked on interrogatories anything which he might be asked if he were in the witness-box?" This is the common-sense ground to go upon, and the decisions in *Stern v. Sevastopulo*, 14 C. B., N. S., 737; and *Tupling v. Ward* (6 H. & N. 749), so far as they militate against this principle, must be considered to be overruled.

ON Monday night the PRESIDENT of the BOARD of TRADE brought before the House of Commons his promised Bill to Amend the Merchant Shipping Acts. Prefacing his explanation of the changes introduced by stating that some of the most important suggestions made by the Royal Commission of 1873 were not yet ripe for legislation—notably, the subject of marine insurance—he proceeded to range the provisions of the Bill under four heads, viz., discipline, the safety of vessels, inquiries into casualties, and training boys for the service. Under the first of these heads the following changes are proposed: The rendering illegal the system of advance notes; the providing means by which the sailors may get the necessary outfit from the owners; the removal from the Local Marine Board and the Board of Trade to the stipendiary magistrates or the local Admiralty Courts of charges against certificated officers; the removal from the Board of Trade to the High Court of Admiralty of the appointment of the assessors; the cancelling, in every case, of the certificate of an officer convicted of incompetency; the addition to the list of offences of seamen that of neglect to keep a look out, or for sleeping on the watch; the infliction of double punishment in cases of offences committed under circumstances of danger. As to the safety of ships and seamen: the addition of a scale of feet downwards amidships to test the buoyancy of ships; every ship carrying a deck load to report to the Customs the weight, bulk, and character of the same, and to have an entry to that effect in the logbook; adjustment of compasses only to be entrusted to certified persons; liability of shipowners with respect to any damage caused by their having sent unseaworthy ships to sea to be unlimited. As to the investigation of casualties: the preliminary inquiry to be extended to foreign ships and boats; removal of the formal inquiry from the Justices to the stipendiary magistrates, or assessors appointed by the Admiralty. Lastly, a charge is to be made on the mercantile marine for the training of boys for the merchant service. Notwithstanding the severe criticism which the Bill received, it is only necessary to glance through its provisions to perceive that it does, in fact, effect some very material improvements. It is true that Mr. PLIMSOLL declared that the measure "fell lamentably short of meeting the requirements of the case;" but then Mr. PLIMSOLL is in the position of a man about to lose a grievance which has made

him famous, and which he cannot, therefore, be expected lightly to let go. It must be remembered that Sir CHARLES ADDERLEY explained that he was debarred from including in the Bill some very important subjects, as they could not be properly dealt with until he had obtained international concert. No doubt a Bill on the subject of marine insurance, and other matters at present omitted, will hereafter be introduced. Sir CHARLES ADDERLEY mentioned incidentally in the course of his speech the important fact that he had had a Digest of Merchant Shipping Acts prepared, with a complete index.

A QUESTION of more than ordinary interest to solicitors and their clients was decided on the 23rd ult., by Sir R. MALINS, in the case of *De Bay v. Griffin*. The question raised was whether the bill of a solicitor which had been delivered more than three years should be taxed or not. It appears from the evidence that two gentlemen, named DE BAY and GRIFFIN, made a contract to construct certain works in Spain, called the Tharsis Sulphur and Copper Company. After the works were constructed a dispute arose respecting the amount due. They claimed a sum of about £50,000. An action was brought for the amount, but the matter was referred to Mr. DENMAN, as arbitrator. After a number of sittings, he awarded the plaintiffs between £26,000 and £27,000. The money was afterwards paid into court, owing to some further litigation between the parties. Mr. GRIFFIN's solicitor claimed £825 for his costs. He delivered his bill for that amount in 1872. A company having obtained a Chancery order against the share of Mr. GRIFFIN on the fund in court, the question of taxation was brought before the court. In delivering judgment his Honour, having observed that it was well settled that a solicitor's lien was not affected by the money being paid into court, said, "the only question really is whether it was not Mr. GRIFFIN, who was entitled to the fund and sought taxation, but the Aberdare Company." If it had been Mr. GRIFFIN, who had received the bill three years ago, who claimed to tax it, he certainly should not allow the claim. Neither did his Honour think that the Aberdare Company were in a better position, as they were only entitled to what Mr. GRIFFIN was, and that was the fund, subject to the solicitor's claim. This decision is perfectly consistent with a very plain rule on the subject of taxation.

OCCASIONALLY it happens that double appointments take place in bankruptcy under the winding-up of single estates. It may happen that a debtor may file a petition for liquidation—a trustee or receiver may be appointed. Then a petition is presented against the debtor, under which he is adjudicated bankrupt—another receiver is appointed. So it happened in *Re William Pearson*, a case which came before Mr. Registrar HAZLITT, sitting as Chief Judge, on the 8th inst. The petitioning creditor was appointed trustee under the liquidation, and the bankruptcy petition fell through. Both receivers, however, took possession of the property, and both sent in bills of costs, one claiming £61 and the other £31. They were submitted to taxation, but the taxing master treated them as constituting one bill. He considered the appointment of two receivers wholly unnecessary, and pointed out that when application was made to the court for the appointment of a second receiver, the fact that one had been already appointed was not mentioned. Mr. Registrar HAZLITT was rather severe. "The amount in question might," he said, "be small in comparison with the daily spoliation of estates by the charges of professional receivers and professional trustees, but the principle was the same." He also added, with equal disregard of the feelings of the receivers, "what the personal services of the receivers in this case might have been he could not say, but where, as so frequently happened, the same accountant was receiver or trustee under a dozen, or a score, or even more different estates, his capacity for personal service in each case must be of very extraordinary ubiquitous power." This case and these remarks furnish an excellent commentary upon one of the worst phases of our law of bankruptcy.

THE number of Government measures announced for the present session is not very large, but Mr. DISRAELI has not disguised the improbability of his being able to carry the greater portion of them. The extreme difficulty of passing bills through Parliament, which is especially experienced by private members, has been a matter of repeated comment, and is likely to increase with the increasing complication of the interests involved in every measure. It was, we believe, once suggested by so high a Parliamentary authority as Lord RUSSELL, that all Bills that had undergone discussion in any one session might fairly be taken up in the next at the same stage as that at which they had been abandoned. Leaving to the consideration of Parliament itself a suggestion so important, we would make another of a somewhat legal character, but having the same highly desirable object of leading to the earlier passing of useful Bills, and the earlier suppression of useless ones. It is simply this, that some concise and accurate information as to the particular portion of the existing law which is sought to be amended should accompany each Bill. According to the present practice, with the exception of the opening speech

of the introducer, and such light as may be gathered from the preamble, or from marginal references inserted here and there to previous statutes, the individual knowledge of each legislator is the only source of information as to the law which he is asked to consent to the alteration of. A short note to the preamble, accurate, without being technical, would in many cases be invaluable. Thus a reference to the effect and date of the decision of the Exchequer Chamber in *Ramsden v. Lupton* (L. Rep. 9, Q. B. 17; 43 L. J. 17, Q. B.; 29 L. T. Rep. N. S. 511), by which the Bills of Sales Act 1854 (17 & 18 Vict. c. 36) was held to be "successfully evaded" by the device of repeated renewals just within the statutory period for registration, would, we imagine, somewhat accelerate the passing of a Bill to amend an Act which that case has shown to have failed in one important particular to remedy "frauds committed upon creditors by secret bills of sale, whereby persons are enabled to keep up the appearance of being in good circumstances." A concise summary of the material sections of the Endowed Schools Act would have saved much time in the somewhat heated discussion of the Endowed Schools Act Amendment Bill of last session. There is so much misapprehension as to the true meaning of the Criminal Law Amendment Act (34 & 35 Vict. c. 32) that no bill framed with the object of amending it could be rationally discussed by persons unacquainted with the general bearings of the mysterious law of conspiracy. Instances might easily be multiplied, and an instance of a curious application of the principle we are contending for may be found in the Act 33 & 34 Vict. c. 44. It was decided in *Re Bolton's lease* (L. Rep. 5 Ex. 82) that a lease made in consideration of a rent and also of a covenant to complete houses, is a lease made "for a further or other valuable consideration besides the rent, within the meaning of 17 & 18 Vict. c. 83, s. 16, and is chargeable with a deed stamp beyond the *ad valorem* duty." The preamble of the statute to which we have referred begins: "Whereas it was decided on the 21st Jan. 1870, by her Majesty's Court of Exchequer," &c., and sets out the effect of *Bolton's* case, and certain reasons for settling the law of the subject "as it was generally considered previously to the said decision" to be. A comparison of the single section of the Act with its lengthy and cumbersome preamble, will show how much more convenient it would have been to have supplied the necessary information about *Bolton's* case in a note to the preamble to the Bill, and to have almost entirely omitted it in the preamble to the Act.

THE STROUD WRIT.

THE borough of Stroud occupied a prominent position in public attention during the past year; it will occupy a still more prominent, though scarcely a more enviable, one, after the debate of last Tuesday in the House of Commons consequent upon the motion of the honourable member for Londonderry. Stroud may at least take to itself the glory of having given rise to a discussion of supreme constitutional importance, a discussion which involves questions of vital consequence to all boroughs in the kingdom. The member for Londonderry moved that no writ should be issued for the election of a member to serve in the present Parliament in the room of Mr. BRAND, whose election has been declared void. This motion opens up the whole subject of the right of one branch of the sovereign power to take away from boroughs the right of representation in Parliament. Before going further, we must say that such a motion cannot be supported by precedent. The House of Commons cannot take upon itself to carry out such a measure without the concurrence of the other branches of the Legislature. The mere suspension of the writ is entirely another matter. This view was substantially adopted by a large majority. It is clearly expressed by Sir ERSKINE MAY, in his *Parliamentary Practice*, who says (at page 655), "When general and notorious bribery and corruption have been proved to prevail in Parliamentary boroughs, the House has frequently suspended the issue of writs, with a view to further inquiry, and the ultimate disfranchisement of a corrupt constituency by Act of Parliament." The chief legal opponents of the honourable mover were the SOLICITOR-GENERAL and Sir WILLIAM HARCOURT. Their arguments were, as might be expected, opposed to a claim of any such privilege on the part of the House. Sir WILLIAM HARCOURT thought the case a clear one, but pointed out to the House that from the year 1775 down to the present time the recorded and continuous precedents were all in support of the view he advocated. He touched, too, upon the hardship which would be inflicted if disenfranchisement could be inflicted without inquiry for the faults of a few electors, and proceeded to give his view of the law. "They" (the House of Commons) "could not disfranchise a borough without a commission of inquiry, and without the assent of the whole Legislature, of the Commons, the Lords, and the Crown." The SOLICITOR-GENERAL spoke to the same effect. It appeared to him that the suspension of the writ merely as a means of inflicting some punishment, and not with the view to ulterior proceedings, would be contrary, not only to Parliamentary precedent, but also to the law, and certainly to policy. As to the question

of the issuing of a commission, the learned member referred to the Acts of 1854 and 1867, which provides that both Houses might petition Her Majesty to issue a commission. In the present state of the law, no commission of inquiry can issue unless there is a report from the Election Judge that corrupt practices had extensively prevailed. Here the Election Judge had reported the direct contrary. Under these circumstances the SOLICITOR-GENERAL treated the motion as an attempt to prevail upon the House to ignore the finding of the learned Judge. On a review of the whole question it is clear that there could be no doubt about the purely legal question at issue; on the other hand, the reasons founded upon the weight of authority and public policy, greatly preponderate in favour of the view adopted by the House upon the constitutional question.

THE VESTING OF LEGACIES.

THERE is probably no branch of law upon which so many cases arise, and the decisions are so conflicting, as the law of legacies. The language used by testators is so varied, so many subtle distinctions suggest themselves upon the construction of words—especially particles, such as “when,” “before,” “as and when,” that it is almost impossible to lay down a general proposition on the subject. And the difficulty is greater when there are successive or alternative gifts, and when conditions are attached. In the disposition of large landed properties there is a certain uniformity of custom, and a precise technical phraseology; and such dispositions by settlement or will are invariably drawn by trained lawyers. The case is very different with legacies, and there is the additional disadvantage that as the interests involved are frequently of no great value, there is a great dearth of decisions upon appeal.

These remarks are illustrated by the recent decision of the Master of the Rolls in the case of *Fox v. Fox* (Weekly Notes, Feb. 6). T. W. Fox the elder bequeathed the sum of £15,000 to trustees for investment, and to pay the interest of the same to his wife for life, and after her death to his son T. W. Fox the younger, and after his death to his widow for her widowhood; and then to divide and transfer one-fifth part of the said £15,000 amongst the children of the said T. W. Fox the younger, equally, as and when they should respectively attain the age of twenty-five years, applying from time to time this income of the presumptive share of each child, or so much thereof as the trustees for the time being might think fit, for his and her maintenance and education. In case the said T. W. Fox, junior, should leave no children, or if they should all die before attaining twenty-five, then over. The testator died in 1860; his widow in 1862; T. W. Fox, junior, in 1870, leaving nine children, all infants; and his widow married again in August, 1873. The question was whether the gift to the children of T. W. Fox, junior, was valid.

The case of *Re Ashmore's Trusts* (L. Rep. 9 Eq. 99) was the only one cited against the validity of the gift; but the Master of the Rolls declined to follow that case, as being contrary to the current of authority, and decided in favour of the gift. As the question of remoteness does not appear to have arisen, and it may therefore be assumed that the children of T. W. Fox, jun., were of such an age that the absolute vesting of their shares not taking place till twenty-five did not transgress legal limits, we do not see how a different conclusion could have been reached. The gift over was only to take effect in the event of T. W. Fox, jun., leaving no children him surviving, or those children dying under twenty-five: neither of which events happened. *Re Ashmore's Trusts* has really no bearing upon the present case. There a fund was to be assigned to children, “on their attaining the age of twenty-one years, and the dividend and proceeds thereof in the mean time to be applied in or towards their maintenance, and education.” The point in that case was whether a child who died under twenty-one took a vested interest; and Sir W. M. James, then Vice-Chancellor, showed the same disinclination to adopt the equitable rule in favour of vesting, which he also manifested in the case of *Re Wilmot's Trusts* (L. Rep. 7 Eq. 532), and decided that shares vested in such of the issue only as attained twenty-one. There can be little doubt that if in the present case any of the children had died under the age of twenty-five years, they would, notwithstanding *Re Ashmore's Trusts*, have taken vested transmissible interests. The authorities are not quite clear upon the point; but, in addition to the strong tendency of the courts, especially in recent times, to make legacies vest at as early a period as possible, there is the well established rule, that where the entire interest of the fund is (as in the present case), made applicable to maintenance, the fund is to be held vested. “A gift of interest, *eo nomine*,” Mr. Jarman remarks (i., 802) “obviously is difficult to be reconciled with the suspension of the vesting, because interest is a premium or compensation for the forbearance of principal, to which it supposes a title.” Nor is the case altered by the power given to the trustees of applying a less amount, if sufficient, of the interest for maintenance; for there is no analogy between a case like the present and *Watson v. Hayes* (5 My. & Cr. 125), where there was an annual allowance for maintenance, and where, though the allowance was equal in amount to the interest, it was decided to be distinct from the

interest, and that the gift did not vest till the prescribed age was attained. The terms “incomes” in the present case, and “dividends and proceeds” in *Re Ashmore's Trusts*, ought certainly to be held equivalent to “interest,” so as to make children's shares vest immediately on the decease of their parents.

THE “BURNING QUESTIONS” IN THE LEGAL PROFESSION.

WE have perused with some attention, the articles on legal subjects appearing in the Quarterly Reviews, and we at once dismiss from consideration the extremely dry statistical compilation entitled “The Progress of English Law Reform,” appearing in the *Edinburgh*. On the other hand, it must afford all lawyers great pleasure to read the two essays in the *Quarterly*, entitled respectively “The English Bar and the Inns of Court” and the “Judicial Investigation of Truth;” but whilst we derive pleasure from the perusal of these masterly compositions, we must confess that we met with nothing new, and nothing which we consider it important to recommend to the attention of professional men in the House of Commons. The article on the Bar and the Inns of Court is certainly a very vigorous defence of the ancient and honourable societies, and a protest against the innovating spirit of the age. Lord SELBORNE is somewhat roughly handled for attempting by outward pressure to bring about a reform in legal education without first communicating his views to his inn, as a loyal member, it is submitted, ought to have done. The Inns of Court have unanimously resolved to oppose his scheme for their incorporation and establishing a General School of Law for the education of barristers and solicitors without distinction, and the Reviewer takes occasion to point out that Lord SELBORNE is quite mistaken in regarding the property of the Inns of Court as property held in trust for the public. Such property is the accumulated contributions of private societies, and it is very forcibly and ably contended that Parliament can have no right to touch such funds or to direct that they shall be devoted to objects of which the governing bodies of the Inns disapprove. This is certainly a very strong point, and we are told that influential persons, who originally favoured the views of the Legal Education Association, have one by one withdrawn their support, because they disapprove of the comprehensive scheme which it has since developed. This article closes with a powerful reply to the section of solicitors seeking to demolish the monopoly of advocacy at present enjoyed by the Bar. The writer states confidently that the most eminent solicitors desire that the Bar should retain its present position, and that they contemplate nothing but mischief as the result of amalgamation. This we can quite understand, and we believe that the restless agitation of the few is aroused by contemplating the difference in social status of the barrister and the solicitor. But surely this is not an element to be considered or to be allowed to weigh for one moment in discussing the advisability of making a radical and momentous change in the organisation of the Profession. One fact seems to be lost sight of by those solicitors who demand the right of audience in the superior courts. It is open to every person entering the legal profession to join either branch of it. Mr. A., instead of going to a university and entering for the Bar prefers or is compelled to enter a solicitor's office. By necessity or by option he becomes a solicitor. From the beginning he foresaw the nature of the career upon which he entered. Why then spend the remainder of his professional life in furiously raging against the fetters with which he manacled himself? Why clamour for what he knew from the first the constitution of the Profession denied to him? For such gentlemen we think that the recommendation of the *Quarterly* reviewer is most opportune. Be wise, he says: leave the Bar alone—allow the bulwarks to stand which have made it independent and honourable, one of the safeguards indeed of the national liberty. Look you rather to your own barriers: beware of the encroachments of debt collectors and accountants, who by slow but sure degrees are poaching upon the privileges of the legal profession. This is admirable advice, and we are disposed to think that the Inns of Court are awaking to a sense of their own power and importance, and beyond all doubt they will in this Session of Parliament require all their weapons of defence. The Bar also will this year be called upon to show that it is not a fortuitous concurrence of jealous rivals, but a body of educated Englishmen putting a value upon their class, and determined to assert their right to retain their constitution and their privileges. Very recently the Benchers have declined to entertain an appeal to them to abridge the period of studentship in favour of solicitors desiring to be called to the Bar. They deem it “inexpedient”—and it is inexpedient for the same reasons that it was found inexpedient that attorneys should be members of an Inn of Court. Furthermore, the Benchers consider it undesirable that the present system of education should be superseded by a vague scheme for a general school of law.

Our readers will probably remember that we have not been sparing in our condemnation of the apathy for a long time manifested by the governing bodies of the Inns of Court. We did all we could to prove to them that they were inviting reform from

without. They took warning, and instituted compulsory examinations and increased the number of scholarships. Here we pause a moment to say that we quite agree with the *Quarterly* reviewer when he doubts the wisdom of establishing scholarships for single studies, such as Roman Law. The large prizes of two hundred and three hundred guineas induce men of small means to devote themselves solely to this one subject. Their general education is neglected, and the candidates may be seen in groups in the libraries chained to the text books which, after all, are merely as handmaids of the English law. Such exclusive studies will not produce the class of lawyers which the practical business of the courts so loudly demands. But these are incidents merely, and do not get rid of the fact that legal education has been vastly improved by the Inns of Court. Men knowing nothing of law cannot be called to the Bar, and although the tutors, lecturers, and examiners, cannot turn out intelligent lawyers, they can insure that the name of barrister shall not be a badge of ignorance and imbecility. This, therefore, is now secured, and those who assail the Inns of Court have a far more difficult task before them than they had in 1866. The scandal which then existed exists no longer. Law is studied more at the universities by intending barristers—it is pursued as a necessity in the Inns of Court—the work is thoroughly well done, and in the majority of cases is supplemented by practical experience in the chambers of barristers. Excellent work is done also by the Incorporated Law Society, and it is difficult to see how the teaching of that body would be improved upon by any system to be devised in connection with a general school of law.

It will have been noticed that we have opened the columns of this journal to the free exposition of the views supposed to be entertained by solicitors generally, and the views there expressed have frequently been of an advanced order. In this way we trust the *LAW TIMES* has been made to reflect the opinions of everyone in the Profession; but we think the time has arrived when some definite agreement should be come to, and thus terminate the conflict. The solemn warning of the *Quarterly* reviewer is not to be lightly disregarded. To the Bar solicitors ought readily to concede the right to hold its high and independent position, and to preserve its barriers against easy invasion. To solicitors the Bar should concede a right to all those appointments, such as the office of Solicitor to the Treasury, which properly come within their sphere. To the undoubtedly valuable rules of etiquette which now make the Bar peculiarly the profession of gentlemen, should be added a written law, that neglect of a client's interest should be punishable by the Benchers. It is impossible to deny that the honour of the Bar is imperilled when barristers heedlessly neglect causes which they have undertaken to conduct. No man should be allowed to hand over his brief without the consent of his client.

These are the "burning questions" which have to be settled before solicitors will unitedly turn their attention to those invaders from whom they have most to fear. To keep these questions open is to foster perpetual discord within the Profession, and to encourage the encroachments of the unqualified. Lawyers have ample legitimate work outside their strictly professional duties in assisting in the simplification of the law, and the improvement of legal procedure. It is beneath the dignity of a great profession to indulge in the wrangling, disputing, and jealousy, which has now for a long time prevailed.

THE SUPREME COURT OF JUDICATURE ACT.

RULES OF COURT.

ORDER XXVIII.—DISCOVERY AND INSPECTION.

(Continued from page 190.)

By the Common Law Procedure Act 1834, the onus of showing a right to discovery of documents is thrown upon the person seeking it, and he must show that his adversary has at least one document in his possession before he can claim the right to receive information as to the others. This has in practice been found to be a useless hindrance to the right to discovery, and by the new rules will be done away with. By the new order (rule 9) any party may, without filing any affidavit, apply to a judge at chambers for an order directing any other party to the action to make discovery on both of the documents, which are or have been in his possession or power, relating to any matter or question in the action; and it is to be presumed—for the rule does not expressly say so—that the judge will have power to make the order. The rule would be more satisfactory if it directed that the making of the order should be either discretionary or obligatory upon the judge. At present it would seem to be discretionary, but an order is never refused if the requirements of the Act are complied with. It is usually better in these matters to leave a discretion to the judge, as such applications are frequently made for the purposes of delay only. The affidavit to be made under such an order must, as at present, state what documents the party making it has in his possession, and which of them, if any, he objects to produce for inspection. The rule (rule 10) does not require the grounds for the objection to be stated, but the form of affidavit given in the schedule (B, No. 9), which by the rule may be used, has a paragraph stating

the grounds of objection. This would seem to leave it to the party himself to choose whether he will give his grounds or not; the rule ought to make it obligatory as it is at present.

When under the present system inspection of the documents disclosed in the affidavit above named is sought, it is necessary to apply at chambers for an order to inspect. Under the new rules the application at chambers becomes, in the first instance at least, unnecessary. The party desiring to inspect will give a notice to produce in the form provided by the rules (schedule B, No. 10), and the party to whom such notice is given will be bound, within two days of such notice, if all the documents therein referred to have been set forth in his affidavit made under the order for discovery, or, if they are not so set forth, within four days from the receipt of the notice, to deliver to the party giving the notice a notice stating a time within three days from the delivery thereof at which the documents, or such of them as he does not object to produce, may be inspected at the office of his solicitor, and stating which (if any) of the documents he objects to produce, and on what ground; the form of the notice is given in the schedule (B, No. 11). This rule only provides for the case where the party required to produce documents is represented by a solicitor; it does not provide for the case of a party who appears in person; such a party could not give notice to inspect at the office of his solicitor. If the party served with notice to produce omits to give notice of a time for inspection, or objects to give inspection, the party desiring it may apply to a judge in chambers for an order for inspection. Every application for an order for inspection of documents, must be to a judge at chambers; and, except in the case of documents referred to in the pleadings or affidavits of the party against whom the application is made, or disclosed in his affidavit of documents, must be founded upon an affidavit showing of what documents inspection is sought; that the party applying is entitled to inspect them; and that they are in the possession or power of the other party. It may happen, and not unfrequently does happen, that the right to discovery or inspection depends upon a question in dispute in the action; for instance, A. sues B., and wishes to inspect a correspondence between B. and C. relating to the matters in dispute; B. claims the correspondence as privileged because C. acted as B.'s solicitor in the matter; A. cannot claim inspection of this correspondence without showing that C. was not B.'s solicitor, and this may well be a question in the cause itself. Such a case is provided for by the rule (rule 15), which provides that if the party from whom discovery of any kind or inspection is sought objects to the same, or any part thereof, the court or a judge may, if satisfied that the right to the discovery or inspection sought depends in the determination of any issue or question in dispute in the action, or that for any other reason it is desirable that any issue or question in dispute in the action should be determined before deciding on the right to discovery or inspection, order that such issue or question be decided first, and reserve the question as to the discovery or inspection.

The power of the court as to enforcing orders for discovery and inspection remains as it was; defaulters may be attached and otherwise punished.

According to the present practice, where it is intended to use answers to interrogatories at the trial of a cause, all the answers must be put in, however unnecessary and useless they may be to the case of the party using them. This is remedied by the last rule of this order, which provides that any party may, at the trial of an action or issue, use in evidence any one or more of the answers of the opposite party to interrogatories without putting in the others; provided always that in such case the judge may look at the whole of the answers, and if he shall be of opinion that any other of them are so connected with those put in that the last mentioned answers ought not to be used without them, he may direct them to be put in.

ORDER XXIX.—ADMISSION OF DOCUMENTS.

The practice as to the admission of documents will remain exactly as it is now under the Common Law Procedure Act.

ORDER XXX.—QUESTION OF LAW WITHOUT PLEADINGS.

The facilities for raising questions of law by way of special cases are continued by this order. The form will remain the same as that now in use, but there is a provision which will enable questions to be concisely raised on the case, whilst at the same time precautions are taken against this conciseness doing injury to the parties. Documents are to be concisely stated in the case, but upon the argument the court and parties will be at liberty to refer to the whole contents of those documents. Power is also given to the court in all cases to draw references of fact and law; this will obviate the necessity of inserting the usual clause into the case. Special cases are to be printed and signed by the parties or their solicitors (not counsel) and are to be filed by the plaintiff, who is to deliver printed copies for the use of the judges. No special case in an action to which a married woman, infant, or person of unsound mind is a party, can be set down for argument without leave of the court or judge, and the application for leave must be supported by sufficient evidence that the statements contained in the special case, so far as the same affect the interests of the married women, infants, or persons

of unsound mind, are true. This is in accordance with the practice of the Court of Chancery, and the manner of entry for argument, also accords with the practice of that court.

Although full power is reserved by the Act, and the schedule rules thereto to appeal to the Court of Appeal from any order or judgment of the High Court, it is to be regretted that nothing is said with regard to the jurisdiction of the Appellate Court to hear appeals from judgments delivered on special cases stated by arbitrators. A short rule would remove all difficulty in the matter, and a blot which now exists in the working of the C. L. P. Act would be removed without fear of any doubt.

No provision is made for the trial of questions of fact without pleading, except in so far as the rules provide generally for such cases.

LAW LIBRARY.

The Licensing Acts, 1872-4. By GEORGE CRISPE WHITELEY, Barrister-at-Law. London: Knight and Co.

We have had so many books on the licensing laws, that we could well dispense with any addition to the list. All candidates for favour, however, are entitled to be heard, and their merits considered.

Mr. Whiteley claims to have had experience in administering the licensing laws, and justifies his undertaking to write a book on that ground. The subject is one, however, upon which anyone without any experience whatever, could compile a treatise, and we do not find that Mr. Whiteley anticipated and elucidated any difficulty which has arisen since the passing of the last Act. For example, he did not think of considering whether convicted felons having a licence would be disqualified to retain it. We do not say that an author should have foreseen this or any other difficulty, but we use the illustration to show that practical knowledge is of little consequence to an author in dealing with such a subject. The commentaries on the sections of the Acts, however, show a decided familiarity with the law, and a capacity to deal with it as a commentator, and not as a mere compiler. Too frequently barristers write books to enable them to learn a subject. The result is many bad books. Mr. Whiteley's is not in this category, but is a decidedly useful and creditable production.

The Town Councillors and Burgesses' Manual: A popular Digest of Municipal and Sanitary Law. By LOUIS GACHES, Barrister-at-Law. London: Butterworths.

THERE is no branch of law which has been so inconveniently burdened by big tomes as the law of public health and municipal corporations, and Mr. Gaches undoubtedly supplies a want in popularising the subject and making it familiar and easily intelligible to minds not endowed with any great faculty of research. In this little volume, Mr. Gaches claims to have furnished "a simple exposition of the municipal and sanitary functions of the town council" . . . "with respect to the supply of water and drainage;" . . . "also the proceedings connected with the poll, corrupt practices, and election petitions." But inasmuch as the whole book extends to only 270 odd post octavo pages, and half of those are filled by an appendix and index, it will be seen that our author can have done no more than give a bare statement.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Tuesday, Feb. 9.

THE JUDICATURE ACT.

THE LORD CHANCELLOR, in moving the first reading of a Bill to Amend and Extend the Judicature Act of 1873, said that as the Bill was almost identical with the measure introduced last year, and which passed the House of Lords, it was unnecessary for him to explain its provisions in detail. It differed, however, from the Bill of last year in one particular, which he thought it right to mention. The original Bill set forth in a schedule certain rules of practice and procedure, while power was given to Her Majesty in Council to make further rules; but it had been thought more convenient to have the rules all in one code, and consequently the Bill which he now presented, contained a provision to that effect, and enacted that the code should derive its authority from an order in Council.—Lord REDESDALE believed that the abolition of the jurisdiction of the House of Lords in appeals was not approved by the legal profession, and he suggested that the judges in

England should be consulted by the House upon the point.—Lord SELBORNE expressed his satisfaction at hearing that the Bill was essentially the same as the measure which passed the House of Lords last session. With regard to the suggestion that the English judges should be asked whether an Act of Parliament which the Legislature passed two years ago should now be repealed, he thought that such a course would be wholly unprejudiced, and maintained that the judges and the legal profession had had ample opportunity during the consideration of the Judicature Act to state their objections, if they had deemed it a measure unworthy of adoption.—Lord HATHERLY also thought that it would be an unusual course to consult the judges, as suggested by Lord Redesdale.—The Bill was then read a first time.

LAND TRANSFER.

THE LORD CHANCELLOR next presented a Bill to Simplify the Title and Facilitate the Transfer of Land, which he described as being almost the same as the Bill of last year on the same subject, but containing no clause making registration compulsory, as there were various difficulties attending the adoption of compulsory registration. The Bill was read a first time.

This is the fact. He has "digested" the statute law almost entirely, giving the go-by to case law. We detect no inaccuracy in the statement of the effect of the statutes, and to those who are content with a barren compilation—who want to know what Parliament has said without being told with care and elaboration what Parliament means by what it has said—we can cordially recommend Mr. Gaches. He is, however, in effect only a pilot fish to the bigger denizens of the literary deep.

A Manual of Constitutional History. By FORREST FULTON, LL.B., B.A., of the Middle Temple, Esq., Barrister-at-Law. London: Butterworths.

THIS book may be found useful by those who wish to get a general idea of the subject before plunging into the real study of constitutional history. Mr. Stubbs has told and shown us that there is no royal road to this branch of learning; and, as the author of the "Manual" says in his preface, a text-book should be merely the basis of other reading. Copious use has been made by Mr. Fulton of all the leading authorities on the subject, and he writes clearly and intelligibly. One fault of the book, and perhaps the only conspicuous fault, is its arrangement. The order purports to be historical; but under the heading, "From the earliest times to the accession of William I.," we find a report of *Bushell's* case in the reign of Charles I.; under the reign of Edward I., the history of uses is traced down to the present time; and whilst the last chapter is headed "Leading Cases in Constitutional Law," these are, as a matter of fact, scattered through the volume, and a comparatively small number remain to be separately treated. The desultory character of the arrangement is, however, mitigated by the addition of a full and carefully compiled index.

The Civil Laws of France up to the Present Time. By DAVID MITCHELL AIRD, Esq., Barrister-at-Law. London: Longmans, Green, and Co.

IT requires little penetration on the part of an observer to note the new aspects of legal studies as evidenced by the law books which issue from the press from time to time. They contain frequent proofs that law is being studied more and more as a science. They show that a large body of readers and students are becoming familiar with other codes than their own. The lawyer who wishes to make a mark in his profession as a lawyer, will doubtless soon find it necessary to devote more or less of his time to the subject of Comparative Jurisprudence. Indeed, with questions of codification and law reform constantly presenting themselves, it is well that we can turn to the Digest and to the codes of the Continent, imperfect as they are. Hence is derived the chief value of a book like Mr. Aird's. With all the defects of the Code Napoleon, it is of great value to the student in many ways. Not its least value is that it enables him to compare a living code with its original. In giving the English student greater facilities for doing this Mr. Aird deserves praise, and it will be fully acknowledged that he has executed his work very creditably. Wherever we have tested the author's correctness we have found him reliable. The present work is divided into three books, which treat of the civil law, of the law of property, of the modes of acquiring property. A commendable feature of the book is that the rules of the civil laws of France are themselves illustrated by footnotes referring to the Roman law.

SIMONY.

THE BISHOP of PETERBOROUGH presented a Bill to Prevent Simoniacal Practices in the Church of England, which was read a first time.

HOUSE OF COMMONS.

Monday, Feb. 8.

FRIENDLY SOCIETIES.

THE CHANCELLOR of the EXCHEQUER reintroduced his Friendly Societies' Bill, explaining the chief alterations which have been made in it since last year. It no longer insists on local registration, but to secure uniformity the registrars of Scotland and Ireland are subordinated to the London office, and the registrars will not be able to make alterations in the rules of societies, but only to dissolve them under certain circumstances. The clause for the preparation of Government tables will be omitted; and with regard to the insurance of children, that is permitted under the age of three years, for the sum of £3 in one single office. Leave was given to bring in the Bill, after some remarks from Mr. SALT and Mr. W. HOLMES, and the second reading was fixed for Monday.

MERCHANT SHIPPING.

Sir C. ADDERLEY brought in his Merchant Shipping Acts Amendment Bill, which, he said,

followed the recommendations of the commissioners, under four heads—discipline, safety of ships, training of boys, and improvement of inquiries. With regard to the first, the whole criminal code of the mercantile marine is to be re-cast; the certificated officers are to be dealt with by stipendiary magistrates of the local Admiralty Courts, the assessors being appointed by the High Court of Admiralty; and various additions are made to the offences for which seamen are punishable. On the second head—of safety—the Bill does not proceed on the principle of certifying the whole mercantile marine of the country, which the president believed to be impossible, but it continues the powers of stopping unseaworthy ships and of punishing guilty ship-owners. It contains many provisions as to boats, deckloads, overloading, &c.; and, though it does not fix a compulsory load line, it requires that on each ship shall be painted a scale of feet, so as to show how deep the ship is loaded when she goes to sea. A charge will be laid on the Mercantile Marine Fund to assist the training ships; and various improvements are made in the mode of conducting inquiries and for the prosecution of offenders in the ordinary criminal courts.—Mr. PLIMSOLL pronounced the Bill to be lamentably insufficient for the requirements of the occasion.—Mr. GOURLEY, as a shipowner, also condemned the Bill, preferring Mr. Plimsoll's stringent measure.—Mr. D. JENKINS, Mr. BRASSEY, Mr. WILSON, and Mr. SHAW-LEVEVER also made some remarks, and leave was then given to bring in the Bill.

Tuesday, Feb. 9.

THE NEW LAW COURTS.

In reply to an hon. member—Lord H. LENOX said—Mr. Street's plans for the new Courts of Justice having been approved before there was any idea of making a change in the Judicature, no special apartment for the Supreme Appeal Court has, by that name, been included in the new buildings; but, by the courtesy of the Society of Lincoln's Inn, their old dining hall has been made over to the Government. It has been suitably fitted by the Office of Works, and restored to its previous dimensions, and is now, I am informed, admirably adapted to be the First Court of Appeal. (Hear, hear.)

HIGHWAYS.

Sir G. JENKINSON asked, with special reference to a remark reported to have been made by the hon. member for South Norfolk (Mr. Read), whether it was the intention of Government to introduce a measure in reference to the management and maintenance of roads?—Mr. SCLATER-BOTH.—No one can be surprised that my hon. friend should have taken the earliest opportunity of asking this question. In reply to it, I fear that it will not be practicable, having regard to the pressure of existing engagements, to introduce within the present session a comprehensive measure on the subject of highways, dealing with all the important matters which incidentally mix themselves up with it.—Sir G. JENKINSON gave notice that under the circumstances he would take an early opportunity of bring forward a motion on the subject.

SUSPENDING WRITS.

Mr. C. LEWIS, pursuant to notice, moved that no new writ be issued for Stroud in the room of Mr. Brand, recently unseated on petition. This course, he contended, was necessary, both as a punishment for the electoral corruption of Stroud, and as an act of mercy, to give it an opportunity of recovering from the ill-feeling and jealousies engendered by so many contests. In support of the first contention, he related the turbulent electoral history of Stroud during the last eighteen months, the successive contests, and the consequent petitions and inquiries, which showed that the borough had gone from bad to worse until it was now thoroughly corrupt. As precedents for the suspension of the writ, he quoted the cases of Stafford in 1835, and of Wakefield in 1828. A respite from election turmoil was earnestly desired at Stroud, where, according to a letter which Mr. Lewis read, society is strictly divided into blue and yellow; old friends will hold no communication with each other, and £60,000 has been spent in a year in contests and election petitions. Adverting to the rumoured negotiations for the return of Mr. Bouverie, he declared on authority that as far as one party was concerned there was no foundation for them.—Mr. R. YORKE, who last year had opposed the suspension of the writ, now seconded this motion. He thought Mr. Lewis had been too hard on the electoral character of Stroud, but he agreed that it would be an act of mercy to give the community time to recover its good sense.—Sir WILLIAM HARCOURT opposed the motion as unprecedented, contending that no writ had ever yet been suspended except with a view to ulterior proceedings—either the issue of a Commission or a proposal for disfranchisement. He examined Mr. Lewis's precedents, showing that they had no relevance, and relied himself chiefly on the Ips-

wich case, reading copious extracts from the contemporary debates. The resolution amounted virtually to indefinite disfranchisement, but one House of Parliament had not the power to disfranchise a borough, and he pointed out that the judges had twice acquitted the constituency of anything like extensive corruption.—The SOLICITOR-GENERAL agreed with Sir W. Harcourt that merely to suspend a writ for the punishment of a borough and without any ulterior intention was contrary to precedent and contrary to law. A commission could not issue without a report that corrupt practices had extensively prevailed. No such report had been made in the case of Stroud; on the contrary, the judge had reported in exculpation of the constituency.—Lord R. MONTAGU supported the resolution, as did Sir W. LAWSON in a lively and highly amusing speech. "Away with the musty precedents," he cried, on which alone the opposition to this motion rested; and as to bringing Mr. Bouverie in, or indeed, any other clever man, he deprecated it strongly just now because he would interfere with the "watching policy" which had been prescribed for the Opposition, and would cause the Liberal party, so lately consolidated in the smoking room of the Reform Club, to fall to pieces like a pack of cards.—Mr. WHITEHEAD opposed the resolution, which he held would lead the house into a new and dangerous course; while Mr. GREGORY spoke in favour of the motion.—Mr. DISRAELI pointed out that to pass the resolution would be to supersede the Election Petitions Act. The "musty precedents" denounced by Sir W. Lawson with so much "gay wisdom" always embalmed principles, and the House could not depart from them without soon repenting of its rashness. The motion attributed to the House of Commons an infallibility which was unconstitutional, and he cautioned Mr. Lewis that if he succeeded he would create himself the guardian of Stroud, bound to keep the House *au courant* by daily bulletins of its moral progress, and to inform it when the constituency was sufficiently recovered to be entitled to the franchise. If the House once departed from the Election Petitions Acts not a contested election could happen without the most unconstitutional propositions being made, which would lead to the serious degradation of the House.—Mr. LEWIS replied, and after some observations from Mr. CHILDERS the motion was negatived by 225 to 44.

SOLICITORS' JOURNAL.

THE article on "The English Bar and the Inns of Court," published in the *Quarterly Review* for January last, is evidently from the pen of a member of the other branch of the Profession. The question of the relations of the two branches to each other and to the public is slowly but surely forcing itself upon public attention. The writer in the columns of our contemporary warns the present Conservative Government, in case it should entertain any attack, however mild, on the vested interests of the Bar of England, that such Government would be "covered with derision and blundering." "Why, indeed," asks the writer, "should the Conservative Government act so unwisely as to provoke the hostility of a Bar more redoubtable than that of the *publicans*?" Just so. It is only the power which the Bar can wield in its own interests and for its own protection which stands in the way of judicious and necessary reforms in relation to the Profession. The article referred to avoids the consideration of every awkward question such as the non-liability of counsel for negligence, the barrier presented by the rules of the Inns of Court to solicitors and articled clerks being called to the Bar, and the monopoly by the Bar of all the higher offices connected with the Profession. It puts a false colour on the aims and objects of many worthy men in both branches, and may, in short, be regarded as a not unimportant contribution—strictly onesided—to the consideration of very important questions connected with the organisation of the legal Profession. We recommend solicitors not to read it, however. It will prove irritating and annoying, being ungenerous in tone, and incorrect in many statements of facts.

A MEMBER of the Profession addresses us as follows:—"I am a solicitor, and desirous of passing to the higher branch of the Profession—a very natural and laudable ambition, I trust, and one which the state will do well to cultivate, I mean the desire on the part of any man to get higher in his profession or occupation. A cousin of mine, a tradesman—I will not say what trade, for the idea is not pleasant, but I will call it an uncon-

fortable trade—also wishes to go to the Bar. We have both made inquiries and I find I must starve for three years—I have no means—before I can be called to the Bar. My cousin finds that he can enter at once, and may carry on his trade, else he would starve, for he has no means. When called, he proposes to enter a solicitor's office to gain experience. I can't understand this state of things. I have passed five examinations in law; I have studied it for years; I have taken degrees in law at one of our universities; I have several handles to my name, the result of hard work; but because I am a solicitor, the Inns of Court will have nothing to do with me. I find it difficult to reconcile myself to my fate. I regard it as an honour to be a solicitor, but more to be a barrister, to achieve which, it seems that it would have been better if I had gone in for the 'uncomfortable trade.' The great body of solicitors may be (in the opinion of the Inns of Court) a set of persons not fit to be associated with and not fit to enter the other branch of the Profession. I do not think so, but really I can assure the Inns of Court that they may safely make an exception of me. I shall never rob any member of the Bar of what he may consider his birthright in the shape of a judgeship. Solicitors do find their way to the Bench; I have not now the strength or the energy to hope for this. They need not suspect that I shall play their high profession false, or that I shall steal books from their library, they shall find me honest and straightforward. Seven-tenths of the solicitors who manage to get to the Bar succeed; that is one reason why I wish to be called, and I suppose it is the chief reason for the Inns shutting their doors upon solicitors. I admit I have many friends who are solicitors, but whether I am called in three days or three years I should have their patronage provided I was equal to the occasion, not otherwise. Why then am I, as a solicitor, treated in a contemptuous manner by the Inns of Court? Can you explain?" Our answer is, we cannot; but a barrister to whom we have referred the matter writes: "It is difficult to understand that the 'inexpediency' of repealing the rule of the Inns of Court, requiring solicitors to abandon their Profession for upwards of three years before being called to the Bar does not recommend itself to solicitors generally. Solicitors are in constant communication with clients, and in constant intercourse with other solicitors. Rightly or wrongly—I confess we think rightly—it conduces to the honour and integrity of the Bar, that this intercourse should not go on previous to call to the Bar. A barrister must equally 'starve,' to use the favourite expression, for three years, if he wishes to become an attorney. The argument that a tailor or a butcher can carry on his trade whilst he is a student, is wholly beside the question. He can derive no unfair advantage, or be affected professionally, or tempted to commit irregularities in his Profession by having been in trade. Passing from one branch of the legal profession to another—peculiar as the constitution of that Profession is—is quite another matter. The rule adhered to by the Benchers has long been in force, and I consider that they ought to hesitate before abrogating it."

LEAVE was on Monday last given in the House of Commons to Mr. W. T. CHARLEY, to introduce a bill further to amend the law relating to legal practitioners. We understand that this measure will, as did that of last session, proceed from the Legal Practitioners' Society, and will include so much of the Bill of last session as was withdrawn, owing to the opposition of the Solicitor-General, who took a mistaken view of the then existing law upon the subject. The name of Mr. William Gordon, a solicitor, also appears as introducing this measure. The second reading is fixed for the 12th of May.

In our last issue, page 248, we published a remarkable notice issued by the learned judge of the Bow Court. It is difficult to reconcile its terms with the following (the 36th) section of the Solicitors' Act of 1843, which is as follows:—"And be it enacted, that in case any person shall commence or defend any action, or sue out any writ, process, or summons, or carry on any proceedings in the court commonly called the County Court holden in any county in that part of Great Britain called England and Wales, who is not, or shall not, then be legally admitted an attorney or solicitor according to this Act, or shall not himself be plaintiff or defendant in such proceeding respectively, such person shall, and is hereby made incapable to maintain or prosecute any action or suit in any court of law or equity, for any fee, reward, or disbursement on account of prosecuting, carrying on, or defending any such action, suit, or proceeding, or otherwise in relation thereto, and such offence shall be deemed a contempt of the court in which such action, suit, or proceeding shall have been prosecuted, carried

on, or defended, and shall and may be punished accordingly." It is the duty of the professional men practising at this court to represent the matter (important, as well because of the precedent which it will afford as of the immediate evil resulting from it) to the court, and without delay. We are quite sure the irregularity has only to be properly and respectfully represented to meet with the necessary correction.

CORRESPONDENTS in the *Irish Law Times* have lately been considering two questions interesting to the Profession. One, the claims which solicitors have to be associated with the literary world; and, two, the desirability of confining the offices of chief clerks in Chancery to solicitors, and the wisdom of the etiquette which prevents members of the other branch appearing in chambers before such chief clerks. On the first point a correspondent says: "Referring to the letter of 'An Apprentice,' in your last issue, will you allow me to ask him if he ever heard of *Roscoe*, or of James and Horace Smith (the authors of 'Rejected Addresses')? Because, if not, I desire to inform him that they were distinguished in the literary world, and were solicitors by profession. It is unreasonable to expect to find many literary men amongst the working men of any profession. He will find the same paucity of authors in the medical profession and at the Bar." And a note of the editor follows, expressing the opinion that a previous correspondent took too narrow a view of the duties and requirements of the profession to which he aspires. "In Ireland," says our contemporary, "many of the most influential men of society and letters are or have been solicitors. We need not refer to the parliamentary representatives of the Profession; nor to the fact that English solicitors have held important posts in past Governments, while the head of the present Government began the world in a solicitors' office." As regards the second subject a correspondent writes: "Chamber business, in my opinion, ought to be done as it is in England, in a room, at a table, and not in a court, as it is done here, and matters that cannot be transacted in that way should be moved by counsel in court. For the consideration of most business capable of being so transacted, I think a solicitor is best suited, as it resembles the business in which he is constantly engaged in his professional pursuits. For instance, matters connected with the management of estates and trusts, dealings with tenants, and accounts of all kinds, are what a solicitor is accustomed to, and is necessarily more familiar with than a barrister can be, and I believe all such matters will be better done by an experienced chief clerk than by a learned judge."

As evidence of the undesirability of bestowing on one solicitor in a town or district several appointments connected with the Profession, we may mention that a case has recently come to our knowledge in which the town clerk of a borough was instructed as such to proceed against certain owners of property in the borough for the costs of improvements undertaken by the local authority after due notice to such owners. Proceedings having been taken in the County Court against a member of the corporation, among others, the defendant paid into court the sum claimed and the costs of the summons within five days of the hearing, but refused to pay an attorney's fee which the town clerk—also the registrar of the County Court—demanded. On the hearing the defendant said he thought notice ought to have been given to him that costs were to be applied for. He paid the money into court, and was not then told that any costs were incurred, but the registrar sent for him and told him there was the attorney's fee. He submitted that it was incompatible for the town clerk, acting as clerk to the sanitary authority, to take out these summonses, and as registrar of that court to ask for attorney's costs.—His HONOUR: You paid the money?—A. Yes.—Q. And the cost of the summons?—A. Yes.—His HONOUR: Then that will do. We are quite of the same opinion under the circumstances.

A FIRM of Bradford solicitors have forwarded us a copy of a circular which a client of theirs received from another firm of solicitors, the body of which circular we reproduce, as showing in what way many creditors of insolvent debtors, whose estates are in liquidation, are misled into adopting a course which throws all the power of dealing with such estates into the hands of interested persons, who commence by obtaining from unfortunate or designing debtors a list of creditors:—"Re W.—We find you are a creditor of this person; please not to give any person your proof and proxy until you have had an opportunity of seeing us upon the matter. We are concerned for a client of ours who is about the largest creditor, and we shall be happy to repre-

sent your interests along with our clients. If you are coming into Bradford next week, perhaps you will kindly give us a call." In our opinion, to issue a "circular" in this form, addressed to a general body of creditors, amounts to touting, pure and simple, and is especially to be condemned when indulged in by professional men. Moreover, such action is well calculated to defeat the objects sought to be accomplished by all Bankruptcy Acts.

A MEETING of the Profession in Stockport has recently been convened for the purpose of considering the desirability of forming a local law association, and it was unanimously resolved that such an association be immediately formed, and a committee was appointed to frame the rules, to be discussed at a future meeting. Mr. W. Burn, as a member of the Legal Practitioners' Society, explained to the meeting the operations of that society, and the acting honorary secretary was authorised to send in the names of those present as proposed members. We can only say we are always delighted to hear of the formation of local law associations, and we wish the promoters in the present case every success.

MR. THOMAS BEARD, solicitor, of Basinghall-street, City of London, for some years a member of the Common Council, has been elected chairman of the Officers' and Clerks' Committee of the Corporation, another solicitor, in the person of Mr. Frederick Kent, is chairman of the Law, Parliamentary, and City Courts Committee of the same municipality, and there are besides fifteen other solicitors in the Corporation of London besides the Lord Mayor.

THE proposed rules, framed pursuant to the Supreme Court of Judicature Act 1873, which were issued before the last Long Vacation, are to be consolidated with the rules comprised in the schedule to the Act, so that when the Act and the rules come into operation the entire rules will be presented in a more convenient form than would otherwise have been possible.

THE newly-appointed judge, Mr. William Field, Q.C., owes his elevation to the Bench to professional merits, and quite apart from political influence. Like many of our judges, past and present, he began life as a solicitor, having been admitted on the rolls in Hilary Term 1840, and having practised as such in the city of London for some years. It is impossible to say to what extent this learned judge attributes his success to his having been a member of the other branch of the Profession at the outset of his professional career, but of this we are assured, that if a similar training will secure judges as excellent as Mr. Field will, we are sure, prove himself to be, the sooner practice as a solicitor is made a condition precedent to a call to the Bar the better, facilities for passing from one branch of the Profession to the other being, of course, secured.

NOTES OF NEW DECISIONS.

INTERROGATORIES—*LIBEL*.—Where circumstances point to the defendant as the publisher of a libel, and the plaintiff cannot otherwise prove his case, he may administer interrogatories to the defendant as to the publication, unless criminal proceedings are pending, or appear to be contemplated; and if the defendant objects to answer, on the ground that he will criminate himself, he must make an affidavit to that effect: (*Greenfield v. Reay*, 31 L. T. Rep. N. S. 756. Q.B.)

PARTITION—*SUIT—FORM OF DECREE*.—The practice of the court in ordinary administration suits, to proceed with a sale before the finding by the chief clerk's certificate of the inquiries directed by the decree is not applicable to suits instituted under the Partition Act 1868, in which cases the provisions of the statute must be strictly followed. By the decree made on the hearing of a suit for partition an inquiry (*inter alia*) was directed as to whether it would be beneficial for all parties interested in or entitled to the property that a sale should be made, and if it should be so found beneficial, then it was ordered that the property should be sold. A sale was forthwith proceeded with, and a purchaser objected to the title on the ground (amongst others) that the sale was made before the chief clerk had made his certificate in answer to the inquiry directed by the decree. Held (affirming the decision of Bacon, V.C.), that the sale was irregular, and that the purchaser was entitled to be discharged from his contract: (*Powell v. Powell*, 31 L. T. Rep. N. S. 737. Chan.)

NEW CHANCERY CLERK.—Mr. Shearme has been appointed by Vice-Chancellor Malins the new Chief Clerk in Chancery, vacant by the appointment of Mr. Buckley as Taxing Master.

REPORTS OF SALES.

Thursday Feb. 4.

By Messrs. NEWBORN and HARDING, at the Mart.
Camden Town.—No. 298, Camden-road, term 64 years—sold for £1340.
Hammersmith.—Nos. 1 and 2, George-street, term 51 years—sold for £350.
Stoke Newington.—No. 32, Milton-road, term 81 years—sold for £205.
Barnsbury.—Nos. 32 and 36, Cloudeley-road, term 22 years—sold for £130.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ANDERSON (Frances), 2, Augustine-place, Worthing, Sussex-widow. March 25; Richard Edmonds, solicitor, Worthing. April 12; V.C. M., at twelve o'clock.
BLAGO (Thomas W.), St. Alban's, Hertis, gentleman. March 15; Burder and Dunning, solicitors, 27, Parliament-street, Westminster, Middlesex. March 24; V.C. H., at twelve o'clock.
CUNLIFFE (Sarah), Elm Tree Lodge, Finchley, Middlesex, spinster. March 6; H. T. Chapple, solicitor, 6, Queen-street, Chesham, London. March 17; V.C. H., at two o'clock.
GRIFFIN (Wm.), Stockton Fields, Warwick, farmer. March 8; F. R. Welchman, solicitor, Southam, Warwick. March 24; M. R., at twelve o'clock.
HALL (John), 122, London-road, Southwark, Surrey, lead and glass merchant. March 10; Wm. Dudley, solicitor, 1, Southwark Bridge-road, Surrey. March 24; M. R., at twelve o'clock.
HEDGES (Edward), Stenckley, Bucks, farmer. March 15; F. and D. T. Willis, solicitors, Leighton Buzzard. March 24; V.C. H., at twelve o'clock.
KING (Wm. W.), Barseledon, Bournemouth, a captain in H. M.'s 13th Hussars. March 10; A. J. S. Quackett, solicitor, 35, Lincoln's Inn-fields, London. March 22; V.C. M., at twelve o'clock.
LEMON (Edwin), Manor Farm, Purse Caundle, Sherborne, Dorset, yeoman. March 5; E. Norton, solicitor, 2, King-street, Chesham, London. March 12; V.C. M., at twelve o'clock.
LEVELL (Wm.), Norton, Malton, York. Feb. 15; Thos. Steel, solicitor, Sunderland. Feb. 22; V.C. M., at twelve o'clock.
MILLER (Jas.), formerly of Speen, Berks, late of Lymington, Hants, nurseryman. March 1; Wm. Coxwell, solicitor, Lymington. March 13; V.C. H., at twelve o'clock.
TWITCHIN (John), Cowick-street, St. Thomas the Apostle, Devon, builder. Feb. 24; Robert T. Champion, solicitor, Exeter. March 5; V.C. B., at twelve o'clock.
WALLER (Arthur), Aberdeen Park, Highbury, Middlesex, Esq. March 1; Wm. F. Gush, solicitor, 5, Finsbury-circus, London. March 10; V.C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

ALLS (Nicholas S.), 53, Northampton-road, Clerkenwell, Middlesex, gold and silver chaser. March 7; Worthington and Co., solicitors, 72, Coleman-street, London.
ANGELL (John S.), formerly of Little College-street, Upper 2, Chandos-road, London, late of 16, Denmark-road, Camberwell, Surrey, leather merchant. March 13; B. F. French, solicitor, 51, Crutchedfriars, London.
ATTENBOROUGH (Rev. Thos. B.), Newark-upon-Trent. March 30; Pratt and Hodgkinson, solicitors, Newark-upon-Trent.
AVERLINE (Henry F.), Epsom, and West Cottage, Wimbledon, Surrey, solicitor. March 10; Park, Nelson and Morgan solicitors, 11, Essex-street, Strand, Middlesex.
BAKER (Charlotte), Ratby, Leicester, widow. March 31; J. and S. Harris, solicitors, 31, Friar-lane, Leicester.
BAKER (Jos.), Ratby, gentleman. March 31; J. and S. Harris, solicitors, 31, Friar-lane, Leicester.
BLACKSTONE (Jos.), late of 1, Gloucester-road, Regent's-park, formerly known as Park House, Gloucester-gate, Regent's-park, Middlesex, surgeon. April 5; Hughes and Sons, solicitors, 12, Chapel-street, Bedford-row, London.
COLTHURST (Robert T. T.), Thurloxton, Somerset, gentleman. March 15; Ruddock and Auber, solicitors, Bridge-water.
CORWOLD (Alfred H.), 86, Warwick-gardens, Middlesex, artist. March 25; A. R. Steele, solicitor, 9, Cook's-court, Lincoln's-inn, Middlesex.
GRAHAM (John), 27, Charles-street, St. James's-square, Middlesex, gentleman. April 10; Pawle, Fearon, and Coleham, solicitors, 11, New Inn, Strand, Middlesex.
GREGORY (Frederic), Bedford Lodge, Dagnall Park, South Norwood, Surrey, gentleman. March 10; Nicholls and Leatherdale, solicitors, 14, Old Jewry, London.
HABER (Ludwig), Breslau, Germany, and of Hakodade, Japan, Vice-Consul for the German Empire. April 30; Fielder and Sumner, solicitors, 14, Godman-street, Doctor's Commons, London.
HAMBER (Thos.), formerly of the Bankruptcy Court, Basinghall-street, London, late of 33, Park-road, New Brunswick, Surrey, gentleman. March 25; A. A. Corseilis, solicitor, East-hill, Wandsworth, Surrey.
HARRIS (Thos.), Hugglescote, Leicester, farmer. March 8; Smith and Mammatt, solicitors, Ashby-de-la-Zouch.
HART (Jacob), Victoria-terrace, Bridge-road, Battersea, Surrey, gentleman. March 25; A. A. Corseilis, solicitor, East-hill, Wandsworth, S.W.
HAYES (Geo. L.), 64, Rye-hill, Newcastle-upon-Tyne, gentleman. March 25; Keenleyside and Foster, solicitors, St. John's Chambers, Grainger-street West, Newcastle-upon-Tyne.
HEFFER (Henry), Springfield, Upper Norwood, Surrey, Augusta House, Worthing, Sussex, and Long-acre, Middlesex, coach builder. March 31; J. Bowen May, solicitor, 67, Russell-square, London.
HOBBS (Chas. F.), 83, Richmond-road, Barnsbury, Middlesex, gentleman. March 10; Wm. Sturt, solicitor, 14, Ironmonger-lane, London.
HUNTER (Lieut.-Col. Wm.), Mount Severn, Llanidloes, Montgomery. March 22; Johnson and Master, solicitors, 19, Southampton-buildings, Chancery-lane, London.
IRWIN (Edward), Preston House, Leeds, and Derrygore House, Fermanagh, Ireland, Esq. May 13; North and Son, solicitors, 4, East Parade, Leeds.
JUMP (Thos.), 29, Oxford-street, Liverpool, gentleman. March 31; Wm. Cropper, 21, Harrington-street, Liverpool.
KIERNAN (Francis), 30, Manchester-street, Manchester-square, Middlesex, surgeon. March 1; Dixon, Ward, and Co., solicitors, 10, Bedford-row, London.
MANSTREET (Margaret), Codrington Villa, Central-hill, Upper Norwood. March 31; G. A. Crawley and Arnold, solicitors, 20, Whitehall-place, London.
MASON (Elizabeth), Wimbledon, Surrey, widow. March 10; Wm. Sturt, solicitor, 14, Ironmonger-lane, London.
PARKER (Walter), late 109, Rendlesham-road, Clapton, Middlesex, packing case maker, formerly photographer. April 2; J. Hutton, 74, Shrubland-grove, Dalston, Middlesex.
PEMELL (Harriet), Bargate House, Canterbury, widow. Feb. 25; Prior, Bigg and Co., solicitors, 61, Lincoln's-inn-fields, London.
PETRIE (Harriet J. G.), Barniel Berrylands, Surbiton, Surrey, spinster. July 1; H. A. Dowse, solicitor, 6, New Inn, Strand, Middlesex.

CHEWTON (Captain Algernon E. S.), Milnthorpe, Westmoreland, March 25; J. H. Bayliss, solicitors, 1, Raymond-buildings, Gray's Inn, London.

BARR (Josiah), Crown-street, Morriston, near Swansea, Glamorgan, chemical manufacturer, March 17; Davies and Hartland, solicitors, 5, Rutland-street, Swansea.

RICHARDSON (John), 9, Spencer-road, Battersea, Surrey, gentleman, March 25; A. A. Cornelli, solicitor, East Hill, Wandsworth, E.W.

SCULL (Geo. J.), Commercial-road, Landport, and Northbrook House, Elm Grove, Southsea, surgeon, March 1; Bellard and Son, solicitors, 132, High-street, Portsmouth.

SEHMANN (Carl B.), 4, Westminster-chambers, Victoria-street, Westminster, Middlesex, gentleman, April 30; Fielder and Sumner, solicitors, 14, Goddard-street, Doctor's Commons, London.

SOLMAN (Wm. S.), 44, Manchester-street, Gray's Inn-road, Middlesex, cab proprietor, March 1; Dixon and Co., solicitors, 10, Bedford-row, London.

TAYLOR (Israel), Orrell-within-Wigan, gentleman, March 30; Leigh and Ellis, solicitors, The Arcade, Wigan.

TOWNSEND (Geo.), 4, Mining-lane, London, and Shrapnel Park, Byfleet, Surrey, tea broker, April 30; Wm. Foster, solicitor, 7, Queen-street-place, Cannon-street, London.

TRAFFY (Joe.), Chatham-street, Liverpool, insurance broker; M. red 1; Harvey and Alsop, solicitors, 15, Castle street, Liverpool.

WALTON (Jas.), formerly of Frederick-street, late of Washington-street, Sunderland, gentleman, March 30; Litch and Co., solicitors, Howard-street, North Shields.

WATERS (John B. M.), formerly of Petistree Lodge, Petistree, Suffolk, late of Bangor, Isaacson, Flint, Esq., March 18; Kyrie G. Baker, solicitor, Eilemmer, Salop.

WILLIAMS (Mary), 18 and 21, New Quebec-street, Portman-square, Middlesex, spinster, March 5; L. W. Gregory, solicitor, 15, King-street, Chesham, London.

WOODALL (Robert), Manchester, gentleman, March 25; T. Baker, solicitor, 25, Jackson's-row, Manchester.

WOOLLEY (O'Brien B.), 49, Westbourne-terrace, Hyde-park-gardens, Middlesex, Esq., March 16; Yarde and Loader, solicitors, 1, Raymond-buildings, Gray's Inn, London.

WYMAN (Wm.), Goswell-road, Old-street, Middlesex, and Milton-next-Gravesend, Kent, upholsterer and dealer in furniture, March 9; C. Armstrong, solicitor, 33, Old Jewry, London.

MAGISTRATES' LAW.

LAW AND PRACTICE OF ENGLAND AND SCOTLAND IN AFFILIATION CASES.

By DR. BARCLAY.

DR. BARCLAY says that he was requested by the officers of the Jurisprudence Section of the Social Science Association to write a paper to be read at the October Congress in Glasgow. He made choice of the above subject, with the hope of obtaining the opinions of legal gentlemen belonging to both sections of the United Kingdom. By some unfortunate circumstance the paper was not read at the meeting. The writer was chiefly indebted for English law on this subject to the treatise on "The Law and Practice of Orders of Affiliation," by T. W. Saunders, Esq., Recorder of Bath (6th edit.). He has also to acknowledge the kindness of that gentleman in affording him further information on points of difficulty.

The laws which regulate judicial procedure for fixing the paternity of illegitimate children and their support on the putative father are of importance beyond the parties to the suit. They have a social bearing of far greater importance. The character and standing of the man on whom the claim is sought to be fixed are at issue, often affecting the peace of families. The status of the child is also involved, sometimes raising questions of succession. Of wider influence the morals of the community are concerned in the repression of vice, and in preventing falsehood often sealed by perjury. All this may be defeated either by an over strict or an over lax formula of procedure. By the one the real father may escape, and a burden, the result of his guilt, be wholly thrown on the mother, who not unfrequently seeks to escape by the neglect and even infanticide of her offspring. Frequently the support both of mother and child is thrown on public resources. In the other way, but, I believe, much more rarely, an innocent man may not only suffer in his means, but what should be of far greater value, in his character and prospects.

The inquiry has become all the more important because of the great increase of illegitimacy in recent years. From the report of the Registrar General of England for the year 1870, the illegitimate births registered was 44,737, being 5.6 per cent. of all the births registered for that year. In Scotland the ratio apparently is greater. By the report of the Registrar General for this part of the Kingdom in the ten years 1861-1870 inclusive, of 1,120,791 births, 1,010,730 were legitimate, and 10,061 illegitimate, being 9.7 per cent. of the former class. This, however, for the sake of the credit of Scotland is more apparent than real. Happily since the year 1854 we have had an admirable system of compulsory registration (17 & 18 Vict. c. 80). We understand this most essential element of statistics is faulty in the south, owing there rather a register of baptisms than of births. The Scotch tables further contain very serious and startling facts as to the great difference of illegitimate to legitimate births uniformly found in certain districts. The general proportion, as has been said, is 9.7. But whilst some districts contribute thereto so small an amount as 4 and 5 per cent., in other districts the proportion mounts up as high as 16.1 and 16.2 per

cent. Here is a very interesting field for inquiry to the social statistic, and the moral and religious reformer, but which is beyond the domain of the jurist.

There is a most marked distinction between the law and practice of the two countries in this important department. It is my object briefly to state where these differ, so that attention may perhaps be directed to their respective merits or blemishes with the hope of amendment in both countries. These laws in both sections of the kingdom have been changed from time to time; at one time bearing very hard on the mother claiming support, and at other times unduly adverse to the man from whom support is claimed. A recent alteration in the law of Scotland which, it is believed, was wholly unintentional, has in my experience been most detrimental to the mother claiming support, and otherwise instrumental in admitting gross perjury as well as destructive of public morals.

In dealing with the law and practice of England I am venturing on foreign ground, and should I commit any mistakes our professional friends on the other side of the Tweed will at once correct and forgive me.

1. In England all cases of affiliation are adjudicated on by justices of the peace, and that, according to statute law, incorporated with the poor law, and conducted under certain peculiar prescribed forms of procedure. In Scotland these cases are dealt with entirely at common law, in the same way as any other civil debt or claim. Justices have with us at common law a jurisdiction in such cases, but, it is now very seldom or never exercised. The claims of alimony are brought in the court of the sheriffs. The only statute law which interferes with the claim is the Poor Law Amendment Act (8 & 9 Vict. c. 83, 1845). This only comes into operation where the child has become chargeable on the parish, and then the parochial board is entitled to prosecute criminally for neglect the putative father, who has either acknowledged the paternity or on whom it has been judicially fixed, he being able to contribute his share of support. He may be fined and imprisoned for a certain period. But no order on the suit of the poor law authorities is sanctioned by statute for the future support of the child, as is provided under the English law. In England the poor law authorities can at any time apply to two justices for an order on the putative father for future alimony, which is enforced in the same manner as on the suit of the mother. In the year 1873 there were 126 criminal prosecutions in Scotland at the instance of parochial boards, and 61 convictions of putative fathers for neglect to contribute for the support of their children, who had thus become chargeable to the parish. In respect of the rights of the poor law authorities to obtain an order for future support of the child, the law of England is superior to that of Scotland.

2. The statute law of England, dealing with the support of bastards, goes as far back as the 18 Eliz. c. 3, s. 2. The 4 & 5 Will. 4, c. 97 (1834), was the ruling statute for a long time, amended by the 7 & 8 Vict. c. 101; and 8 & 9 Vict. c. 10. The former statutes were superseded by the Bastardy Laws Amendment Act 1872 (35 & 36 Vict. c. 65). This last statute, containing (no extraordinary fact in legislation) most egregious blunders, called for an amendment of the Amendment Act 1873 (36 Vict. c. 9). As has been already noticed, in Scotland there is no statute regulating the claim of affiliation with the single exception of the criminal prosecution for neglect. The claim in Scotland, with its peculiarities, is left to be dealt with at common law in the same manner as any other claim of civil debt. Here the law of England is in advance of that of Scotland, in its having a summary and peculiar jurisdiction for such claims.

3. In England (35 & 36 Vict. c. 65, s. 3) a single woman, with child, may, on oath, apply to one justice, stating who is the father of the child, for a summons against him. But in this case the day of appearance must be fixed on a day after the birth of a child. In Scotland no claim can be made judicially until after the birth. If, however, the putative father is proved to be about to leave Scotland, he may be proceeded against, as in *fuga*, on the oath of the mother, supported by some evidence, not of the paternity, but of his intended flight, and he may be put under caution, *de judicio sibi*, to answer to an action for alimony to be brought after the birth of the child, within a time specified—generally six months. Under this head the practice in Scotland seems to be the best. It answers the ends of justice, and does not run the risk of a false issue in the not infrequent case of no child being born.

4. In England the mother may apply to one justice for a summons against the putative father any time within twelve months from the birth of the child, or at any time thereafter, but only on proof that the man within the first twelve months paid money for its maintenance, or was absent from England during these twelve months and had

only returned twelve months before the application. In Scotland there is no restriction of time and no prescription or limitation of the claim and action, which may be brought at any time within the long negative prescription of forty years. In Scotland a mother was successful in making good her claim after a delay, in one case of thirteen years and in another of fifteen years: (7th July 1809, Finlayson, Fac. Col. 428, Feb. 1842; Thomson, 4 D. 633, 6th Dec. 1852; Lamb, 5 D. 248). *Mora* may, however, form a strong presumption against the validity of the claim. The limit of time in the case of the mother does not apply in England where the order is sought by the parish authorities. There is certainly an advantage in compelling an early resort to law. The loss of evidence, however, is likely to tell more against the claimant than the respondent. Here the law of England may have an advantage over that of Scotland by compelling an early application for redress, and it might be well to have some such limit in Scotland, but certainly of greater space than twelve months.

5. In England the application for a summons need not be in writing, but generally it is so, and a form is prescribed by statute. A summons thereon is issued citing the defender to appear at petty sessions on a certain date and at a specified place, the interval being at least six days, and within forty days from the date of the summons. Elaborate forms of procedure have been framed by the Local Government Board under authority of the Act 1872. In Scotland the action is brought by a summons in the form adapted for all civil claims on an *inductio* of six days which comes into court on the next ordinary court day. A copy of the summons is served personally or left at the defender's usual place of abode by an officer of court, accompanied by one witness, and a formal declaration of the fact, called "execution" is endorsed on the original summons, and is held the only evidence of citation unless challenged as false. The formula adopted in England before justices would be found altogether inapplicable to Scotland. But in such cases in Scotland a more summary and economical form of procedure is imperatively demanded than what is suited for ordinary cases of debt, which, unlike a demand for instant support, may abide the proverbially slow progress of judicial procedure.

6. If the defender in England fail to appear on the day named in the summons, the justices take the oath of the party who served the summons to that fact, and then the sessions proceed *ex parte* to hear the evidence of the woman and other corroborative proof, or may adjourn the hearing. In Scotland if appearance be not entered by the defender by a notice lodged with the clerk either by himself or an agent, decree is given in absence and without evidence. Against this decree the defender may be reponee at any time until the decree be implemented voluntarily or by legal execution. The procedure in Scotland does appear to be best suited to the ends of justice, as the trial *ex parte*, and especially one of so much delicacy *ex parte*, cannot be held satisfactory. The genius, however, of the English law is adverse to decrees in default.

7. In England, either on appearance of the defender, or in his absence, the justices proceed to investigate the case, taking "the evidence of the woman and such other evidence as she may produce, and any evidence tendered by or on behalf of the defender, and if the evidence of the mother be corroborated in some material particular by other evidence to the satisfaction of the justices," an order for payment is issued against the defender. In England the mother's oath is essential in evidence, and the defender may be a witness either called by the mother or by himself. In Scotland, where appearance has been entered a record is made up, as in other ordinary causes for debt. In some courts this is done by a short defence of denial. In others, and generally, a full record is made up of averments and admissions or denials by each party alternately in shape of condensation and defences. The proof on both sides is taken by the sheriff in writing. Parties are thereon heard *viva voce*. The sheriff substitute gives judgment condemnatory or absolvitory. There is an appeal allowed, and generally taken, to the sheriff principal and not unfrequently to the court of session, and it is open even to the House of Lords. In all this there is very great delay and very much expense. Often the defendant suffers as much in costs as would suffice to support the child to mature manhood, and very frequently, because of exhausted means, the burden is thrown on the parochial board. The procedure in England appears to be recommended for economy and despatch, that in Scotland requires amendment to ensure a speedy and less costly decision with due regard to the paramount interests of justice. Seeing that in Scotland the jurisdiction is exercised by skilled judicial functionaries, and that evidence in this class of cases is generally circumstantial, there may exist some reason for no longer entrusting such cases to the ever-shifting and non-legally trained justices in

England, but transferring the jurisdiction to the County Courts, which have been so far borrowed from the ancient sheriff courts of Scotland, and have obtained the confidence of the public.

8. In England the order when given is on the father to pay towards the support and education of the child, a weekly sum not exceeding 5s. each week, with the expenses incident to the birth and funeral, if the child has died before the order, and with costs. If the father fails to implement the order on certain farther proceedings the same may be recovered by distress and sale of his goods, and, failing such recovery, he may be committed to gaol for a term not exceeding three months, unless the sums with additional costs be sooner paid. In Scotland decree is given for child-birth expenses and aliment. The rates unfortunately vary in different counties, and are slightly increased with the rank of the father. This last obviously is not wise as forming an inducement to a woman to select, not according to truth but for ability of the man to give support. The common allowance in Scotland is 30s. for the expenses attending the birth, and 30s. for each of the three first or nursing quarters, and 25s. for each subsequent quarter (that is about 2s. 6d. in the week), payable quarterly in advance, with interest, until the child, if a female, reaches the age of ten, or if a male seven years. At these periods the father may claim the custody unless good grounds of objection can be shown, and if the custody be refused, the mother's claim of aliment ceases. The rates are supposed to be one-half of the actual cost of support, the mother contributing the other half, either by her nurture or in money where the child is given in charge to a third party, which last is not uncommon. The recovery of the sums awarded is as in any other ordinary claim of debt. Pounding and sale, or distress of moveables, is the usual procedure, but the great proportion of this class of defenders have none to attach. They may be imprisoned, but only as civil debtors. Claims of aliment of whatever amount are specially excepted from the statute abolishing civil imprisonment in Scotland for debts under £8 6s. 8d. (£100 Scotch money), 5 & 6 Will. 4, c. 70. Imprisonment for debt still exists in Scotland for sums upwards of the above stated sum, though abolished in England, except on commitments from County Courts. The mother, instead of obtaining aliment for her child, has under an old Scotch statute (the Act of Grace 1696) in her turn to aliment the father in prison at so much each day. He may ultimately get liberation by the process of *cessio bonorum*, but only on finding caution for the future aliment of the child, it may be at a reduced rate from what was awarded by the court. There is no penal coercion save what has been already mentioned where the support of the child has been thrown on the parochial board, and the defendant has been proved to have been able to contribute to its support. Where the father has been imprisoned in England the mother is not obliged to find him in aliment as in Scotland. He or his friends may provide such, and if unable, he is supplied with the common prison dietary at the public expense. In England (though still undecided) the opinion is that imprisonment cancels the claim for which the man suffered imprisonment, but leaves the future aliment intact. In Scotland the imprisonment of the father does not cancel any part of the claim, but where he obtains *cessio* such protects from imprisonment for bygone, but not for future aliment. Under this head the law of England is, in some respects, preferable to that of Scotland.

9. In England it has been now settled that a woman, who has failed in her first application, may repeat her application. An appeal is allowed where an order is given, but none is provided where refused. Hence it has been decided that the refusal is more of the nature of a nonsuit than of an adjudication. No doubt the first refusal has weight in disposing of a renewed application unless supported by additional evidence. In Scotland an appeal is allowed alike against a decree absolutive as against one condemnatory. The final decree of absolution is *res judicata*, and bars all further process. The advantage in this point we claim, seeing that a party should come prepared with all possible evidence, and it is hard to keep a defendant under the torture of so delicate a claim. It also opens the door for a defeated party to get up further evidence regardless of truth.

10. In England an appeal may be taken within twenty-four hours after the adjudication, from petty to quarter sessions, on the appellant finding caution for costs. In petty sessions either party may demand a case entirely on points of law, to be laid before any one of the Superior Courts of law. On any legal defect on the face of the order a writ of *certiorari* from the Queen's Bench may be obtained. In Scotland, where alimentary claims have been brought before the justices, an appeal was open to the quarter sessions, which is a court little recognised in Scotland. These claims are now generally brought before the

sheriff. An appeal, as has been said, is allowed to the sheriff principal by either party, and thence to the court of session, and that without any surety for costs of appeal. The review allowed in England is very cheap and expeditious. That in Scotland is very costly, tedious, and often unsatisfactory. We greatly lament the want of stating cases to our Supreme Court, who cannot interfere in most statutory offences, unless where serious errors in form have been committed. Every county in Scotland, therefore, rejoices in its own law of road, public houses, game, and such statutory offences confided to the jurisdiction of the justices. A better mode of dealing with cases of paternity might safely and wisely be introduced into both countries.

(To be continued.)

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

EASTER EXAMINATION.

AN examination will be held in April next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's office of the Inn of Court to which he belongs, on or before Tuesday, the 23rd March next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the Bar, or whether he is merely desirous of passing the examination in Roman Civil Law under the above-mentioned rule.

The examination will commence on Tuesday, the 6th April next, and will be continued on the Wednesday and Thursday following.

It will take place in the Hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Tuesday morning, 6th April, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity. Wednesday morning, 7th April, at ten, on Common Law; in the afternoon, at two, on the Law of Real and Personal Property. Thursday morning, 8th April, at ten, on Jurisprudence, Civil and International Law, Public and Private, and the Roman Civil Law.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions.

The Examiner in Constitutional Law and Legal History will examine in the following books and subjects:—

1. Hallam's Middle Ages, chapter 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.

Candidates will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

The Examiner in Equity will examine in the following subjects:—

1. Trusts.
2. Fraud.

Candidates will be examined in the above-mentioned subjects.

The Examiner in the Law of Real and Personal Property will examine in the following subjects:—

1. The Feudal Law, as adopted in England, and the statutory changes in it.
2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.
3. Mortmain; Perpetuity or Remoteness; Conditions; Easements; Notice; Election and Satisfaction.

Candidates will be examined in the elements of the foregoing subjects.

The Examiner in Common Law will examine in the following subjects:—

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates will be examined on General and Elementary Principles of Law.

The Examiner in Jurisprudence, Civil and International Law, and Roman Civil Law, will examine in the following book and subject: The Institutes of Justinian, with Sandars' Notes and Introduction. Candidates will be examined in the above mentioned book and subject.

TRINITY EXAMINATION.

The examination by printed questions will be conducted in the following order:—

Monday and Tuesday, 10th and 11th May, at ten until one, and from two until five each day,

the examination of candidates for studentships in Jurisprudence and Roman Civil Law.

The examination of candidates for Honours and Pass Certificates will take place as follows:—

Wednesday morning, 12th May, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on equity. Thursday morning, 13th May, at ten, on Common Law; in the afternoon, at two, on the Law of Real and Personal Property. Friday morning, 14th May, at ten, on Jurisprudence, Civil and International Law, Public and Private, and the Roman Civil Law.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

Candidates for the studentships will be examined in the following subjects:

1. Institutes of Gaius and of Justinian.
2. Those portions of the Digest which illustrate or correspond with Justinian Institutes, Book II, titles i.—ix., inclusive.
3. History of Roman Law.
4. Principles of Jurisprudence, as developed by Bentham, Austin, and Maine.
5. Elements of International Law.
6. Elements of Private International Law.

Candidates for honours will be examined in those numbered 1, 3, and 5; candidates for a pass certificate in the Institutes of Justinian (Sandars' edition).

The Examiner in Constitutional Law and Legal History will examine in the following books and subjects:

1. Hallam's Middle Ages, chapter 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The Principal State Trials of the Stuart Period.

5. The concluding chapter of Blackstone on The Progress of the Laws of England.

Candidates for honours will be examined in all the above-mentioned books and subjects; candidates for a pass certificate only will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

The examiner in equity will examine in the following subjects:

1. Trusts.
2. Rights and Liabilities of Married Women.
3. Injunctions.
4. Satisfaction.
5. Mistake.

Candidates for honours will be examined in the above mentioned subjects, under heads 1, 3, 4, and 5; candidates for a pass certificate only, in those under heads 1 and 2.

The Examiner in the Law of Real and Personal Property will examine in the following subjects:

1. The Feudal Law, as adopted in England, and the Statutory Changes in it.
2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.
3. Mortmain; Perpetuity or Remoteness; Conditions; Easements; Notice; Election and Satisfaction.

Candidates for a pass certificate only will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The Examiners in Common Law will examine in the following subjects:

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates for a pass certificate only will be examined on general and elementary principles of law; and from candidates for honours the examiners will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

CANDIDATES AT THE RECENT FINAL EXAMINATION.—In the list published in our last issue, the name Robert Styring, is misspelt "Styning."

BANKRUPTCY LAW.

WHAT IS A SUFFICIENT PETITIONING CREDITOR'S DEBT.

IN a case of *Ex parte Birley, re Easdale*, heard by the Court of Bankruptcy in Ireland, at the end of last year, a question arose as to the sufficiency of the debt of the petitioning creditor. In giving judgment, Harrison, J., said:—The serious question, however, remains, which is stated in the notice of intention to show cause, founded on the non-compliance with the provisions of the 21st section of the Bankruptcy Act of 1872. The words of that section, as applicable to this objection, are as follows: "The debt of

the petitioning creditor must be a liquidated sum, and must not be a secured debt, unless the petitioner states in his petition that he will be ready to give up such security for the benefit of his creditors, in the event of the debtor being adjudicated a bankrupt; or unless the petitioner is willing to give an estimate of the value of his security, in which latter case he may be admitted as a petitioning creditor to the extent of the balance of the debt due to him after deducting the value so estimated; but he shall, on an application being made by the assignees or trustee, within the prescribed time after the date of adjudication, give up his security for the benefit of the creditors upon payment of such estimated value." The petition, after setting out the bill of exchange for £2000 as being the amount of the petitioner's debt, contains the following statement: "That your petitioners do not, nor doth any person or persons on their behalf, hold any security on the debtor's estate, or on any part thereof for the payment of the said sum, save a certain order or lien on certain goods of the bankrupt in the hands of Messrs. Watson, of New York, as further and collateral security for the said bills and others, which your petitioners waive as against the said bills, but without prejudice to their right to retain the said security against their other demands." Now, there can be no doubt that this statement does not comply in terms with the provisions of the statute, assuming that the debt in question was a secured debt, as the petitioners neither state that they will be ready to give up such security for the benefit of the creditors in the event of adjudication taking place, nor that they are willing to give an estimate of the value of such security, or give such estimate. Mr. Andrews, however, contended that the debt in question—viz., the £2000 bill—was not a secured debt, and that, even if it could be so considered, the petitioners, by waiving their security in their petition as against this debt, "without prejudice to their right to retain the said security as against their other demands," on that moment became unsecured creditors, and that, as this act of waiver was made before the adjudication was pronounced, it was sufficient. Now, as regards the first of these contentions, I am of opinion that the debt in question was a secured debt. The transfer by Lowry, Valentine, and Kirk of the lien on the balance of the proceeds of William Easdale's goods in the hands of Watson and Co. on the 16th May, and its acceptance by the petitioners, created a general security in favour of the petitioners, covering any debt due, or accruing due by William Easdale, including the amount of the bill in question. The transfer was so treated throughout by the petitioners, and by William Easdale himself, in their interviews in July; and the statements in the petition itself completely estop the petitioners, in my opinion, from any such contention as that the debt in said petition was not a secured debt. In the interpretation clause of the Act of 1872, "secured creditor" is defined to mean "a creditor holding any mortgage, charge, or lien on the debtor's estate, or any part thereof, as security for a debt due to him;" and in the present petition the petitioners allege that they hold no security on the debtor's estate, or on any part thereof, for the payment of said sum, save an order on Messrs. Watson and Co., of New York, referring to the order in question as further and collateral security for the said bills and others. How can the petitioners contend, after this statement, verified upon oath, that they were unsecured creditors, or that their debt was not a secured debt? Mr. Andrews, indeed, relied on the principle that the security must be upon the estate of the debtor, and not on that of a third person, citing Lindley on Partnership, vol. 2. p. 1219, and the cases there referred to. But the security here is upon the debtor's estate—viz., a security first given by the debtor to Lowry, Valentine, and Kirk, and by them transferred to the petitioners, and through-out their negotiations with Mr. Easdale, treated by both parties as a valid security against his estate. Assuming, then, that the debt was a secured debt, is the waiver by the petitioners, contained in the petition, of such security as against the bill of exchange in question, retaining their right to retain same against their other demands, a compliance with the provisions of the Act of Parliament? My opinion is that it is not, and that the non-compliance is so substantial that the adjudication, founded on such petition and the debt used to support it, is invalid, and the cause shown against it must be allowed. Mr. Andrews, in his argument on this branch of the case, relied upon the proposition laid down also in 2 Lindley on Partnership, 1219, "that a creditor who has a security not exclusively appropriated to a particular debt, may, on the bankruptcy of his debtor, appropriate that security to any debt which may be owing to him by the bankrupt." And probably a secured creditor, holding a general security unappropriated, would be held so entitled if he claimed so to prove, although

in a bankruptcy which occurred since the Act of 1872; but the present case is not one of proof in a bankruptcy by a secured creditor, but of a petition by a creditor, who, although secured, has neither stated in his petition his readiness to give same up for the benefit of the creditors, nor his willingness to value same, but, on the contrary, claims to retain it unvalued, as against his other demands, the particulars of which he does not set forth, nor does he give any estimate of the value of such security. It must be borne in mind, independently of the strong prohibitory words of the statute, that there are many claims which furnish good materials for proof which could not be relied upon as good debts to support a petition. For instance, the debt of a non-trader incurred before the Act of 1872 might be proved in his bankruptcy, although it would not constitute a good petitioning creditor's debt under sect. 22 of the Act of 1872. Again, under sect. 46, unliquidated damages, after being assessed by the court, may be proved in the bankruptcy, although such a demand could not constitute a good petitioning creditor's debt. Many other instances of the same nature might be mentioned, particularly the power of proving for debts not payable at the time of the bankruptcy, deducting rebate of interest, which is conferred by sect. 252 of the Act of 1857. And the case of *Ex parte Maurits* (L. Rep. 5 Ch. 779), cited in the argument, may be mentioned as illustrating a similar distinction between the preliminary steps which may be taken by a secured creditor in obtaining a debtor's summons, and the steps he must adopt if he eventually file a petition of bankruptcy founded on such summons, and as laying down the necessity for his complying with the statutory conditions in the latter case. "The Act," says Lord Justice James, in his judgment, "says that when a secured creditor presents a petition for adjudication he must state his willingness to give up his security, or have it valued. But it does not say that the preliminary steps under a debtor's summons can only be taken on that condition." In addition to the objection arising from the non-observance of the conditions prescribed by the statute to be observed by a secured creditor, in order to entitle him to obtain an adjudication upon a secured debt, it is clear, as was pointed out in the argument, that as the petitioners have not done so, the creditors are deprived of the right conferred upon them by the 21st section, of having the security given up by the petitioners for their benefit, upon payment of the estimated value within the time prescribed, which, by the 88th general order, is fixed at two months, while, by the effect of the 43rd general order, the petitioners, without any further step being taken by them, would be entitled to rank and receive a dividend upon the amount of the debt, which they have attempted to except from the operation of their security, retaining at the same time their security opposite a debt of unknown amount, and which the security might eventually more than discharge when realized. Consequences of a serious and injurious nature could be shown to result to the general creditors from such a practice, if sanctioned, and unfair advantages might accrue to the petitioning creditor. Proceedings to compel him to account, or a suit to redeem his security, might be rendered necessary, and delay and expense occasioned in the distribution of the estate; whereas, if the statutory course is adopted, the security can be forthwith redeemed, if it is considered prudent so to do, and realized for the benefit of the estate. It is not, however, necessary, in my opinion, that it should be shown that undue advantages should accrue to the petitioners, or that loss should result to the general estate, by pursuing the course taken in the present instance, it being sufficient to establish that the provisions of the statute have been departed from, and that the prescribed conditions requisite to found a valid adjudication have not been complied with in a substantial particular. It is to be observed that the terms of the section are in the negative, and amount to a prohibition against using a secured debt to ground a petition, unless one of the two conditions prescribed is followed. I must further observe, that the great difference of opinion which prevails between those who have advised the petitioners and Mr. Easdale, as to the value of the goods in question, furnishes a strong reason for requiring that the provisions of the 21st section should have been followed, and the petitioners obliged, in the first instance, before obtaining an adjudication, to estimate the value of the security, which the assignees might at once have redeemed. Upon the entire case, I am of opinion that the cause shown should be allowed, on the ground that the debt of the petitioning creditors is a secured debt, and that the petitioners have not stated in their petition that they will be ready to give up such security for the benefit of the creditors, in the event of the debtor being adjudicated a bankrupt, nor that they are willing to give an estimate of the value of their security, nor do they give such estimate; and that the petitioners do pay the costs of the motion, so far

as same are applicable to the ground above specified, but not including any other portion of such costs, and that the respective parties bear their own costs respectively, so far as same are applicable to the other grounds specified in the notice.

NOTES OF NEW DECISIONS.

BANKRUPTCY—PRINCIPAL AND SURETY—EFFECT OF RELEASE OF PRINCIPAL BY COMPOSITION—BANKRUPTCY ACT 1869 (32 & 33 VICT. C. 71), ss. 49, 50, 126.—The discharge of a debtor by the acceptance of a composition under the 126th section of the Bankruptcy Act 1869, is a discharge in bankruptcy by operation of law, and only releases the debtor himself, but does not release any person jointly bound with him. Therefore, where the acceptor of a bill filed a petition for liquidation of his affairs by arrangement, and the creditors duly passed resolutions accepting a composition from him, and the holder of the bill voted in favour of the composition: Held, that this did not operate to release the drawer of the bill. *Megrath v. Gray* (30 L. T. Rep. N. S. 16; L. Rep. 9 C. P. 216) followed. *Wilson v. Lloyd* (28 L. T. Rep. N. S. 331; L. Rep. 16 Eq. 60) overruled: (*Ex parte Jacobs*; *re Jacobs*, 31 L. T. Rep. N. S. 745. Chan.)

BANKRUPTCY—LIQUIDATION—PROVEABLE DEBT—JUDGMENT IN ACTION OF DETINUE—COMMON LAW PROCEDURE ACT 1854, s. 73; BANKRUPTCY ACT 1869, s. 126.—A judgment creditor in an action of detinue not having received the value of the goods, the property in the goods remains in him until execution has issued on the judgment. On the bankruptcy of the debtor before execution issued, the judgment creditor having the goods cannot prove for the value of the goods: (*Ex parte Scarth*; *re Scarth*, 31 L. T. Rep. N. S. 737. Chan.)

COURT OF BANKRUPTCY.

Monday, Feb. 8.

(Before Mr. Registrar HAZLITT, sitting as Chief Judge.)

Re WILLIAM PEARSON.

Receivers—Two appointments—Costs—Taxation. THIS application to review a taxation raised a question of some importance to receivers. It would appear that on the 7th Aug. 1873, the debtor filed a petition in liquidation, and on the 14th a receiver was appointed. On the 13th of the same month a petition in bankruptcy was presented against the debtor, and on the 20th another receiver was appointed under that petition. At a meeting of creditors, held under the liquidation proceedings, on the 18th of the same month, the petitioning creditor was appointed trustee, and the petition for adjudication then fell to the ground. The receiver in liquidation took possession on the 14th Aug. of the business premises of the debtor in Old Change, and of his private residence at Peckham, and remained in possession until the 20th October. The receiver in bankruptcy also went into possession at Old Change upon his appointment, and retained possession until the 29th Sept. Both receivers afterwards carried in their bills for taxation, the one claiming £61 0s. 1d., and the other £31 3s. 5d., constituting a total charge by the two of £92 3s. 6d. Upon the bills being brought before the taxing master he refused to treat them as other than one bill, and taxed them accordingly. The master, in his certificate, stated that in his opinion the appointment of two receivers was utterly unnecessary, and he pointed out that the fact of one receiver having already been appointed had not been mentioned to the court when application was made for the second appointment; and he declined, without the authority of the court, to allow more than one set of costs, which he divided between the two receivers.

Bastard, in support of the application, contended that the master, in exercising the discretion upon which he proceeded, acted altogether *ultra vires*, and that he had no authority whatever to go behind the orders appointing the two receivers.

His Honour held, however, that the decision of the master was not only sound in principle, but warrantable in practice. The amount in question might be small in comparison with the daily spoliation of estates by the charges of professional receivers and professional trustees, but the principle was the same. As to the second order, the solicitor was under the impression that the circumstance of an existing receiver had been brought to the notice of the Registrar who made the second order, but his Honour found, upon inquiry, that this was a misapprehension; on the contrary, the affidavit in support of the application proceeded expressly upon the ground that the debtor (a publican) was about to dispose of his business to his late barmaid, and that a notice was posted on the premises, then closed, that the business would be opened by her in a few days. What the personal services of the receivers in

this case might have been the registrar could not say, but where as so frequently happened, the same accountant was receiver or trustee under a dozen, or a score, or even more, different estates, his capacity for personal service in each case must be of very extraordinary ubiquitous power. The application must be refused with costs.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Q.C., Judge.)

Jan. 12 and 26.

Ex parte HALIFAX JOINT STOCK BANKING COMPANY; *Re* F. AND E. GREENOUGH.

Consideration of what circumstance is sufficient to bring case within Ex parte Waring (19 Ves. 345.)

If circumstances sufficient the bill holders may assert their right to the application of the rule by proceeding under 72nd section of B. A. 1869: (City Bank v. Luckie, L. Rep. 5 Ch. App. 733). Watson (Watson and Dickins) for motion.

Atkinson (instructed by Gardiner) opposed.

His HONOUR.—This is an application on behalf of the Halifax Joint Stock Banking Company by John Fisher, their registered public officer, for an order directing that Charles James Buckley, the trustee under the liquidation proceedings of Frank Greenough and Edwin Greenough, of Union-street, Bradford, woolstaplers, do forthwith deliver up to the said John Fisher, as such registered public officer, a certain bill of exchange for £349 9s., dated 9th May 1874, drawn by the said debtors, F. and E. Greenough, upon and accepted by W. Parkyns and Sons, and payable at three months after date, if now in the possession of the said C. J. Buckley as such trustee, or directing that he should account for and pay over to the said John Fisher the proceeds and amount thereof, or such part thereof as may have been received by him; or that it may be declared that the said acceptance, or the proceeds are securities for indemnifying the said debtors, and the said C. J. Buckley as trustee, against the payment of certain bills of exchange for £596 1s. 6d. and £923 16s. respectively, drawn by Lister Greenough upon and accepted by the said debtors, in the name of their firm. And that the Halifax Joint Stock Banking Company, as the holders of the said bills, are entitled to the benefit of such security, and to have the same applied in or towards payment of the said bills of exchange, without prejudice to their right to rank on the estate of the said debtors, for the balance or residue (if any) of the said bills of exchange which might remain due to them after realising the said security and applying the proceeds thereof towards satisfaction of the amount due to them in respect of the said bills of exchange. And for an order directing the taxation and payment of the costs of this application as the court should think right. The claim of the banking company to the order asked for rests upon the application of the now familiar principle established by Lord Eldon in the case of *Ex parte Waring* (19 Ves. 344), and the question I have to consider is whether, upon the facts as I consider them to be established by the evidence, this case is brought within the operation of that principle. The circumstances out of which the two bills for £596 1s. 6d. and £923 16s. (of which the banking company are the holders) arose are as follows: Lister Greenough (the drawer), who was a wool top maker carrying on business in Bradford, had for some time previously to filing his petition for liquidation (29th April 1874), delivered wool and wool tops to the acceptors, the debtors, who were his brothers, and carried on business in Bradford as woolstaplers, under the name of F. and E. Greenough, against which Lister Greenough drew bills on the debtors, which they accepted. Upon what terms these goods were so delivered by Sir W. Greenough, and in what character they were received and dealt with by the debtors, is a matter in dispute between them, and the evidence of Lister Greenough and Frank Greenough (who seems throughout these transactions to have acted solely on behalf of the firm of E. and G. Greenough), whose affidavits are on the file, and who have also been examined *viva voce* before me, is irreconcilably conflicting. The contention of Lister Greenough is that the goods were consigned to the debtor for sale on commission as his factors. The contention of the debtor is that they merely gave their acceptances by way of loan, and received and held the goods as security, with a right to sell them on their own terms, agreeing with Lister Greenough upon a price at which the goods should be invoiced to them as purchasers, taking care that the price should be such as would leave them a profit, but with which, were it much or little, Lister Greenough had nothing to do. The books of both parties have been produced and examined on the hearing of this application, and those of Lister Greenough do not contain any reference to commission, but treat the transactions as sales and purchases. The debtor's

books also treat the transactions as sales and purchases, but the evidence also shows that when sales are made by the debtors communications are had with Lister Greenough as to the price at which the goods were to be invoiced to them, and he generally knew the prices at which they had been resold. From the contradiction in the evidence of the parties, and the loose manner in which the books have been kept, and the business has been conducted between them, I have great difficulty in arriving at the fact of what was the real relationship between the parties, whether that of principal and factor, or mortgagor and mortgagee, or vendor and purchaser; but from the course of dealing between the parties, I should be disposed to consider that it was not the relationship of principal and factor, but that of mortgagor and mortgagee. Afterwards converted into that of vendor and purchaser, with a right on the part of the vendor to have the proceeds of the specific goods when sold applied in payment of the acceptances, so as to relieve the vendor from his liability as drawer. That course of dealing was pursued between the parties up to the last transaction out of which the two acceptances now held by the bank, and the acceptances for £449 9s. (the subject of this motion) arose. But the evidence discloses special circumstances as to the sale of the wool, the consideration of that acceptance, which in my judgment are sufficient to enable me to dispose of this application without deciding the question what was the relationship between the parties in their general dealings. It appeared that in the month of January and March 1874, Lister Greenough delivered to the debtor certain wool and wool tops, against which he drew, and they accepted the bills for £596 1s. 6d. and £923 16s., now held by the banking company, the former appearing to have been drawn and accepted against the goods delivered in January, the latter against those delivered in March. On the 30th March Lister Greenough drew, and Frank Greenough in the name of his firm accepted, a bill for £587 3s. without value, which Frank Greenough gave to Lister to get discounted for cash, which was to be handed over to Frank. Lister took the bill with others to the banking company, but they placed the amount with the other security to the credit of his account, treating the bill as having been given for value, and not knowing the contrary. On the 31st March Lister Greenough signed and delivered to F. and E. Greenough an authority to them to sell a large quantity of the wool delivered on the 19th March, and against which the acceptance for £923 16s. had been given. The authority is in these words: "It is with my knowledge and consent that F. and E. Greenough consign to John Cass seventeen sheets of 36 matching, number and weights below. The number and weights are then stated. Under the authority thus given, these wools were sold by F. and E. Greenough to Cass for £688 13s., which sum Frank Greenough received and immediately paid over to a sharebroker in Bradford, to whom his firm was largely indebted in respect of share dealing. The goods were sold to Cass at 1s. 6d., having been treated as the original deposit on the 19th March as of the value of 1s. 9d. per pound. From the accounts on the file of proceedings of each of these debtors it would appear that each was then hopelessly insolvent. From the accounts filed with Lister Greenough's petition on the 29th April 1874, it appears that his debts amounted to £31,029 9s. 7d., and his assets to £4504 5s. 6d. From the accounts filed under F. and E. Greenough's petition on the 9th May 1874, it appears that their debts amounted to £6673 11s., their assets £796 10s. 4d., of which the acceptance for £349 9s., the subject of the present application formed part. Thus the property sold to Cass was by the mutual consent of both these insolvents, sacrificed to meet a liability upon a share dealing transaction of F. and E. Greenough, which cannot be described as a legitimate transaction in their business of woolstaplers, but is mere gambling, which, however, as the law stands, is not illegal. Whether that payment was or was not a fraudulent preference does not appear. After this transaction with Cass, there remained in the hands of F. and E. Greenough, a portion of the goods deposited in Jan. 1874, against which the bill for £596 1s. 6d. had been drawn and accepted. This bill was coming due on 19th May, and Lister Greenough was anxious that it should be met, and some conversation took place between him and Frank Greenough upon the subject, Lister giving his consent to their debtors selling, and Frank promising that the proceeds should be applied to meet the bill. When Lister Greenough filed his petition for liquidation on the 29th April last, the goods were not sold, they were then in the possession of F. and E. Greenough, but were then the property of Lister Greenough, subject to the right of F. and E. Greenough to sell them, charged with the duty of applying the proceeds to the relief of Lister Greenough's liability as drawer of the bill for £596 1s. 6d. On the 9th

May, and before the appointment of a trustee under Lister Greenough's liquidation (such appointment not being made till the 20th May), F. and E. Greenough sold the remaining wool to W. Parkyns and Sons for £349 9s., and obtained their acceptance of their draft for that amount, and on the same 9th May Frank Greenough took this bill to the Bradford Banking Company, with the intention, as he states, of having it applied towards meeting the bill for £596 1s. 6d., according to his arrangement with Lister Greenough, but the manager of the bank having ascertained by inquiry of Frank Greenough that his firm was insolvent, declined to receive the bill, and advised him at once to file a petition for liquidation, and hand the bill to the trustee to be dealt with, I presume, as the law would direct. This advice was followed, and on the 11th May F. and E. Greenough filed their petition for liquidation, and the bill was handed to the trustee, and he received the amount from the acceptor when the bill arrived at maturity. The Halifax Banking Company discounted all the bills they held upon the faith of a representation made to Fisher, then manager, by Lister Greenough, that they were acceptances against goods consigned to F. and E. Greenough for sale on commission, and Fisher states that he afterwards informed Frank Greenough of the representation that had been made by Lister, and that Frank confirmed it. This Frank denies, so far as it relates to the goods being consigned to his firm for sale on commission; but he admits that he told Fisher that he did not accept bills of exchange drawn by Lister Greenough, unless he had previously received wool or woolsops from him to cover the amount thereof. That statement appears to me to involve, inferentially at least, the admission of a liability to apply, according to commercial usage, the proceeds of the goods sent as cover for the acceptances to the payment thereof when due so as to relieve the drawer's liability. But without resting my decision on this ground of any special contract with the banking company, I think the special facts relating to the wool sold to Parkyns, for which the acceptance, the subject of this application, was given, show that this wool, when sold, was the property of Lister Greenough, and that the proceeds in the hands of F. and E. Greenough were subject to a specific trust that they should be applied in relief of Lister's liability as drawn of the bill for £586 1s. 6d., and this equity having become incapable of being administered between the two estates by reason of the insolvency of both sets of debtors, the rule of *Ex parte Waring* (19 Ves. 345) is applicable, and must be applied in favour of the Halifax Banking Company, who are holders for value and in good faith of the bills to which the equity would apply, and they are entitled to assert that right by this application: (*City Bank v. Luckie, L. Rep. 5 Ch. App. 773*). The order therefore will be that, it appearing that the said Charles James Buckley has received the amount of the said acceptance from the acceptors, do forthwith pay to the said John Fisher, as the registered public officer of the Halifax Joint Stock Banking Company, the said sum of £349 9s., the amount so received, together with the costs of this application, to be taxed by the registrar. And that the said C. J. Buckley be entitled to recoup himself the costs so ordered to be paid, and also retain his own costs of this application, out of the estate of the said F. and E. Greenough, of which he is trustee.

COUNTY COURTS.

YORK COUNTY COURT.

(Before E. R. TURNER, Esq., Judge.)

Tuesday, Jan. 5, 1875.

HARRISON v. THE GREAT NORTHERN RAILWAY COMPANY.

Unpunctuality of trains — Passengers' contract with railway companies.

In this case the plaintiff, a solicitor, residing at New Malton, sued the Great Northern Railway Company for £1 expenses, incurred by the plaintiff through the want of punctuality of the defendants in running a certain train into the city of York, on the 16th Sept. of last year. On the 16th Sept. the plaintiff visited Doncaster for the purpose of attending the races, that being the day on which the St. Leger was run. At 22 minutes past 4 o'clock, in the ordinary way and without any express stipulation, he took a ticket for York, intending to leave Doncaster by the ordinary express train, which, leaving King's Cross at 3 o'clock, p.m., arrives at Doncaster at 6.41 p.m. and is timed to leave that station at 6.44 p.m., and to reach York at 7.40 p.m. In order to get to Malton the plaintiff would have to book again and proceed to his destination by the North-Eastern Company's line. The last train on the day in question left York for Malton at 8 p.m. The working of the 3 o'clock ordinary express

out from London appeared to be fair until it neared Doncaster, when, owing to its being met with continuous adverse signals, it was kept outside the station at about 150 yards from the platform for about forty minutes. It was also detained in the station itself by the pressure of traffic for about twenty minutes longer. In order to accommodate the increased traffic caused by the St. Leger, trains were started after 4 o'clock p.m. at intervals of about two minutes from the various sidings as well as from the platforms of the station. In this way, between 5.45 p.m. and 6.45 p.m., 66 trains left the station, and between 4.0 p.m. and 6.40 p.m., 134 trains passed over a portion of the line upon which the 6.44 train would have to travel. Nearly 59,000 persons were in this way conveyed from the station after four o'clock, the greater number of whom had left before 6.40 p.m. The traffic was stated by the railway officials to have been greater than they had known it on the St. Leger day for some years. In order to provide for the increase of traffic on the line at this station on the St. Leger day, the ordinary staff of officials at this station had been increased by thirteen inspectors, fifty porters, and thirty policemen, while the general manager, the traffic manager, with the superintendent and assistant superintendent of the line, and others of the company's superior officers, were on the spot to direct and control the traffic. A shower of rain, which fell soon after the St. Leger had been run, greatly increased the difficulties of the occasion, numbers of people hastening to the station earlier than they otherwise would have done, and these persons, by crowding the platforms, yards, and sidings, greatly impeded the loading and departure of the trains. In addition to the ordinary and general time-table for the month, and in order to map out and time the departure of the unusual number of trains from Doncaster after four o'clock on this day, the company had published a special time-table (which they put in evidence), 600 copies of which had been posted at the racecourse, at the hotels, and restaurants, at conspicuous points of the station and its approaches, and every official connected with the line had been furnished with a copy. This time-table not only denoted the times and order of the departure of the trains, but also the several platforms and sidings from which such train departed, while placards were freely posted about the station directing the public to these places. The special time-table, although it professed to time the departure of the trains, and stated the several stations for which the trains were destined, did not name any time for their arrival at such stations. Under these circumstances, the ordinary 6.44 p.m. train did not leave Doncaster until 7.55 p.m., and owing to the blocked condition of the line between Doncaster and York some further loss of time was incurred, and the plaintiff, who travelled by this train, did not reach York until 9.15 p.m., instead of 7.40 p.m. The last train by the North-Eastern for Malton had left York about an hour before, and the plaintiff, with some other persons, was detained in the former place all night. The special time-table above referred to represented a special express train as leaving Doncaster for York from the down platform at 6.30 p.m., and this train actually left that place at 6.45 p.m. Another train for York left a portion of the station described as "the locomotive sidings," under the clock, at 7 p.m. The plaintiff might have availed himself of either of these trains for the purpose of reaching York. The 6.30 p.m. train travelled to York by a somewhat different route from that pursued by the 6.44 p.m. train, and was intended to relieve the traffic of the latter train. It was stated by the company's witnesses, officials of experience, that every possible exertion had been made by the company's servants to forward the 6.44 p.m. express, but that it was impossible to have despatched it from Doncaster earlier without danger.

The company's general and ordinary time-table contained the following conditions:—

The hours or times stated in the following table are appointed as those at which it is intended, so far as circumstances will permit, that the trains of this company, and of other railway companies in connection with it, shall meet, start, arrive at, and depart from each station mentioned respectively, and every exertion will be used to attain punctual observance of the times so appointed, although this company and the other companies concerned do not engage or guarantee punctuality.

But such times are so appointed subject to such alteration or change therein, day by day, as this or any other company concerned may, without notice, consider it proper to make; and this company and the other companies concerned, retain the right to make any alteration or change in the times of the trains, and to expedite or delay the meeting, despatch, arrival or departure of, or to stop any of or all the trains, whenever and wherever, and as long as this or any one or more of the companies concerned, may consider it proper so to do, without being responsible to any passenger, or person travelling, or intending, or desiring, to travel thereby, for such change of times or delays of the trains, or the consequences thereof, of any kind, to any person whatever.

"And as it is only for the greater convenience of passengers that they are "booked," and tickets are issued to them by this company, to enable them to meet, and to be carried on by the trains, and to travel over the railways of other companies, and are in like manner "booked" by, and obtain tickets from other companies, to enable them to meet, and be carried on by the trains of, and to travel over this railway, neither this company nor any other company concerned, is, or will be responsible, for the trains mentioned in this table not starting, arriving, meeting, or being despatched at any particular time, nor for the consequences of any kind resulting from delay or detention thereby, which may or shall occur to a passenger or passengers, or any person whatever.

And passengers and the public are hereby cautioned that tickets, to enable a person to travel by any train or trains of this railway, and of railways in connection with it, are issued only upon, and subject to, the conditions in this notice stated.

This time-table the plaintiff, who appeared in person, put in evidence.

It was contended by the plaintiff that defendants, in not starting and running the 6.44 train, as announced in the time-table, had broken their contract with him, and, resting his case principally on the authority of a recent decision of the learned judge of the Manchester County Court, in *Becker v. The London and North-Western Railway Company* (18 S. J. 508), contended that the increased traffic did not relieve them from their liability.

Harmsworth, barrister, for the company, submitted the following points: That there was no contract on the part of the defendants to carry the plaintiff by the 6.44 p.m. or any other train. That the contract was to convey the plaintiff from Doncaster to York within a reasonable time. What was reasonable time depended entirely upon circumstances, and the first duty of a railway company was to carry safely, and they were justified in incurring delay when necessary to insure it: (*Great Northern Railway Company v. Taylor*, 35 L. J. C. P. 210). That the plaintiff was bound by the conditions contained in the defendants' time table. That the evidence showed that the delay, however great, was unavoidable; that every exertion had been used to insure punctuality, but that to have pushed on the 6.44 train earlier would have been dangerous. That the plaintiff had himself contributed to the inconvenience he had suffered, that he might have taken the 6.30 special train, which actually left within a minute of the time announced for the 6.44 p.m. train, and that there was no contract to carry the plaintiff by any particular route. That the special time table which, by the conditions contained in the general time table, and with which it was incorporated, the defendants were empowered to issue, was binding on the plaintiff; there was no time announced for the arrival of trains at their destination; that, so far from determining in this way what time was reasonable for the performance of the various journeys, they had plainly indicated, by refraining to do so, that no time could be fixed. That justice plainly demanded that on such occasions as the St. Leger the inconvenience incidental to the day, and inseparable from the occasion, should not be wholly thrown upon the carriers, who had done their part to accommodate the public. Among other authorities, the learned counsel cited, as supporting his views, *Hurst v. The Great Western Railway Company* (19 C. B., N. S., 310; 34 L. J., C. B., 264); *Russell v. Great Western Railway Company* (18 S. J. 508); *Zuns v. The South-Eastern Railway Company* (38 L. J. 209), and distinguished the recently decided cases in the Reading and Bloomsbury County Courts: (*Becke v. The Great Western Railway Company*, 18 S. J. 972, and *Le Branch v. The London and North-Western Railway Company*, 8 L. T., No. 1655, p. 117). The case of *Becker v. The London and North-Western Railway Company* (sup.) was, he submitted, a decision in his favour, for what the learned judge had insisted should have been done in that case, viz., the publication of a special time-table for the occasion, had in this case been performed by the defendants.

His Honour said:—Without on the present occasion determining the effect upon the contract between the parties in this case by the publication of the special time-table, I am fully of opinion that the company, by preferring the various special trains provided for the races to the ordinary traffic as represented by the 6.44 express, and which caused the delay to that train, had been guilty of negligence. It was no answer to say that the pressure of the traffic rendered such delay unavoidable, for if the company, for the purposes of gain, collected the persons there who occasioned the pressure, they were clearly liable for the consequences. The plaintiff was, no doubt, bound by the company's conditions; but the evidence showed that the defendants had not used "every exertion," to use the language of those conditions, "to ensure punctuality," and if the case rested there he should have been compelled to find for the plaintiff; but there was the other point submitted on behalf of the defendants. He was quite of opinion that the ordinary contract of passengers with the railway company was not

for any particular train, but was a contract to carry the passenger to his destination by the class of train for which he had paid within a reasonable time from taking his ticket. The plaintiff in this case, however he might have preferred the 6.44 p.m. ordinary express, had no right to insist upon travelling by that train and that train only. The company had provided an express train, which left Doncaster at 6.45 p.m., by which the plaintiff might have travelled; due publicity had been given to the departure of this train; and by not availing himself of this means of conveyance the plaintiff had brought upon himself the loss and inconvenience he had suffered. The judgment must, therefore, be for the defendants with costs.

Solicitors for the company, *Johnson, Farquhar, and Leech*.

LEGAL NEWS.

THE *Daily News* is informed that the Lord Chancellor has intimated that it is not his intention to create any new Queen's Counsel at present.

MR. GARTH, Q.C.—This gentleman has accepted the Chief Justiceship of Bengal, in the place of Sir R. Crouch. The salary is understood to be £7500.

CHANCERY COSTS.—A new regulation has been made that no solicitor in suits in Chancery is to be paid money on account until the taxation of bills.

Dr. E. M. GRACE, the well-known cricketer, has been elected coroner for West Gloucestershire, without opposition, on the nomination of the Duke of Beaufort.

THE BARODA COMMISSION.—The *Times* states that it is finally settled that the Baroda Commission shall consist of Chief Justice Couch, Scindia, the Maharajah of Jeypore, Mr. Nevill, and Sir Dinkur Rao. The commission is to meet on the 23rd February. The report that the Government recognises the legitimacy of Luxmee Bacc's child is unfounded.

MR. JUSTICE HONTMAN has now definitely resigned his seat in the Court of Common Pleas, owing to ill-health. Sir George was called to the Bar at the Middle Temple in 1849, and went the Home Circuit. He was made a Q.C. and Bench of his Inn in 1866. The learned judge's judicial career has been a particularly short one, he having only been appointed in the early part of 1873, upon the retirement of Mr. Justice Byles.

At the Hull Police Court, the case of the Inland Revenue authorities against Stanning, was brought before the stipendiary magistrate. Defendant was a chemist, and had been selling a tonic which contained 67 per cent. of spirit. The solicitor to the Chemists' Association contended that it was a medicine, whilst the Excise looked upon it as an intoxicating beverage. His worship respited judgment for six months.

THE NEW JUDGE.—On Saturday morning Mr. Justice Field was sworn in before the Lord Chancellor, in his Lordship's private room in the House of Lords, as one of the judges of the Court of Queen's Bench (having previously been made a serjeant-at-law). Mr. Justice Archibald also took the oath on being transferred from the Court of Queen's Bench to the Court of Common Pleas, in the place of the Right Hon. Sir H. S. Keating (resigned).

THE RIGHT TO THROW BOUQUETS TO ACTRESSES.—The *Liverpool Post* states that an action involving the question of the right to throw bouquets to actresses is about to be brought against the manager of a Liverpool theatre. An elderly gentleman almost nightly for some time took his place in the stalls, prepared with bouquets, and threw them with great regularity to certain actresses at certain points of the performance, sometimes rising on their acceptance of the nosegays and acknowledging the honour by profound obeisances. The manager at length interfered, and legal proceedings are threatened.

UNDEFENDED DIVORCE CAUSES.—Mr. Pritchard applied to the court for permission to have certain undefended causes set down for hearing after the motions on Tuesday last, on the ground that the witnesses had been telegraphed for in the belief that the cases would be in that day's list. His Lordship refused the application. He had already protested, he said, against such appeals being made to his good nature, and he was resolved not to yield to them. He had tried to take on Tuesday undefended cases in addition to the matters which he had to dispose of on motion, but he had found that the labour involved in the task almost unfitted him for the due discharge of his duties. In the present instance there was no pretence for bringing the witnesses up to London, two of the cases, at least, being eighth or tenth on the list, and when the costs came to be taxed it ought to be borne in mind that in bringing witnesses to town without any reasonable assurance that the causes could be tried, the attorneys having the conduct of them put their clients to most unjustifiable expense.

LORD OVERSTONE was sued at Northampton by the town authorities for a sum of £17, the expenses incurred by the Town Fire Brigade in extinguishing a fire on his estate, and which amount he refused to pay. Judgment was given for the amount claimed and costs.

WOMEN JUSTICES OF THE PEACE.—A majority of the judges of the Supreme Court have replied to inquiries of the Governor of Maine, that in their opinion, under the constitution and laws of this state, women are ineligible to the office of justice of the peace. It will be remembered that the judges of Massachusetts reached the same conclusion some years since on a similar question. And yet we venture to say that the average of virtue and consequent happiness is now as high in that state as ever it was before the publication, through the instrumentality of a miserable judicial construction, of this latest badge of inferiority and servitude. And, by the way, we wonder how much the annual amount received as fees by justices of the peace exceeds the aggregate of sums paid for their commissions and qualification.

THE following circular has, we understand, been largely distributed among members of the Bar as well in the provinces as in London: "5, Crown Office-row, Temple, Feb. 1875. Dear Sir—A society for the promotion of salutary reforms in connection with the Legal Profession has been established, and in the last session of Parliament achieved considerable success. The society aims at bringing about an amicable settlement of the questions respecting the rights and privileges of the Bar and of the solicitors which have long agitated the Profession. The society also aims at the infusion of a representative element into the governing bodies of the Bar. Amongst other subjects which engage the attention of the society may be mentioned the definition and amendment of the rules of etiquette, their uncertainty and harshness affecting injuriously the interests of the public and of the Profession. May we be permitted to add your name to our constantly increasing roll of members?—Your faithful servants, WM. THOMAS CHARLEY (Chairman), CHAS. FORD (Hon. Sec.)"

THE IRISH JUDICIAL BENCH.—"A Dublin Solicitor" writes to the *Times* respecting a statement made at the recent meeting of the Irish Bar, that the business of the Landed Estates Court could not be efficiently discharged by a single judge. Dr. Battersby is reported to have said that although the judge had no arrears in his list, still the arrears in the preliminary stages of the proceedings were so great that an estate could not now be sold (no matter how simple was the title) in less than two years, and that every estate, as a rule, remained a great deal longer. The "Dublin Solicitor" has examined the files of the court, and has selected at random twenty-five estates which have been sold in the Landed Estates Court during the last year. He gives a table which shows that, so far from these estates, at all events, having taken two years to sell, they were not only sold, but the proceeds of them were allocated and distributed within periods ranging from five months to twenty months from the date of the filing of the petition. Indeed, the writer says, any solicitor who practises in the Landed Estates Court can testify that the wheels of the court are revolving just as rapidly now as they ever did. If the number of final schedules heard in each year since 1870 is compared, it will be found that Judge Flanagan has, since the death of his late colleague in 1872, wound-up just as many estates in each year as used to be wound-up annually by the two judges together.

THE SALARIES OF THE METROPOLITAN MAGISTRATES.—The Hon. G. C. Norton, in a letter to the *Times*, again calls attention to the salaries of the metropolitan magistrates. Ninety-nine men out of a hundred, he says, suppose that, immediately after Mr. Secretary Cross's declaration in the House of Commons last year about the metropolitan magistrates, steps were taken to redress an admitted wrong. It was not so. The wrong was admitted by the Minister, but it has not yet been put right. Mr. Norton does not blame Mr. Cross, who, he is sure, will see justice done, nor does he blame Sir Stafford Northcote if he has been disinclined to part with a sixpence which he could decently retain, as long as he did not feel secure of his financial surplus, but, happily, this obstacle, if it was one, no longer exists. It is not necessary in order to "put this wrong to rights" to undertake a revision of the judicial salaries generally. "The strain," Mr. Norton says, "is less severely felt by a man with £5000 a year than by one with £1200. Even in his great position, a judge of the land can live upon his salary; a magistrate cannot. I do not believe that the firm souls of the Lord Chief Justice and of my old and dear friend the Chief Baron (who has always gone heart and soul with me upon this matter) are ever seriously disquieted by a rise in the price of mutton, or by the vagaries of the coal market. With my old colleagues it is otherwise." If there is any difficulty about the money, Mr. Norton reminds Sir Stafford North-

cote "of a little hidden pocket into which the right honourable gentleman can put his hand and take from it twice the sum which is sufficient to repair this grievous wrong. A few months back there died, at a great age, a reverend gentleman, the nephew of a Chancellor long since deceased. By his death an annuity fell in, which will in amount give the London magistrates what they deserve and leave a handsome surplus over." It is not in the interest of the public, Mr. Norton contends, that the salaries of the magistrates should remain the same, while the fees of barristers practising in criminal courts have so largely increased. A gentleman who would have been earning by his practice £500 or £600 a year thirty years ago can realise three or four times that sum now. The magistrate, who has to occupy the chair, and who is supposed to rule the debate, remains the permanent pauper of our judicial system. If we wish to maintain a continuous series of men proper to fill the post, we must pay them a fair, though still a modest salary.

THE PROFESSION.—Our English contemporaries (says the *American Law Review*) have for some time been filled with editorials, communications, essays, and letters, on the breaches of professional etiquette, the admixture of the two branches of the Profession, the assumptions of uncertificated and unlicensed persons to meddle with practice, the noxious system of "touting," or advertising for clients, and a new habit known as "devilling," which, being interpreted, means the taking of briefs and instructions in a large number of cases, and then handing over the briefs (probably minus most of the instruction and all of the fee) to juniors, in a way that makes the condition of the English Bar a sad one for the distant and unprejudiced observer to contemplate. Some of the "inflexible rules of etiquette" are certainly novel on this side of the water. For example: In the Court of Common Pleas a learned counsel moved to set aside a nonsuit in a case tried at the last Manchester assizes, when the following conversation is stated by the *Manchester Guardian* to have occurred: Mr. Justice Brett—Were you instructed at the trial? Counsel—No, my lord; I am not upon that circuit. I am independently instructed. Lord Coleridge—How is that? Counsel said that plaintiff had changed his attorney, and that might account for it. Their Lordships having consulted, Lord Coleridge asked if the inflexible rule of the Profession had been altered, that when a gentleman was instructed at the trial, he, and he alone, without a breach of professional etiquette, could move the court.

LANCASHIRE SPRING ASSIZES.—The commissions for holding these assizes will be opened at Lancaster on Monday, 8th March, at Manchester on Friday, 12th March, and at Liverpool on Wednesday, 24th March. Causes for trial at Manchester can be entered provisionally at the office of the District Prothonotary and Deputy Associate, 57, King-street, Manchester, on Monday, 8th March, and daily thereafter until Thursday, 11th March, inclusive, during office hours. Causes for trial at Liverpool can be entered provisionally at the office of the Prothonotary and Associate, 13, Harrington-street, Liverpool, on Friday, 19th March, and daily thereafter until Tuesday, 23rd March, inclusive, during office hours. The entry of causes at Lancaster will commence immediately after the opening of the commission on Monday, 8th March, and will close at nine o'clock on the following morning. The entry of causes at Manchester and Liverpool respectively will commence at the Assize Courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock on the evening of the commission day. The court will sit at Manchester on Saturday, the 13th March, at eleven o'clock in the forenoon, and at Liverpool on Thursday, 25th March, at the same hour. The trial of special jury causes will commence at Manchester on Wednesday, 17th March, at ten o'clock in the forenoon, and at Liverpool on Monday, 23rd March, at the same hour, unless the court shall otherwise order. A list of causes for trial at Manchester and Liverpool respectively each day (except the first) will be exhibited in the corridor of the court and in the library.

THE JUROR AND HIS EDUCATION.—An American contemporary observes: The acumen of the Philadelphia Bar has long been proverbial, and seems at last to have reached such a pitch that it has become necessary to educate the juries before whom they practise, so that they may be able to follow them. A manual has accordingly been prepared which is a curiosity in legal literature, if we may judge from the following advertisement which we find in the *Legal Gazette*.—"The Juror: being a Guide to Citizens summoned to served as Jurors. Containing information as to the manner of drawing and selecting jurors; their rights, privileges, liabilities, and duties; reasons for exemption from service, and mode of arriving at and rendering verdicts. By Andrew Jackson Reilly, officer of the District Court for the City and County of Philadelphia. Revised by E.

Cooper Shapley, Esq., of the Philadelphia Bar, and secretary of the Board for Selecting and Drawing jurors for the City of Philadelphia. Philadelphia: John Campbell and Son, law booksellers and publishers, 740, Sanson-street. 1873. In connection with the Juror it is proposed to have an appendix containing a directory of the principal practising attorneys of the State of Pennsylvania, as information needed by jurors when favourably impressed with the learning, skill, or eloquence of those before them." We take peculiar pleasure in the proposed appendix, and look forward to the time when every advocate, as he rises to address the jury, will observe each intelligent and highly educated jurymen turn to the proper page in the manual and read the history of his life while he follows his argument, and will feel that the favourable impression produced by his "learning, skill, or eloquence" will not be suffered unduly to affect the minds of a panel, who observe that he "has always enjoyed a great reputation for skill in handling juries."

AN AMERICAN'S VIEW OF THEIR BANKRUPTCY LAWS.—The views which we expressed in the last number of the *Review* in reference to the policy of the amendments to this Act made at the last session of Congress, have only been confirmed by what we have seen of its working since. As the law stands to-day, we have no system which can be relied on to secure the equal distribution of a bankrupt's assets among his creditors. The state insolvent laws are suspended, and there is no efficient substitute. The result is that preferences are the rule; and, instead of an equal division, we have the scramble for the lion's share of the plunder, which it is one object of bankrupt legislation to prevent. The effect of all the cunningly devised protections to fraud with which the amendments were filled has been nicely calculated by the business community, and rogues prosper at the expense of honest men. We do not hesitate to say that it would be better to repeal the law altogether than to retain it in its present shape. We regret to find that this opinion is not shared by some of our contemporaries, as, for example, the *Chicago Legal News*, which remarks with evident gratification, "It would be almost as much of a task to restore the old order of things in bankruptcy as it would to restore the Fugitive Slave Law." The *News* is hostile to the old system, because "it treated every man who was in embarrassed circumstances as a scoundrel, and gave an honest debtor no chance to turn himself," and because "it has been the ruin of thousands of honest men, who, if they had had the forty days allowed by the present law, would have been able to save themselves from bankruptcy." In reply to these arguments, we can only call the attention of the *News* to two facts, tolerably familiar to business men: first, that the creditors of an honest debtor, in ninety-nine cases out of a hundred, are even more anxious to keep him out of bankruptcy than he is to keep out, since to put him in is only to diminish their dividends by the expenses of the proceedings; second, that a debtor rarely, if ever, fails to meet his commercial paper, except by accident, until he has made every effort to "turn himself," has exhausted every expedient, and insolvency can no longer be deferred. Fourteen days is long enough to determine whether the failure to pay is merely accidental. Certainly, after a deliberate failure, a debtor's condition rarely improves within forty days so that he can resume. The extended time now allowed, therefore, is valuable merely to the debtor, and to him because he is enabled to make arrangements that will prevent bankruptcy, or at least will make its processes of little benefit to creditors.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

QUEEN'S BENCH COMMISSIONS FOR OATHS.—My attention has been called to letters complaining of delay in granting commissions to take affidavits in the common law courts. I sent up my papers in Aug. 1872, but nothing was done then owing to the Vacation. I inquired again in Jan. 1873, but heard nothing until May, when my agents wrote that the papers had been mislaid at the judge's chambers, and that some alterations were required in the papers on account of the delay. The papers were sent up again in the course of a week and lodged, and the fees paid, and in the course of a short time I obtained the Common Pleas and the Exchequer commissions, but up to this time the Queen's Bench is not forthcoming. At one time the answer to inquiries was that the *Tichborne* case put a stop to all other business, but that is now finished, and yet there is no appearance of the commission.

[Our correspondent is somewhat in error; the complaint is confined to the Court of Queen's

Bench, and this makes the sixth which we have received of the same kind. The excuses which have been made to the London agents of country solicitors are far from satisfactory. To say that what the other courts can do in so many weeks or months the Court of Queen's Bench requires as many years to do is ridiculous. For the present we forbear from further comment on the matter.—ED. SOLS.' DEPT.]

—I have observed with interest your observations on the delay in issuing Queen's Bench commissions to take affidavits. As the 82nd section of the Judicature Act enacts that "every commissioner authorised to administer oaths in any of the courts whose jurisdiction is thereby transferred to the High Court of Justice shall be a commissioner to administer oaths in all causes depending in the High Court, or in the Court of Appeal," I thought it expedient to get appointed a Common Law commissioner before that Act came into operation. The flats were issued for my appointment in December last, but I am informed that the process to be gone through before I can take affidavits will last about six months or more. Can you enlighten me as to the best way of waking up the officials, or would you be a general benefactor to the Profession and stir them up yourself. BERNARD PHILPIN.

[You may expect to get your Common Pleas and Exchequer commissions in due course, but as for that in the Queen's Bench you must exercise more patience.—ED. SOLS.' DEPT.]

PRIVILEGE OF THE PROFESSION.—A bench of magistrates, in a town near Manchester, have made a regulation prohibiting admitted managing clerks appearing before them. Has the bench power to make such a regulation? It appears to us that when a solicitor takes out his annual certificate to practise he has an absolute right to appear in both county and police courts, whether he be acting as a managing clerk or be in practice on his own account. Will you oblige us with your opinion. A FIRM OF SOLICITORS.

[We are of opinion that magistrates have this power, but that it should be thus exercised is very unfortunate and cannot be wisely defended.—ED. SOLS.' DEPT.]

BARRISTERS AND SOLICITORS.—Whilst so much complaint is being made as to the obstacles in the way of a solicitor desiring to be called to the Bar, it should be borne in mind that a barrister (however experienced and highly qualified he may be) is not allowed to become a solicitor without three years' service as an articled clerk, and that he is required to pass not only the final, but even the intermediate examination. A. B.

[We quite agree with our correspondent; but the provisions in question are out of all reason, and require material alteration and modification. Examination for the Bar has at length been made compulsory, and greater facilities should now be afforded for barristers becoming solicitors.—ED. SOLS.' DEPT.]

JUDICATURE ACT—COMMISSIONS FOR OATHS AND DESIGNATION OF SOLICITORS.—The new court constituted by this Act is in different clauses called by three different names, viz., Supreme Court of Judicature, High Court of Justice, and High Court of Judicature! Sect. 82 provides that every person authorised to administer oaths in any of the courts transferred to the High Court of Justice is to be a commissioner to administer oaths in the said High Court or Court of Appeal. I presume, therefore, that the distinction between Chancery and Common Law commissioners will be at an end. The Act, after thus providing for commissioners in the High Court of Justice, proceeds to enact that all attorneys, solicitors, and proctors are to be called "solicitors of the Supreme Court." From this it would appear that we are to be called "solicitors of the Supreme Court of Judicature," but "commissioners to administer oaths in the High Court of Justice," a ridiculous variance, in my opinion. I suppose some regulations will have to be made as to the fees to be taken by commissioners, which are now 2s. 6d. in Chancery, 1s. 6d. in bankruptcy and probate courts, and 1s. in common law courts.

AN OLD SOLICITOR.

[The variety of names pointed out by our correspondent was certainly never intended. We can resee that several questions will arise under the Act in regard to the appointment and duties of commissioners for oaths. We have already on numerous occasions referred to this subject.—ED. SOLS.' DEPT.]

COUNTY COURT AGENTS.—I notice in your issue of the 1st inst., a letter signed "Justitia," relative to a notice the judge of this court has rected to be given affecting agents who are lowed to attend this court. "Justitia" considers at the judge of this court discourages the Bar 'encouraging agents, and states that a recognised status is thus conferred on them as practitioners,

although the law subjects them to penalties if they act as attorneys. I think a very few words of explanation will remove this impression, and show that "Justitia" is mistaken in saying that agents are recognised as practitioners. Anyone having knowledge of County Court practice knows that tradesmen and others place their debts in the hands of agents for collection and that proceedings are not taken to enforce payment until default has been made in payment of the instalments which have been agreed upon. The attendance of the agents thus becomes necessary in order to prove the admission of the debt, but they attend simply as witnesses and are not recognised as practitioners, nor are they allowed to address the court. In this court they never receive any remuneration for such attendance, not even being allowed as witnesses. The object my judge had was to secure a more respectable class of agents, and not to allow any person a party might employ to act as agent, this course became necessary, in his opinion, in consequence of some agents having received and not accounted for moneys taken out of court by their employer's authority.

CHARLES A. HORNE, Registrar.

[We are very glad to have this explanation, which, however, we cannot regard either as completely satisfactory or as showing a due regard for statutory provisions on this important subject. Elsewhere we print an important section of an Act. The learned judge has found that these agents, when receiving moneys out of court, do not always pay it over to the person entitled, and this is a very strong reason for the Legislature having forbidden unqualified persons from acting in any way as County Court agents.—ED. SOLS.' DEPT.]

FINAL EXAMINATION.—It appears the Supreme Court of Judicature Act 1873, comes into operation in May next. Now, the examiners do not publish any list of books to be read for the final examination; but it will fall very hard upon students for that examination if they have to read both the old and new law, which, I presume, is being done, and will have to be done, until the examiners express some sort of intention as to the form the examination will assume. I am going up next November, and have a very reasonable desire to know the extent of reading that will be required of me, so that I may be able to form my plans, and mete out my reading for the next nine months. Would any other articled clerk, studying for the final, inform me how he is acting in the matter? A BROTHER ARTICLED CLERK.

[You need be in no anxiety. We have already repeatedly announced that students will not, during the present year, be examined in relation to the Judicature Act, and, moreover, full and sufficient notice will be given by the Incorporated Law Society whenever the provisions of this Act are to form a subject for examination.—ED. SOLS.' DEPT.]

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

100. DIVISION OF PERSONAL PROPERTY OF INTERSTATE.—A. dies intestate, a bachelor without parents living, but leaving one brother and six nephews and nieces, the children of three other deceased brothers. A. is possessed of personal property only. What share is the surviving brother entitled to, and where is the authority? ENQUIRER.

101. ARTICLED CLERK'S HOLDING OFFICE.—Can an articled clerk be a member of a temperance lodge, and can he hold any office in such society, or would his so doing be contrary to the meaning of the 10th section of the Attorneys and Solicitors Act, 1860? COL. [See the provisions of the Solicitor's Act of last session on this subject. There is no objection to membership, but to hold an office depends upon the nature of the duties. The act to which we refer, however, supplies a remedy for any difficulty of the kind.—ED. SOLS.' DEPT.]

102. COST OF REPAIRS UNDER DEVISE OF REAL ESTATE.—A. B. devised all his real estate, and bequeathed all his personal estate to trustees to permit widow to carry on business carried on by deceased at time of his death, and to receive profits thereof, and also rents of real estate and other income for her life, for maintenance of the widow and children under age. The real estate requires considerable substantial repairs to make it tenantable, on whom should the cost fall; the widow as tenant for life, or be borne by the trust estate? W. E.

103. ACKNOWLEDGMENT BY MARRIED WOMAN OF DEED OF RECOGNIZANCE.—A., a lady and mortgagee of freehold property married; the mortgage is paid off. Upon the re-conveyance, is it necessary that the deed should now be acknowledged by A.? See 37 & 38 Vict. c. 78, s. 6. A. G. B.

104. SOLICITOR'S LIEN.—Is a solicitor's lien for costs or papers in his possession barred by the Statute of Limitations; what is the authority on the point? LEX.

105. FINAL EXAMINATION INCORPORATED LAW SOCIETY.—Can anyone give me information on the following points: I have applied for admission in Trinity Term; when must I attend in London; how many days is it absolutely necessary for me to be there to complete my admission; what days are appointed for admission. X.

106. LICENSING ACT 1874.—A. B., the manager of spirit vaults, and who resides on the licensed premises, wishes to entertain, *bona fide* at his own expense, a few of his few friends after the hours of closing. Can he do so without rendering the holder of the licence liable to a penalty under the above Act? (Vide ss. 9 and 30.) G. M. W.

107. COMPULSORY PURCHASE BY RAILWAY COMPANY—COMPENSATION.—A railway company have given notice to purchase a public house, to the tenant as well as the landlord; the tenant has occupied the house for some years, and established a good connection there. Will any of your readers please inform me if the tenant is entitled to any compensation, and if so, under what Act of Parliament or otherwise. I presume the landlord is not bound to compensate? ARTICLED CLERK.

Answers.

(Q. 86.) **MORTGAGE.**—I do not think A. can be compelled to execute a mortgage. C. has no lien on the estate: (*Ex parte Coombe*, 4 Madd. 249.) J. M.

(Q. 88.) **LUNATIC CO-TENANT—CUSTODY OF TITLE DEEDS.**—It is the nature of a copyholder's tenure that the only evidences he has concerning his tenements are the copies of the Court Rolls. B. having an older title than the purchaser, should retain the deeds, but any covenant must clearly be made by his committee. Perhaps under the circumstances a memorandum of the sale on one of the deeds signed by A. would temporarily satisfy the purchaser. J. M.

(Q. 90.) **APPORTIONMENT.**—I think there is no doubt that the executor is entitled to a proportion of the rent. J. M.

(Q. 92.) **WILL—CONVEYANCE.**—The Vendors and Purchasers Act 1874 cannot affect this case. The daughter can only pass the legal estate by deed acknowledged by her and with the concurrence of her husband. The husband must execute it. J. M.

(Q. 93.) **WILL—LEGACY.**—The wife's administrator should recover the legacy, and when he has recovered it, he will in equity be a trustee for the husband's executor (1 P. Wms. 381), so that in effect it goes to the husband's legatees. J. M.

(Q. 95.) **ERRATUM.**—In last week's issue the words "Trinity Term 1876," not "1875" should have been printed as an answer and not as a heading. W. S. C.

LAW SOCIETIES.

WORCESTER AND WORCESTERSHIRE LAW STUDENTS' SOCIETY.

A SPECIAL meeting of this society was held on Monday evening, the 8th inst., at the Law Library, Worcester, to hear a lecture from Mr. G. W. Hastings, on the bearing of the legislation of the last session of Parliament on the history of the law of England. The chair was taken by Mr. S. M. Beale, president of the law society, and there was a very large attendance of articled clerks and solicitors.

Mr. Hastings prefaced his reference to the legislation of 1874 by some sound advice to law students on the value of a thorough knowledge of law. He remembered many years ago, when a student at the Middle Temple, a question put to him by a fellow student, "What is the use of my learning law in order to defend prisoners at sessions? I can do that without a knowledge of law." That was quite possible, but he did not think a barrister, even in defending prisoners at sessions, was any the worse for a knowledge of law. Law students were too apt to look upon a knowledge of law as superfluous, but he could not too strongly recommend them to ground themselves thoroughly in the principles and theory of the law. Whatever they did, however humble might be the occupation, they would do better by having gone through a sound course of study. The statute law was a particularly interesting study. He could not agree with those who looked upon the statute book as a mere confused mass of Acts of Parliament. He regarded it as a most interesting object of study. It was a mirror of our history; it exhibited the various social and commercial changes which had from time to time taken place in this country in an unequalled manner, and from this point of view he regarded it as one of the most remarkable productions which a nation could possess. Nor could he agree with the view of those who complained that the law was continually being altered by amending Acts. The principles of the law were very seldom altered. The statutes of which it was inoumbent on lawyers to take notice were comparatively few. The vast majority Acts were those which did

not affect the study of the law, and with which a lawyer need not trouble himself. Of the hundred statutes of the last session there were only a very few which really made any change in the law, and it was to those that he now wished to direct attention. One of them affected the law relating to married women's property and he intended tracing the history of the law on that subject from the ancient law to the present time. Under the ancient Roman law a woman on marriage passed in *manu viri*, and becoming thus subject to the *patria potestas*, was incapable of property. Everything she had passed to her husband. Under the later law, however, from the time of Augustus downwards, the effect of marriage was very different. She never parted with her property, except as to that which composed her *dos*, or marriage portion, and even that she was entitled to recover back on the dissolution of the marriage. On the conquest of the Western Roman Empire, the principles of the Roman law were to a great extent adopted by the Northern tribes, but with regard to the law of marriage there was a remarkable revolution, owing, no doubt, to the influence of Christianity. The Christian Church established everywhere the sacramental nature of the marriage bond, and the indissolubility of the marriage tie. The consequence was that independent property as between husband and wife, came to be regarded as intolerable. With regard to England, the position of husband and wife from any historical period, say the Norman Conquest, was very remarkable in this respect, that, although England, in common with the other countries of Christendom, adopted the doctrine of the indissoluble nature of marriage, and the sacramental character of the tie, yet we never seem to have adopted the idea that the property of the wife was altogether to pass into the hands of the husband. In the year 1870 the select committee on the Married Women's Property Bill of that year did him the honour to examine him as a witness on the history of the English law on that subject, and he then told them what he was going to repeat now, that so far from the ancient law of this country having operated to hand over the whole of the property of the wife to the husband, it did the very reverse. For what was the law at that time? In those days personal property was exceedingly rare. In some few towns, such as Bristol and London, there were no doubt merchants possessed of considerable personal property; but taking the country at large there can be no doubt that nearly the only property of any value was property in land. When, therefore, the Norman adventurers came into England under William I. they found a considerable number of Saxon heiresses in possession of valuable estates, by marrying whom they became the magnates of the country. So far from it being true that the Norman nobles obtained the land by confiscation, it would be found on looking into our records that by far the greater number obtained their land by marriage with Saxon heiresses. Now, what was the law at that time with regard to property as between husband and wife? It was this—that if a man married a woman who was heiress of landed property he merely obtained the custody and management of that land for their joint lives, and then if he survived his wife, by a curious custom called the courtesy of England, known only to this country, and said to have been introduced for the benefit of the Norman nobles who had married Saxon heiresses, he had an estate for the remainder of his life, provided any child was born of the marriage. If no child was born, then on the death of the wife the land descended to her heirs, and even during their joint ownership he could not convey the land to a purchaser without her consent. Now take the case of a noble who "wed a beggar maid." Why then the "beggar maid" became entitled to a third of the profits of the land for her life, without the possibility of her right being defeated. And even with regard to her personal property, which no doubt passed to the husband, but was in those times of little value, her right to paraphernalia was recognised. So far, therefore, from the ancient law of England having been unfavourable to women, it was really the reverse. In her real property she never lost her interest; in her personal property the husband acquired a right, merely because it was of so little value that the law did not interfere. As centuries rolled on, and personal property increased in value, there can be no doubt that had the law of England been adapted as it ought to have been to the altered condition by affairs, the same protection which the law had afforded to the wife's real property, would have been extended to her personal property, so as to prevent it passing into the hands of her husband. But unfortunately no such change was made by legislation, or by any decisions of our common law judges. But the courts of equity stepped in, and it was, no doubt owing to that interposition of equity that no legislation took place until a few years ago. The result of the interference of equity was that by means of marriage settlement

the property of the daughters of the wealthier classes was reserved to them. But a few years ago, the question came up in this shape: if it is right that a woman who can afford to have a marriage settlement, and to invoke the assistance of the Court of Chancery can have her property secured to her, why is it right that a woman whose property is so small that she cannot afford to have recourse to those means of protection, should have the whole of her property confiscated for the benefit of her husband? Again and again that question was brought before the House of Commons. There were various answers to it; one was, that although it was perfectly true that, as the law of England then existed, there was some injustice done to wives with regard to their personal property, wives, nevertheless, reaped this advantage, that the husband became liable to pay the whole of their debts, and to provide for their sustenance, even though they might separate. There was great truth in that, but it was at the same time overlooked that many cases of hardship might arise under the existing state of the law, and these were so powerfully impressed on the House of Commons, by the speech of Mr. Russell Gurney, in introducing the original Married Women's Property Bill, that the House was persuaded to pass the Bill. And the House of Lords, though with great alterations, passed it also. So far as he was able to follow, the feeling of both Houses was this, that the Legislature was not justified in maintaining what was really an injustice in some cases, simply because more than justice was done in others; that because some husbands had to pay the ante-nuptial debts of their wives that was no reason why other husbands should be able to seize on the property of their wives without having any justification in morality or equity for so doing. The result was that what for centuries had been done by conveyancers by means of marriage settlements was now established by statutory enactments, viz., that women preserved their own right in their own property. There was one very remarkable omission in the Act of 1870, which has led to considerable inconvenience, that on the one hand the husband was relieved of his liability to pay his wife's ante-nuptial debts, but that on the other hand there was no provision rendering her liable, and that creditors consequently were without remedy. It was to remedy that defect that the Act of 1874 was passed, and it appeared to him that the grievance was redressed by that Act in an exceedingly equitable way. It provided that the husband should be liable for the ante-nuptial debts of his wife to the exact extent of the property he received from her. If he received on marriage a portion of £5000 from his wife, he would be liable for her ante-nuptial debts to that amount and no more. That was the last chapter in the history of English law with regard to married women's property. We had gradually emancipated ourselves from the old state of things under which the whole of a woman's personal property passed to her husband, and had succeeded in giving to women their own rights in their own property. There were two other Acts passed during the last session, which formed an interesting chapter in the history of our law; the Act for the limitation of actions, and the Vendors and Purchasers Act. He would take them together, because the point to which he wished to refer was the tendency of legislation to shorten the time requisite for the establishment of ownership by possession. By the one Act the period within which an action to recover land could be brought was reduced from twenty years to twelve, by the other the period for which a purchaser could insist on having a title proved was reduced from sixty to forty. This reduction was in accordance with the principle upon which the law had always proceeded, viz., that sufficient time should be given to the real owner to come forward and claim what the possessor had wrongfully taken, but that after that time the possessor should be allowed to acquire ownership. The reduction from twenty to twelve years was perfectly consistent with that idea, owing to the increased facilities of intercommunication which existed in the present day as compared with those in which the period of twenty years was first established, the period of twelve years was now, for all practical purposes, as long as twenty years was then. In those days communication was difficult. Persons in different parts of our island had more difficulty then in communicating with each other than a person in America now has in communicating with a person in England. The shortening of the term, therefore, had done nothing more than to bring the law into harmony with the altered circumstances of the present day. Then the Vendor and Purchaser Act followed in the same direction by enacting that a forty years' title instead of sixty years should suffice. It was of course difficult to say why the precise period of forty years should be fixed on. Perhaps there was no principle better than a rule of thumb which could be acted on in determining that question, but he was convinced that, looking to the requirements

of the present day, we might dispense with something of the severity of the scrutiny which was necessary in former days. It was possible that these periods might be still further shortened. The electric telegraph and the penny post, and the railways had brought the most distant parts of the country into a close connection, as kindred villages used to be in the days of the Plantagenets, and the periods required were, therefore, much less now than in those days, or the days of the Tudors, or even the Georges. There were one or two other important Acts passed last session, but he would not now enter upon a consideration of them. His object had been to call their attention to the statutes to which he had referred in order to show that short, and at first sight, perhaps, unimportant enactments were really of great historical interest, and that the statute book was one of the most profitable studies that could engage the attention of those desirous of dealing with the theoretical science of jurisprudence.

Mr. W. W. A. Tree proposed a vote of thanks to the learned lecturer for his very valuable and lucid address.

Mr. H. Goldingham seconded the resolution, and it was carried with acclamation.

Mr. M. Curtler, on behalf of the solicitors present, expressed their indebtedness to Mr. Hastings for his lecture, which he characterised as one of interest and value, not only to law students but to those also who had long since passed from the study to the practice of the law.

On the motion of Mr. Macdonald, seconded by Mr. Benyon, a vote of thanks was passed to Mr. Beale for presiding, and with this the proceedings terminated.

LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Friar-lane, Leicester, on 27th Jan. last, L. P. Chamberlain, Esq., in the chair. The subject for discussion was, "A. by will gives real and personal property to B. for life, and then to his (B.'s) heirs; B. survives A. and dies intestate. Is his heir-at-law entitled to the personality?" Mr. Blunt and Mr. Stevenson took the affirmative, and Mr. Simpson and Mr. Wilcox the negative, and the question was unanimously decided in the affirmative.

THE PROJECTED BRADFORD ARTICLED CLERKS' SOCIETY.

A SECOND meeting of the articulated clerks of Bradford was held at the Victoria Hotel, on Wednesday evening, the 10th inst., for the purpose of electing a committee and officers of the society recently agreed to be formed. Mr. J. T. Last was called to the chair.

Proposed by Mr. Last that the society be called the "Bradford Law Students' Society;" seconded by Mr. Wheelwright, and carried unanimously.

The objects of the society were, on the proposition of Mr. W. H. Clough, seconded by Mr. Tunnicliffe, agreed to be as follows:

- (1) The acquisition of information upon subjects connected with the study and practice of the law.
- (2) The cultivation of the art of public speaking.
- (3) The promotion of the general interests of the legal profession.

A committee of seven, consisting of Messrs. J. T. Last, H. Stead, Firth, C. J. Vint, Wm. Tunnicliffe, J. B. Wheelwright, and W. H. Clough was elected. Mr. Clough being also appointed hon. secretary, and Mr. Wheelwright the treasurer.

It was decided that the committee should frame a code of rules for the management of the society, and submit it to the next meeting, which was appointed to be held at the Victoria Hotel, on Thursday, the 25th inst., at six o'clock.

W. T. S. Daniel, Esq., Q.C., Judge of the County Court, has kindly promised to be the president of the society, and several of the senior members of the Profession have consented to be elected vice-presidents.

The society will no doubt be well supported by all the Profession.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

A MEETING of the society was held on Tuesday evening last, to consider the question whether to a count for use and occupation of furnished apartments the defendant could successfully plead that they were not reasonably fit and proper for the purposes for which they were let. J. J. Smith, Esq., barrister-at-law, presided. There was a good attendance of members. Messrs. Nadin, Whitaker, Watts, Atkinson, and Casper addressed the meeting in favour of the affirmative, and Messrs. Cooper and Houldsworth, and the secretary (Mr. Slater), appeared in support of the negative. The subject in chief excited but little discussion, as on reference to the authorities it was found that they mainly agreed the

one with the other; but the question as to whether the plea was technically good, and whether the general issue ought not rather to have been pleaded, was very warmly contested. In the result the plea was declared by a majority of four to be bad, upon the ground that it showed that the defendant had derived some benefit from the use and occupation, and that therefore his remedy was by cross action, or on the general issue only.

Mr. J. M. Richardson was elected an ordinary member of the society, and, after a vote of thanks to the chairman, the proceedings terminated.

At the next meeting the Land Transfer Bill as proposed to be amended will be placed on the table, and it will be moved that the same is not calculated to affect any material improvement upon the present practice of conveyancing, and that it ought to be rejected.

THE BIRMINGHAM LAW STUDENTS' SOCIETY.

At a committee meeting of this society, held on the 3rd inst., Mr. Alfred A. Baker was elected hon. sec., Mr. W. J. Sutton hon. librarian, and Mr. B. Weekes hon. treasurer for the ensuing year.

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting of this society was held on Tuesday evening last at the Law Institution, Mr. T. W. Ratcliff, jun., in the chair. Messrs. Henry, Chater, Pitt, and Dickinson were duly elected members of the society. The question appointed for discussion was No. 553 legal—"A gives the residue of his real and personal estate to B. and C. as joint tenants. C. is one of the attesting witnesses to the will. Will B. take the whole?" After a lengthy debate the question was carried in the affirmative by a majority of eight votes.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Hall on Wednesday, the 10th inst. A mock trial was held, Mr. J. T. Davies presiding as judge. Messrs. Round and Rubinstein addressed the Court for plaintiff and defendant respectively. Witnesses were called on either side. The judge summed up, and a verdict was delivered for the plaintiff. The subject for next Wednesday's debate is, "That it is practicable and desirable to establish a tribunal to which all international differences should be referred." Messrs. Rounds, Eagles, Girling, and Kisbey are appointed to speak.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, Feb. 10, the following directors being present: Messrs. Brook, Burton, Cockson, Hodger, Torr, Williamson, and Young (Mr. Eiffe, secretary). A communication was received from the Law Association for the benefit of widows and families of attorneys, solicitors, and proctors, in the metropolis and vicinity, stating that the proposition from this association, for a union between the two societies, had been referred to an extraordinary general court of the members of the Law Association, held on the 28th ult., and numerously attended, and that after much discussion, it was determined, "that no action be taken on the question." A sum of £55 was distributed in grants of assistance to the necessitous families of four deceased solicitors; four new members were admitted to the association, and other general business transacted.

LEGAL OBITUARY.

NOTE.—This department of the *LAW TIMES*, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the *LAW TIMES* Office any dates and materials required for a biographical notice.

R. M. SHIPMAN, ESQ.

THE late Robert Milligan Shipman, Esq., solicitor, of Manchester, who died on the 16th ult., at his residence, Bredbury Hall, Cheshire, in the fifty-eighth year of his age, was the only son of the late Michael Shipman, Esq., of Hinckley, Leicestershire, by Mary, daughter of Mr. Buckham, an Independent minister at Hinckley. He was born in the year 1817, and was educated under the Rev. William Field, at Leam, near Warwick, well known as the biographer of Dr. Parr. He served his articles with Mr. Joseph Munn, of Tenterden, and was admitted as a solicitor in Trinity Term 1840. After practising for a few months in his native town, he settled in Manchester, as managing clerk to Messrs. Atkinson and Sanders, and with this firm he remained down to 1845, when he went into partnership with Messrs. Sale and Worthington, a connection which he retained up to the time

of his death. The year in which Mr. Shipman joined the above firm was that distinguished by "the railway mania," which, with the losses and embarrassments it entailed, found abundant scope for legal skill and professional assiduity. His subsequent history is that of a laborious and successful lawyer, soon winning his way to the front rank of provincial practitioners, and enjoying a wide reputation and general esteem. He was especially distinguished for his knowledge of bankruptcy law and practice; and in numerous efforts to promote their simplification and reform made by leading members of the mercantile community, he lent willing and most valuable co-operation. "He had a rare skill," says the *Manchester Guardian*, "in rapidly drawing up a clause on any difficult or complicated point, and his services in this and other ways were of exceptional importance and value. For some time the office of honorary solicitor to the Manchester Home-trade Association was confided to his care, and he was solicitor to the Guardian Society for the Protection of Trade. But, exacting and onerous as were his professional duties, he yet gave time and strength to many of our local agencies for charitable and kindred purposes. The question of popular education early attracted his special interest, and maintained it through all the engagements and claims of an unusually busy life." For several years he was an active director of the Manchester Athenæum. He took part in the origination of the Lancashire (afterwards "The National") Public School Association. He was a member of its committee and a regular attendant at its meetings until after the close of the Parliamentary Committee on Manchester and Salford Education in 1853. In the Education Aid Society he rendered excellent assistance; and not less on the Committee which prepared the first Bill for the promotion of elementary schools introduced by Mr. Bruce, now Lord Aberdare. His services to the Unitarian body, of which he was an attached and zealous member, were great and unceasing. He took an active part in the management of its institutions for the training of ministers, and had been the chairman of the Unitarian Home Missionary Board from its foundation in 1854.

E. W. HASLEWOOD, ESQ.

THE late Edward William Haslewood, Esq., solicitor, of Bridgnorth, who died at his residence in that town, on the 24th ult., in the fifty-sixth year of his age, was the eldest son of the late Edward Haslewood, Esq., of Shrewsbury, in the county of Salop. He was born at Shrewsbury in the year 1819, and was educated at Shrewsbury Grammar School. Mr. Haslewood was admitted a solicitor in Michaelmas Term, 1841, and was a commissioner to administer oaths and also for taking affidavits. He was for upwards of a quarter of a century clerk to the justices for the borough of Bridgnorth, and in 1861 he was appointed clerk to the managers of the South-east Shropshire School district, both which appointments he held up to the time of his death. Mr. Haslewood was married, and has left a family. His son, Mr. Edward W. Haslewood, was admitted a solicitor in 1870, and was in partnership with his late father. The remains of the deceased gentleman were interred in the family vault in St. Mary's churchyard, Bridgnorth.

J. T. CHRISTIE, ESQ.

THE late James Traill Christie, Esq., barrister-at-law, who died on the 2nd inst., at Bourne-mouth, in the fifty-second year of his age, was the eldest son Jonathan Henry Christie, Esq., of Stanhope-street, Hyde Park Gardens, and was born in the year 1823. He was called to the Bar by the honourable society of the Middle Temple in Michaelmas Term 1846.

PROMOTIONS AND APPOINTMENTS.

MR. ALBERT BESANT, of Southsea and Portsea, solicitor (Besant and Porter) has been appointed by the Lord Chancellor, a Commissioner to Administer Oaths in Chancery in England.

THE Lord Chief Baron and Baron Pollock have appointed Mr. Charles Robert Rivington, of the firm of Rivington and Son, of 1, Fenchurch-buildings, a Commissioner to Administer Oaths in the Exchequer of Pleas.

THE Lord Chief Justice of the Court of Common Pleas has appointed Mr. Frederick Edgar Van Sandau of 13, King-street, Cheapside, E.C., a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women.

THE Attorney-General has appointed Mr. Beauchamp Newton Johnson, solicitor, Sessional Crown Solicitor for the county of Down, in place of Mr. Joshua Michael Magee, resigned.

MR. IRVINE, solicitor, has been appointed by the Attorney-General Senior Crown Prosecutor for the county of Donegal, in the place of Mr. Johnston, resigned.

MR. JOHN HALES, of 15, Clifford's-inn, and 5 Claverton-street, St. George's-square, has been appointed a Commissioner to Administer Oaths in the Courts of Queen's Bench, Common Pleas, and Exchequer of Pleas, by the Lord Chief Justice Cockburn, and Justice Quain; the Lord Chief Justice Coleridge and Justice Denman; the Lord Chief Baron and Baron Amphlett.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Jan. 29.

LAMBERT and RAMSKILL, attorneys and solicitors, Fenchurch-st. (Thomas Henry Lambert and Arthur Sidney Ramskill). Dec. 31.

Gazette, Feb. 2.

COTTERELL and OERTON, attorneys and solicitors, Walsall (George Cotterell and John Brown, Oerton. Debts by Cotterell. Jan. 30.

MILLS and MELLOR, attorneys and solicitors, Huddersfield (Charles Mills and Robert Mellor). Debts by Mills. Jan. 23.

Bankrupts.

Gazette, Feb. 5.

To surrender at the Bankrupts' Court, Basinghall-street.
COAPE, CAPEL, colonel of militia, Church-st, Fulham. Pet. Feb. 1. Reg. Brougham. Sols. Harper, Broad, and Co. 23, Rood-lane. Sur. Feb. 19.
JACOBS, SIDNEY, gentleman, Camberwell New-rd, Camberwell. Pet. Sept. 17. Reg. Spring-Rice. Sol. C. Butcher, Cheapside. Sur. Feb. 25.
PARTRIDGE, JOSEPH ROBY, of Great Winchester-st. Pet. Feb. 2. Reg. Hazlitt. Sols. Jacobs and Co., Budge-row. Sur. Feb. 16.

To surrender in the Country.
CERREXIE, VICTOR, teacher of languages, Oxford-ter, Acton. Pet. Jan. 27. Reg. Ruston. Sur. Feb. 23.

Gazette, Feb. 9.

To surrender at the Bankrupts' Court, Basinghall-street.
STEPHENS, JOSIAS, builder, Stephen's-st, Notting-hill. Pet. Feb. 6. Reg. Poppy. Sur. Feb. 23.
TOOTH, [W. H. son], Sewardstone-rd, Victoria-pk, and TOOTH, W. H., jun., Lancelow-house, Stoke Newington, brick manufacturers, Hoo, near Rochester. Pet. Feb. 4. Reg. Poppy. Sur. Feb. 23.

To surrender in the Country.
BROOKE, JOSEPH, rag and shoddy merchant, Staincliffe, Dewsbury. Pet. Feb. 4. Reg. Nelson. Sur. Feb. 25.
CALDECOTT, ROBERT, estate broker, loan and commission agent, Blue Boat-cd, Manchester. Pet. Feb. 4. Reg. Kay. Sur. Feb. 19.
EPPINGS, WILLIAM, fruit salesman and contractor, East Retford, Nottingham. Pet. Feb. 5. Reg. Upclay. Sur. Feb. 22.
LENTON, WILLIAM, straw and felt hat manufacturer, George-st, Luton. Pet. Feb. 1. Reg. Austin. Sur. Feb. 23.
THORNTON, HENRY, grocer and provision dealer, Fox-st and Stanhope-st, Liverpool. Pet. Feb. 4. Reg. Watson. Sur. Feb. 18.
WARREN, ALFRED, straw and felt hat manufacturer, George-st, Luton. Pet. Feb. 1. Reg. Austin. Sur. Feb. 23.

BANKRUPTCIES ANNULLED.

Gazette, Feb. 2.

READ, JANE, widow, manure manufacturer, Haymes-farm, Southey, Dec. 19, 1874.
THOMPSON, JOSEPH, builder and contractor, Albemarle-row, Clifton. Aug. 8, 1874.

Gazette, Feb. 5.

MYER, HENRY, diamond dealer, Englefield-rd, Islington. Oct. 7, 1874.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 5.

ABRAHAM, JOSEPH, glazier, Bristol. Pet. Feb. 1. Feb. 16, at two, at office of Sol. Bodingham, Bristol.
ALLATT, JOSEPH, and ALLATT, JOSEPH, jun., card manufacturers, Birstal. Pet. Feb. 3. Feb. 19, at three, at office of Sols. Messrs. Chadwick, Dewsbury.
ALLEN, THOMAS, outfitter, Isle of Wight. Pet. Feb. 2. Feb. 18, at two, at the Chamber of Commerce, 145, Cheapside. Sols. Fardell and Woodbridge, Isle of Wight.
ATHERLEY, HENRY MARK, Hove. Pet. Feb. 1. Feb. 20, at one, at office of Sols. Clennell and Fraser, 6, Great James-st, Bedford-row. Sol. Nye, Brighton.
BACKHOUSE, MARY ANN, widow, boarding-house keeper, Manchester-st, Manchester-sq. Pet. Feb. 3. Feb. 22, at three, at office of Sol. Kent, Red Lion-st, Cannon-st.
BARTLETT, JOHN, bootmaker, Isle of Wight. Pet. Feb. 2. March 1, at three, at the George hotel, High-st, West Cowes. Sol. Hooper.
BECK, EDEN, fancy cane chair manufacturer, Gray's-inn-rd. Pet. Feb. 1. Feb. 16, at three, at office of Sol. Norris, Great James-st, Bedford-row.
BERRY, HENRY, victualler, New-rd, Hammersmith. Pet. Feb. 1. Feb. 18, at two, at office of Sol. Hubbard, London Joint Stock Bank-chambs, West Smithfield.
BISHOP, JAMES, house decorator, New Swindon. Pet. Feb. 1. Feb. 17, at two, at 42, Cricklade-st, Swindon. Sol. Wilton.
BLACKTON, HERMAN, commercial traveller, Leeds. Pet. Feb. 1. Feb. 17, at three, at office of Sol. Pullan, Leeds.
BLISS, WILLIAM, baker, Northampton. Pet. Jan. 30. Feb. 16, at three, at office of Sol. Becke, Northampton.
BLYTH, ELIZABETH LUCY, milliner, Kingston-on-Thames. Pet. Jan. 29. Feb. 12, at three, at office of Sol. Sherrard, Lincoln's-inn-fields.
BRANDER, EDWYN NANCY, gentleman, Sutton. Pet. Feb. 1. Feb. 22, at one, at office of R. Fletcher and Co., 2, Moorgate-st. Sols. Lane and Holman, Great Winchester-st.
BRANDER, WILLIAM READE, joint managing director of Butler's Wharf Co. Limited, Eitham. Pet. Feb. 1. Feb. 22, at three, at office of R. Fletcher and Co., 2, Moorgate-st. Sol. Lyne and Holman, Great Winchester-st.
BRIGHTMAN, EDWARD RICHARD, baker, Queenborough. Pet. Jan. 30. Feb. 16, at eleven, at office of Sol. Mole, Sheerness.
BRINE, DAVID, fruit salesman, Bradford. Pet. Feb. 1. Feb. 16, at three, at office of Sol. Atkinson, Bradford.
CARPENTER, WILFRED, TYLER, DAVID JOHN, and PARKER, ROBERT, timber merchant, Liverpool. Pet. Feb. 3. Feb. 24, at half-past two, at the Law Association Rooms, Cook-st, Liverpool. Sol. Phipps, Liverpool.
CHAPPELL, JOSEPH, builder, Lana-st, Chelsea. Pet. Jan. 20. Feb. 18, at eleven, at the Guildhall tavern, Grasham-st, Sol. Oldman, Sergeant's-inn, Chancery-la.
CLAYTON, THOMAS, joiner, Preston. Pet. Feb. 1. Feb. 20, at two, at office of Sol. Forsyth, Preston.
CLAYTON, WILLIAM, commission agent, Wigan. Pet. Feb. 1. Feb. 18, at eleven, at office of Wilson, Wigan.
COMBER, WILLIAM, innkeeper, Guildford. Pet. Jan. 30. Feb. 15, at three, at the Three Pigeons inn, Guildford. Sol. Durbidge, Guildford.
CRAWLEY, YOUNG, carriage builder, Cambridge. Pet. Jan. 30. Feb. 18, at twelve, at the Castle hotel, St. Andrew-st, Cambridge. Sols. Ellison and Burrows, Cambridge.
CRIGHTON, DUNCAN, engineer, Manchester. Pet. Feb. 1. Feb. 22, at three, at office of Sols. Grundy and Kershaw, Manchester.
DAVIES, HUGH, timber merchant, Liverpool. Pet. Feb. 2. Feb. 23, at two, at office of Sol. Jones, Liverpool.
DAVIS, JAMES, glass dealer, Birmingham. Pet. Feb. 17. Feb. 17, at twelve, at office of Sols. Southall, Thomas, and Southall, Birmingham.

DAVISON, JOHN, innkeeper, Sunderland. Feb. Jan. 29. Feb. 12, at eleven, at office of Sol. Fairclough, Sunderland.

DE CAVILLE, HENRY, hotel, Seagrave-road, West Brompton. Feb. Feb. 19, at three, at office of Sol. Barker Millard, and Cayley, Fenchurch-st.

DIXON, ANN, dyer, Leeds (under style of William Dixon and Co.). Feb. Feb. 19, at two, at office of Sol. Pullan, Leeds.

EDWARDS, JAMES, miller, manufacturer, Norfolk House, Globe-rod, Mill-end-rod. Feb. Feb. 12, at three, at office of Sol. Sydney, Leadenhall-st.

ETHELBERG, JOSEPH, tailor, Hight-st, Camden-town. Feb. Jan. 30. Feb. 17, at eleven, at office of Sol. Sidney, Lincoln's-inn fields.

FABER, JAMES, wine merchant, Rood-lane. Feb. Feb. 17, at eleven, at office of Sol. Rhodes, Halifax.

FLETCHER, JAMES, mason, Halifax. Feb. Feb. 22, at three, at office of Sol. Rhodes, Halifax.

GIBSON, JOHN, saddler, Feb. Feb. 12, Feb. 12, at two, at office of Sol. Thimley, Adamson, and Adamson, North Shields.

GULLIVER, CHARLES MILES and BICKELL, ROBERT HENRY, tailors, Oxford-st. Feb. Feb. 12, at eleven, at office of Sol. Messrs. Anderson, Ironmongers.

GRUNDY, WILLIAM, provision dealer, Matlock. Feb. Feb. 1. Feb. 22, at two, at office of Sol. Grettton, Derby.

HARD, JAMES, jun., farmer, Drayton Bassett. Feb. Feb. 1. Feb. 17, at eleven, at the Castle hotel, Tamworth. Sol. Baker, Birmingham.

HARRIS, JOHN, farmer, Strutton-on-Dunsmore. Feb. Feb. 2. Feb. 19, at eleven, at the Crown hotel, Leamington. Sol. Kilby, Son, and Mace, Banbury.

HORTH, MATTHEW and WILKINSON, JOHN, waste spinners, Bamebottom. Feb. Feb. 2. Feb. 24, at three, at office of Sol. Rylands, Manchester.

HAWKSWELL, SAMUEL, painter, Sowerby, near Thirsk. Feb. Feb. 2. Feb. 18, at eleven, at office of Sol. West, Thirsk.

HEWORTH, JAMES, cotton spinner, Oldham. Feb. Feb. 2. Feb. 18, at three, at office of Sol. Barker and Clegg, Oldham.

HINDSON, JOHN, milliner, Birmingham. Feb. Feb. 1. Feb. 19, at one, at the Queen's hotel, Birmingham. Sol. Beeson and Harris, Birmingham.

HOBBS, JAMES, picker maker, Bradford. Feb. Feb. 3. Feb. 18, at ten, at office of Sol. Wood and Killick, Bradford.

HOYLE, DAVID, out of business, Bootle. Feb. Feb. 2. Feb. 24, at one, at office of Sol. Quetch, Liverpool.

HUNT, HENRY, Thomas, plate victualler, Commercial-road, East. Feb. Jan. 30. Feb. 18, at eleven, at the Victoria tavern, Morpeth-rod, Bethnal-green. Sol. Long, Landsdown-rod, Grove-rod, Victoria Park.

JACKSON, ROBERT JOHN, wine merchant, Willington. Feb. Feb. 1. Feb. 22, at eleven, at office of Sol. Brignall, jun., Durham.

JAMES, DAVID, timber merchant, Bryncapel, in Llangoddo. Feb. Jan. 27. Feb. 15, at twelve, at the Cawdor's Arms, in Llandilo.

JEFFERY, RUSSELL, ironfounder, Birmingham. Feb. Feb. 2. Feb. 17, at three, at office of Sol. Gleyser, Birmingham.

JONES, DAVID, ship builder, Connah's-quay, on Flint. Feb. Feb. 2. Feb. 20, at half-past eleven, at the Blossoms hotel, Chester. Sol. Looket, Liverpool.

JONES, JOHN, boot and shoe manufacturer, Sandbach. Feb. Feb. 2. Feb. 18, at three, at the Crewe Arms hotel Crewe. Sol. Bygott, Sandbach.

KENT, JOHN, grocer, Hanley. Feb. Jan. 21. Feb. 8, at half-past ten, at the Vine inn, Stafford. Sol. Shires, Leicester.

LAKE, LEOPOLD, clothier, Birmingham. Feb. Feb. 1. Feb. 22, at three, at office of Sol. Bidler's hotel, 135, Holborn.

LAZARUS, MOSES, clothier, High-st, Camden-town, and Kings-st, Hammer-smith-west. Feb. Feb. 1. Feb. 17, at two, at office of Sol. Barnett, New Broad-st.

LEITCH, DAVID, pianoforte string manufacturer, City-rod, Islington. Feb. Feb. 2. March 1, at office of Sol. Montagu, Buckles.

LITTLEWOOD, BENJAMIN, farm labourer, Hyde. Feb. Feb. 3. Feb. 19, at three, at office of Sol. Smith, Hyde.

LODGE, FREDERICK, Jordan draper, City-road, in Llanelli. Feb. Feb. 1. Feb. 18, at one, at office of Bernard, Thomas, Clark, and Co., accountants, Bristol. Sol. Linton and Williams, Aberdare.

LOWE, MARY ELIZABETH, dressmaker, Middleborough. Feb. Feb. 1. Feb. 18, at eleven, at Mrs. Barker's Temperance Hotel, Middleborough. Sol. Bainbridge.

MABERY, ALFRED WILLIAM, architect and surveyor, Exeter-hall, Strand, and Gloucester. Feb. Feb. 2. Feb. 26, at half-past ten, at office of P. Haydon, accountant, 29, New City-chambers, 121, Bishopsgate-street, near Cannon-st. Goswote, Kelly, and Scott, 121, Bishopsgate-street-within.

MACPHERSON, MACDUFF MUNRO, private tutor, Brighton. Feb. Feb. 1. Feb. 22, at three, at the Telemachus room, Old Ship hotel, Brighton. Sol. Lamb, Brighton.

MARTIN, ANDREW, iron merchant, Feb. Jan. 30. Feb. 12, at eleven, at the King's Arms, High-st, Stone. Sol. Messrs. Tennant, Hanley.

MASLIN, GEORGE, horse dealer, Highworth. Feb. Feb. 1. Feb. 18, at twelve, at office of Sol. Crickland, Highworth.

MADE, ARTHUR TOM, corn merchant, Weymouth. Feb. Feb. 2. Feb. 18, at eleven, at office of Sol. Hanne, Weymouth.

MUNKLEY, GEORGE, collier, Blairst. Feb. Feb. 2. Feb. 12, at twelve, at office of Sol. Shepherd, Brynmawr.

MYERS, JOHN DAVID, miller, manufacturer, Canonbury, and Great St. Helen's. Feb. Feb. 1. Feb. 17, at two, at office of Sol. Messrs. Parker and Locke, Pavement-chambers, 17, Pavement, Finsbury.

MYERS, MORRIS, wire worker, Euston-rod. Feb. Feb. 3. Feb. 19, at twelve, at office of Sol. Sydney, 129, Leadenhall-st.

NORTON, ALFRED, cigar and tobacco merchant, Great Yarmouth. Feb. Feb. 1. Feb. 19, at twelve, at office of Messrs. Gamble and Harvey, 1, Graham-buildings, Basinghall-st. Sol. Stanley, Norwich.

PAGE, HENRY, innkeeper, Burnham. Feb. Feb. 3. Feb. 18, at twelve, at office of Sol. Price, Burnham.

PIKE, THOMAS, auctioneer, Runcom. Feb. Jan. 30. Feb. 16, at three, at office of Sol. Messrs. Ashton and Garratt, Runcom.

POTAGE, GEORGE HENRY WILLIAM, clerk, Jermyn-st, Haymarket. Feb. Feb. 1. Feb. 18, at eleven, at office of Sol. Willis, 15, St. Martin's-court, Leadenhall-st.

PRATT, RICHARD, horse trainer, Reigham, in Norwich. Feb. Jan. 26. Feb. 10, at twelve, at the Registrar of Norwich County Court, Redwell-st.

ROBINSON, WILLIAM, grocer, Sunderland. Feb. Jan. 30. Feb. 17, at twelve, at office of Sol. Moore, Sunderland.

ROSCOE, CHARLES, poultryer, Stalybridge. Feb. Feb. 2. Feb. 18, at eleven, at the King Richard the Third inn, Manchester. Sol. Whitehead, Stalybridge.

SATTERTHWAITE, SARAH, fish dealer, Willenhall. Feb. Feb. 2. Feb. 18, at eleven, at office of Sol. Baker, Willenhall.

SCOTT, JOHN, draper, Hull. Feb. Feb. 1. Feb. 19, at twelve, at office of Sol. Spurr, Hull.

SHELMEDINE, THOMAS, tailor, Manchester. Feb. Feb. 3. Feb. 19, at eleven, at office of Sol. Sampson, Manchester.

SOTERIADES, DEMETRIUS, oriental confectioner, Liverpool. Feb. Feb. 1. Feb. 17, at twelve, at office of Sol. Parkinson, Liverpool.

SPURR, WILLIAM EDWARD, painter, Guildford. Feb. Feb. 2. Feb. 18, at three, at the County and Borough Hall, Guildford. Sol. Geach, Guildford.

STRA, FRANCIS, carver, Salisbury. Feb. Feb. 3. Feb. 22, at three, at the Market House, Salisbury. Sol. Hoddling, Salisbury.

TOOLEY, ALFRED WILLIAM, corn merchant, Dunstable. Feb. Jan. 22. Feb. 12, at three, at the Green dragon hotel, Bishopsgate-street-within. Sol. Armstrong, Hertford.

WAINWRIGHT, PETER, innkeeper, St. Helen's. Feb. Feb. 2. Feb. 19, at two, at office of Sol. Lupton, Liverpool.

WARD, JOHN, and WARD, ROBERT, cotton spinners, Manchester. Feb. Feb. 2. Feb. 24, at eleven, at office of Sol. Dowling, Bolton.

WARREN, ALFRED, straw hat manufacturer, Dunstable and Luton. Feb. Jan. 30. Feb. 18, at two, at the George hotel, Luton. Sol. Adams, Dunstable, and Knight, Aldermanbury.

WATERS, WATKIN, collier, Pontypriid. Feb. Feb. 1. Feb. 22, at twelve, at the Post Office Chambers, Pontypriid. Sol. Besser, Aberdare.

WESTPORT, JOHN, clogger, Huddersfield. Feb. Feb. 3. Feb. 27, at two, at the White Swan hotel, Huddersfield. Sol. Freeman, Huddersfield.

WILDE, ALFRED WILLIAM, and WILDE, JOE THOMAS, gunnister manufacturers, Bradford. Feb. Feb. 2. Feb. 15, at eleven, at office of Sol. Rogers, Thomas, and Swift, Sheffield.

WILSON, JOHN CHURCH, draper, Liverpool. Feb. Feb. 2. Feb. 24, at three, at office of Sol. Lowe, Liverpool.

RUSSELL, JOHN, draper, Liverpool. Feb. Feb. 3. Feb. 17, at the Home Trade Association Rooms, 5, York-st, Manchester, in lieu of the place originally named.

Gazette, Feb. 9.

ARNOLD, FANNY, shopkeeper, Appleby Magna. Feb. Feb. 5. Feb. 27, at three, at the Shoulder of Mutton Inn, Aalby-de-la-Zouch. Sol. Wilton, Burton-on-Trent.

BEAD, JOSEPH, milliner, Netherston. Feb. Feb. 6. Feb. 22, at three, at office of Sol. Lowe, Birmingham.

BELL, GEORGE, beerhouse keeper, Wellington. Feb. Jan. 30. Feb. 24, at one, at office of Sol. Cooper, Brighthelm.

BENNETT, WILLIAM HENRY, grocer, Walsall. Feb. Feb. 4. Feb. 22, at eleven, at office of Sol. Crane, Walsall.

BENSTED, OWEN RICHARD, builder, Riverdale-st, Richmond. Feb. Feb. 2. Feb. 23, at three, at office of Sol. Wood and Hare, Basinghall-st, Stratford, Croydon, and Red Hill.

BLAIR, WILLIAM, commercial traveller, Heston. Feb. Feb. 6. Feb. 18, at eleven, at office of Sol. Watson, York.

BRYAN, JOHN, boot factor, Bristol and Taunton. Feb. Feb. 6. Feb. 24, at two, at the office of Messrs. Triggs and Co., accountants, City-chambers, Nicholas-st, Bristol. Sol. Jury, Bristol.

BURLING, CHARLES WILLOUGHBY, and WILLIAMSON, WILLIAM JOHN, grocers, Middleborough. Feb. Feb. 2. Feb. 22, at eleven, at Mrs. Barker's Temperance Hotel, Middleborough. Sol. Bainbridge, Middleborough.

CARRALL, HENRY, toy dealer, Scarborough. Feb. Feb. 5. Feb. 22, at twelve, at office of Sol. Pitman and Lane, 27, Nicholas-lane, Lombard-st, London. Sol. Williams, Scarborough.

CHAPMAN, WILLIAM, dresser, Rothway. Feb. Feb. 5. Feb. 22, at eleven, at office of Sol. Freedy, Kettering.

CHARLESWORTH, DANIEL, joiner, Baginbun. Feb. Feb. 4. Feb. 24, at three, at the Lion and Swan Hotel, Congleton. Sol. Crispwell, Congleton.

CRISPWELL, JAMES, canal carrier, Smethwick. Feb. Feb. 4. Feb. 19, at three, at office of Sol. Travis, Tipton.

COLLINS, WALTER, dealer, Chesham. Feb. Feb. 6. Feb. 22, at eleven, at office of Sol. Messrs. Chess, Chesham.

CORRIGAN, EDWARD, dealer, Driffield. Feb. Feb. 5. Feb. 22, at eleven, at office of Sol. Freedy, Kettering.

CURNOCK, JOHN, out of business, Leabury. Feb. Feb. 4. Feb. 22, at one, at office of Sol. Clutterbuck, Worcester.

DANDY, WILLIAM ALBERT, manager of a public company, Felling. Feb. Feb. 22, at two, at office of Sol. Grigson and Robinson, Walsall.

DUCKWORTH, WILLIAM, pork butcher, Bury. Feb. Feb. 6. Feb. 24, at three, at office of Sol. Anderson, Bury.

EDWARDS, HENRY, grocer, Swansea. Feb. Jan. 30. Feb. 17, at three, at office of Sol. Woodward, Swansea.

ESCRITT, JAMES, seed dealer, Great Driffield. Feb. Feb. 5. Feb. 22, at eleven, at office of Sol. White, Great Driffield.

FLETCHER, JAMES SMALLWOOD, jeweller, Preston. Feb. Feb. 6. Feb. 24, at two, at office of Sol. Taylor, Preston.

FOX, CHARLES FREDERICK, builder, Strutton-under-Fosse, par. Kent's Kirby. Feb. Feb. 3. Feb. 22, at twelve, at the Bull hotel, Nuneaton. Sol. Slingsby, Nuneaton.

FRIEDLANDER, HENRY LENSEN, importer of tobaccoists' fancy goods, Bartlett's-bldgs, Holborn. Feb. Feb. 5. Feb. 22, at two, at office of Sol. Messrs. Sydney, Poultry-chambers, E.C.

FREYER, GEORGE, householder, Bileston. Feb. Feb. 2. Feb. 22, at three, at office of Sol. Bowen, Bileston.

GANDERTON, ELLEN, milliner, Kingston-upon-Hull. Feb. Feb. 2. Feb. 18, at three, at office of Sol. Leverock, Hull.

GARTY, JAMES, tinner, Hull. Feb. Feb. 19, at eleven, at the Commercial hotel, Albion-st, Leeds. Sol. Wooler.

GREGORY, GEORGE, boot manufacturer, Leicester. Feb. Feb. 4. Feb. 22, at twelve, at office of Sol. Harvey, Leicester.

HANDE, JAMES, general dealer, Wallingford. Feb. Feb. 4. Feb. 22, at two, at Pembroke-st, Oxford. Sol. S. T. Cooper, Charing-cross, London.

HAYNES, ROBERT BARRETT, tobacconist, Wallington-st, Strand. Feb. Feb. 3. March 1, at two, at office of Sol. Gowing, Coleman-st, Bank, E.C.

HOLMSTED, JOHN JACKSON, wholesale druggist, Leeds. Feb. Feb. 22, at two, at the Queen's hotel, Wallington-st, Leeds. Sol. MILES.

HURLEY, DAVID, licensed victualler, Burslem. Feb. Feb. 1. Feb. 18, at three, at the Mason's Arms inn, Burslem. Sol. Tomkinson, Burslem.

JAMES, BUNNID, blacksmith, Gower-rod, near Swansea. Feb. Feb. 2. Feb. 20, at half-past three, at 28, Mansel-st, Swansea. Sol. Leyson, Meath.

JUDSON, CHARLES, weighing machine maker, Halifax. Feb. Feb. 22, at three, at the Talbot hotel, Halifax. Sol. Leeming, Halifax.

LASHFORD, EDWARD, grocer, Toolington. Feb. Feb. 4. Feb. 18, at one, at office of Sol. Miller, Bristol.

LIDDELL, JOHN, draper, assistant, Whitehaven. Feb. Feb. 6. Feb. 22, at three, at office of Sol. White, Whitehaven.

LIGHTON, AGNES FOLLETT, widow, Paignton. Feb. Feb. 2. Feb. 22, at eleven, at office of Sol. Hirtzel, Exeter.

LING, SAMUEL, corn merchant, Yeoman's ter, Lower-rod, Rotherhithe. Feb. Feb. 17, at four, at office of Sol. Messrs. Yonan, Marks, E.C.

MALPAS, WILLIAM, farmer, Ramsey. Feb. Feb. 2. March 1, at one, at the Railway Hotel, Mannington. Sol. Smith.

MANFIELD, WILLIAM, farmer, Thirskley. Feb. Feb. 2. Feb. 22, at three, at office of Sol. Messrs. Richards, Thirskley.

MAYER, WILLIAM AYRES, out of business, Birmingham. Feb. Feb. 5. Feb. 22, at twelve, at office of Sol. Saunders and Bradbury, Birmingham.

MITCHELL, BENJAMIN, sen, farmer, Crowe Hall, par. Denver. Feb. Jan. 22. Feb. 19, at twelve, at office of Sol. Beale, King's Lynn.

MOODY, THOMAS WILLIAM, ale merchant, Ryboppe. Feb. Feb. 4. March 1, at eleven, at office of Sol. Oliver and Botterell, Sunderland.

MORRAN, RICHARD, ironmonger, Blaenavon. Feb. Feb. 3. Feb. 22, at twelve, at office of Sol. Watkins, Pontypool.

MORGANS, BENJAMIN, stonemason, Neyland. Feb. Feb. 3. Feb. 27, at half-past ten, at the Guildhall, Carmarthen. Sol. Parry, Porthcawl.

MORRIS, JOHN, boot manufacturer, Pembroke. Feb. Feb. 5. Feb. 25, at twelve, at office of Sol. Nunneley, Bristol.

MORRIS, WILLIAM, ironmonger, Cheltenham. Feb. Feb. 1. Feb. 20, at eleven, at office of Sol. Jessop, Cheltenham.

NANCE, FREDERICK HUTCHINGS, law stationer, Southsea and Portsmouth. Feb. Feb. 6. Feb. 27, at two, at office of Sol. Reed, Portsmouth.

NEVISON, JAMES, grocer, Bishop Auckland. Feb. Feb. 4. Feb. 19, at half-past eleven, at Mr. Labron's Commercial hotel, Bishop Auckland. Sol. Proud, Bishop Auckland.

NEWMAN, GEORGE, commercial traveller, Laurel Villa, Harrington-rod, Portland-rod, South Norwood. Feb. Feb. 3. Feb. 24, at twelve, at the Guildhall Coffee House, Gresham-st. Sol. Parry, Gresham-bldgs, Basinghall-st.

O'BRIEN, PATRICK, cart owner, Liverpool. Feb. Feb. 6. Feb. 22, at two, at office of Sol. Cruthers, Liverpool.

PATTERSON, ROBERT, cabinet maker, Berwick-upon-Tweed. Feb. Feb. 6. Feb. 23, at eleven, at office of Sol. Dunlop, Berwick-upon-Tweed.

PATERSON, HENRY, draper, Newport. Feb. Feb. 6. Feb. 23, at one, at office of Sol. Messrs. Lloyd, Newport.

PEARSON, BARBARA, out of business, Brerley-hill, par. Kingswinford. Feb. Feb. 5. Feb. 22, at three, at office of Sol. Walldon, Brerley-hill.

PERSHORE, CORNELIUS GEORGE, out of business, Bristol. Feb. Feb. 1. Feb. 18, at one, at office of Sol. Clifton, Bristol.

PHILLIPS, PHILIP, grocer, Aberdare. Feb. Feb. 2. Feb. 18, at twelve, at office of Sol. Beddoe, Aberdare.

POOL, JOSEPH, wood dealer, Crampmoor, near Romney. Feb. Feb. 1. Feb. 18, at three, at office of Sol. Kirby, Southampton.

PURCELL, JOSEPH, boot maker, Manchester. Feb. Feb. 6. Feb. 23, at two, at office of Sol. Messrs. Chew, Manchester.

QUINN, EDWARD JOHN, licensed victualler, Fenton. Feb. Feb. 2. Feb. 18, at three, at office of Sol. Messrs. Fenton, Fenton.

RAWLINGS, MARY ELIZABETH, milliner, Newcastle-upon-Tyne. Feb. Feb. 4. Feb. 19, at eleven, at office of Sol. Keenlyside and Foster, Newcastle-upon-Tyne.

REYNOLDS, WILLIAM ISAAC, painter, Upper Ground-st, Blackford. Feb. Feb. 4. Feb. 24, at eleven, at office of Sol. Blake and Snow, College-hill, Cannon-st.

RILEY, WILLIAM, dealer in paper hangings, London-rod, South-wark. Feb. Feb. 6. Feb. 22, at eleven, at office of Sol. Blake and Snow, College-hill, Cannon-st.

RITCHIE, JOHN, travelling draper, Newcastle-upon-Tyne. Feb. Feb. 1. Feb. 18, at twelve, at office of Sol. Lichfield, Newcastle.

ROWLEY, GEORGE WILLIAM, fringe manufacturer, Fosse, Chaepeide, and Cuber-rod, Hargrave Park-rod, Holloway. Feb. Jan. 30. Feb. 22, at eleven, at office of Sol. Roberts, Coleman, City.

ROYLE, THOMAS, callio printer, Cray Print Works, Fort's Quay. Feb. Feb. 4. Feb. 22, at twelve, at office of Sol. Red and Crowder, Victoria-bldgs, Queen Victoria-st.

SIEZ, REUBEN CHRISTOPHER SEBASTIAN, cabinet maker, Heston. Feb. Feb. 4. Feb. 22, at twelve, at office of Sol. Hawkes, Birmingham.

SMITH, SAMUEL, furniture dealer, Tredgar, and Brynmawr. Feb. Feb. 5. Feb. 22, at eleven, at 15, High-street, Cardiff. Sol. Morgan, Cardiff.

SMITH, HARRY, builder, Swadlincote. Feb. Feb. 4. Feb. 22, at three, at the White Hart Hotel, Burton-upon-Trent. Sol. Harvey, Leicester.

SMITH, HENRY JAMES, die sinker, Losella, Handsworth. Feb. Feb. 4. Feb. 18, at three, at office of Sol. Jacques, Birmingham.

STEEBING, BENJAMIN, James, Salford. Feb. Feb. 2. Feb. 5. Feb. 22, at twelve, at office of Sol. Knott and Sparrow, Norwich.

STOKES, WILLIAM, grocer, Middleborough. Feb. Feb. 1. Feb. 22, at eleven, at office of Sol. Draper, Stockton-on-Tees and Middleborough.

THOMPSON, FREDERICK LUNN, accountant, Catehead. Feb. Feb. 4. Feb. 18, at two, at office of Sol. Sewall, Newcastle-upon-Tyne.

THORNE, THOMAS WARNER, grocer, Neyland. Feb. Feb. 4. Feb. 20, at half-past ten, at the Guildhall, Carmarthen. Sol. Parry, Pembroke Dock.

TREAGDOLL, JOHN GEORGE, tea urn manufacturer, Durrington, 20, Torkenwell-rod. Feb. Feb. 2. Feb. 22, at eleven, at office of Sol. Salisbury, Bristol.

WALKER, MATTHEW HENRY, clothier, Newcastle-upon-Tyne. Feb. Feb. 3. Feb. 22, at twelve, at office of Sol. Signa, Sheffield.

WALKER, JOHN, and BARNES, MARY, that manufacturers, Bury. Feb. Feb. 4. Feb. 24, at three, at office of Sol. Messrs. Grady, Bury.

WARD, WILLIAM, innkeeper, Cheltenham. Feb. Feb. 4. Feb. 18, at eleven, at office of Sol. Marshall, Cheltenham.

WATKINSON, A. HENRY, cooper, Titchfield. Feb. Feb. 2. Feb. 22, at one, at the Wellington Inn, Doncaster. Sol. Hoyle, Boleham.

WILCOX, JOSEPH, no occupation, Halsea. Feb. Feb. 4. Feb. 22, at three, at office of Sol. Lynde, Manchester.

WILSON, JOHN, brickmaker, Cossall and Ilkeston. Feb. Feb. 1. Feb. 24, at twelve, at office of Sol. Bright, jun., Nottingham.

WITHERS, EDWARD, cabinet maker, Romney. Feb. Feb. 1. Feb. 22, at eleven, at the Guildhall Coffee-house, King-st, Chaepeide. Sol. Kilby, Southampton.

WOOLGAR, WILLIAM, dairyman, Chapter-st, Westminster. Feb. Feb. 6. Feb. 25, at three, at office of Sol. Jenkins, Tottenham.

WYATT, GEORGE, dealer in fancy goods, Bristol. Feb. Feb. 1. Feb. 22, at two, at Messrs. Williams and Co., accountants, Exchange, Bristol. Sol. Beckingham, Bristol.

Orders of Discharge.

Gazette, Feb. 5.

BARNER, EDWIN HOBSON, linendraper, Silver-st, Wakefield.

UNDER, AUGUST, paper manufacturer, Trowers Paper-mill, Bedford.

Dividends.

BANKRUPT ESTATES.

The Official Assignee, &c., are given, to whom apply for the Dividends.

Beard, J. J. confectioner, second, 24, and 25, 114, to be paid, Basinghall-st, Hart, G. butcher, first and 2, Paget, Basinghall-st.

Alcock, T. brassfounder, first, 28, At Trust, J. Bauls, 5, Waterloo-st, Birmingham. - Andrew, T. grocer, first and 2, 15, 17, At Trust, J. D. Thomas, 1, Sanden-p.l, Swansea.

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not been brought to his knowledge, and suggested, as a way out of the difficulty, that possibly the petition might be brought to the prisoner's knowledge through the governor. Supposing this to be impossible also, a prisoner in gaol will be in a better position than a person who is insane, and any husband or wife who wishes to avoid being divorced need only get locked up to defeat the law. This is an absurd result for which there must be a remedy.

THE Home Circuit will entertain Mr. GARTH, the newly appointed Chief Justice of Bengal, at dinner, at the Albion Tavern, Aldersgate-street, on the 27th inst.

MR. JUSTICE DENMAN has consented to take the chair at the anniversary festival of the United Law Clerks' Society, which will take place at Willis's Rooms on Wednesday, the 9th June next.

INASMUCH as Dr. KENEALY has ceased to be a member of the legal profession it concerns us very little in what other sphere he may indulge those eccentricities which ruined him at the Bar. It must be anticipated, however, that he will on an early day take advantage of his parliamentary position to make an attack upon the Inns of Court. Should he do so he will considerably strengthen those bodies, and render reforms from outside almost impracticable for the present.

ONCE more we have an illustration, in the case before the House of Lords of *Fulton v. Andrew*, of the difficulty of laying down general principles. The cause had relation to the validity of a will. The jury found that the testator was of sound mind at the time he executed the will; that no undue influence had been exerted over him to induce him to execute it; that the will had been read over to him, but that he did not know and approve the contents of the residuary clause thereof. Lord PENZANCE thereupon granted probate of the will, including the residuary clause, on the ground that the jury having found that the testator was of sound mind, and that the will had been read over to him, could not proceed further and speculate on the intention of the testator, and ought, therefore, to have found for the will in its entirety. Lord PENZANCE's decision has been reversed; his principle that the will of a person of sound mind to whom it has been read cannot be set aside is no longer a principle. A jury will now have unlimited licence to speculate on all sorts of by issues and circumstances from which fraud may be inferred. We should have preferred Lord PENZANCE's principle, but it is no longer possible to dispute the wisdom of the House of Lords.

THE Court of Exchequer was engaged a few days ago in discussing an interesting question in the law of carriers in the case of *Scaife v. Farrant*. The plaintiff was paymaster in one of Her Majesty's ships. About eighteen months ago he applied to the defendant to remove certain furniture from Paignton to Plymouth. FARRANT's foreman inspected the furniture, and wrote afterwards to the plaintiff, stating the terms for which the furniture and effects would be removed as desired. The plaintiff agreed to pay the sum of £22 10s. for the removal, "you (defendant) undertaking risk of breakages (if any), not exceeding £5 on any one article." The goods were removed from Paignton by the defendant in a van, which, while in transit from the railway to its destination, caught fire accidentally, and the furniture therein was burnt, without any negligence on the part of the defendant. The point now raised was whether the defendant, under the above circumstances, was a common carrier, and therefore liable as an insurer for the safety of the goods he carried. The Court of Exchequer held, that the goods were conveyed under a special contract, in which the defendant stipulated that he would be liable only for breakage to the value stated; that this express condition excluded any terms which might otherwise have been implied; and that, therefore, the defendant was not responsible for the destruction of the furniture by fire. "*Expressum facit cessare tacitum*" is the language of our law; the implied contract, whatever it might have been, was merged in the special contract. Contracting parties would often do well if they bore in mind the decision we have cited.

THE law as to the expression of religious opinion is ably discussed in the current number of the *Contemporary Review* by Mr. FITZ-JAMES STEPHEN, who has appended to his article a short and sweeping Bill of repeal. Mr. STEPHEN is unable to call to mind any modern instance of a prosecution under the Blasphemy Act (9 & 10 Will. 3, c. 32), by which a second conviction for certain expressions of religious opinion is to be followed, *inter alia*, by "imprisonment for the space of three years, without bail or main-prize." (See the Act at length, Chit. Stat. vol. 2, tit. Criminal Law, p. 156.) That the Act is the reverse of obsolete, however, appears from the very recent case of *Cowan v. Milbourn* (16 L. T. Rep. N. S. 290; L. Rep. 2 Ex. 230; 36 L. J. 124, Ex., A.D. 1867). It was there held that in an action for breach of contract to let rooms, the defendant might justify the breach by proving a plea

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The Law and the Lawyers.

A SINGULAR difficulty in divorce practice was presented to Sir JAMES HANNEN on Wednesday. A wife sued for a divorce, the respondent husband being a convict in prison. The governor of such prison refused to allow service of the petition, and recommended that application should be made to the HOME SECRETARY. In the exercise of his discretion Mr. CROSS refused to give any directions, and, as a last resource, application was made to the JUDGE ORDINARY. He also declined to make any order until the petitioner has instituted further inquiries. He thought there must be some reason why the prison regulation exists and is enforced which had

that the rooms were hired for the purpose of the delivery of a set of lectures by the secretary of a secular society formed with the object of discussing and propagating certain opinions which were beyond doubt heterodox within the meaning of 9 & 10 Will. 3, c. 32. It was urged for the plaintiff that recent decisions in the cases of *Williams v. The Bishop of Salisbury*, and *Wilson v. Fendall* (2 Moo. P. C. N. S., 375; 10 Jur. N. S. 406), had shown that it was not illegal, even for a clergyman, to question the inspiration of the Bible, and that the laws against blasphemy were intended to punish "the mischievous abuse of intellectual liberty only." But the court unanimously refused to enter the verdict for the plaintiff. "I am of opinion that we ought not to allow this question to remain for a single moment in doubt," said Lord Chief Baron KELLY. "It appears perfectly clear," said Baron BRAMWELL, after referring to the statute (upon which he founded his judgment), "that the plaintiff proposed to use these rooms for a purpose which the statute has declared to be unlawful." It is to be remarked that Baron MARTIN protested "against its being supposed that the decision was any punishment." The statute, however, gives no discretion to the court to remit the punishment in the event of a prosecution, and an orthodox enthusiast not long ago proposed that it should be enforced against a celebrated man of science.

It has been recently stated by "A CRITIC," in a letter written to the *Pall Mall Gazette*, apropos of "Greville's Memoirs," that to libel a dead person is a criminal offence. And it is, no doubt, so laid down in the case *De Libellis Famosis* (5 Coke 125), the reason given being that the libel "stirs up others of the same family blood or society to revenge, and to break the peace." In *R. v. Topham* (4 T. R. 128, A. D. 1791), in which the defendant was indicted for publishing a libel of Earl COWPER, then deceased, and for "causing it to be believed that the said earl in his lifetime was destitute (*inter alia*) of filial duty and affection," Lord Chief Justice KENYON delivered the considered judgment of the court thus: "To say that the conduct of a dead person can at no time be canvassed; to hold that even after ages are passed, the conduct of a bad man cannot be contrasted with the good, would be to exclude the most useful part of history. . . . But let this be done whenever it may, whether soon or late after the death of the deceased, if it be done with a malevolent purpose, to vilify the memory of the deceased, and to injure his posterity . . . it is done with a design to break the peace, and becomes illegal." And the court accordingly held that the jury ought to have been asked "whether the papers were published in the spirit of a biographer, or with a malicious intention to defame and vilify the character" of the deceased. Lord KENYON, however, cited with approval the case of *R. v. Critchley* (4 T. R. 132 n.), in which a criminal information was granted against the defendant for publishing of a deceased nobleman that "he could not be called a friend to his country, for he changed his principles for a red ribbon, and voted for that pernicious project, the excise." A case which would hardly be followed as an authority in the present day, when the characters of public men, living or dead, are "matters of public interest." See *Odger v. Mortimer* (29 L. T. Rep. N. S. 472).

A CONTRIBUTOR writes:—"I notice in your impression of the 9th ult. some remarks on a case of importance, or rather on a *dictum* which, if law, would be of importance. I refer to the case of *Gowan v. Broughton* (31 L. T. Rep. N. S. 533; L. Rep. 19 Eq. 77), before Sir R. MALINS. The writer of the remarks in question approves of the *dictum* of the Vice-Chancellor MALINS. I, on the contrary, dissent *toto calo*. The point is one of grave importance, and a little further discussion of it may not be unacceptable to your readers. I will, therefore, with your permission, refresh their memories by reminding them that the VICE-CHANCELLOR in *Gowan v. Broughton*, after stating that in the case of *Scott v. Cumberland* (31 L. T. Rep. N. S. 26) he felt bound to follow the decision of Lord HARDWICKE in *Galton v. Handcock* (2 Atk. 430), that descended estate must exonerate real estate specifically devised, from the debts of a testator, goes on to say, "I consider that it would be very inconvenient if there should be one rule as to real and another as to personal estate. My opinion, therefore, is (although it is laid down differently in some of the text books) that if a man gives his residuary personal estate in equal shares to A. and B. as tenants in common, and A. dies in the lifetime of the testator, so that the share of A. would lapse, in that case I think the undisposed of moiety of the residuary personal estate would, just as if it were real estate, exonerate the other moiety and be the primary fund for payment of debts and expenses. I express that opinion, but it is not necessary for me to decide the point in this case. I believe it will be found in all the authorities cited in support of the proposition laid down in the text books, that there was a charge in the first instance of debts and testamentary expenses on the whole of the residuary estate, and that the whole residue being once charged with the payment, was not released by the lapse of a portion." I venture to express the greatest amazement, that a Judge of the VICE-CHANCELLOR's experience should give utterance to such an opinion on so very elementary a subject, and to warn the legatee of a residuary share, that he

will be grossly misguided if he endeavours to throw any more than a rateable proportion of the testator's debts on the next-of-kin claiming any share by lapse. In regard to personal estate it is charged by law as the primary fund for debts and testamentary expenses, and as to any further charge by the testator, it would be the merest surplusage. So thoroughly is this understood, that a general gift or a residuary gift of personalty embraces only what is left after satisfying debts and expenses. The cases cited by Lord COTTENHAM in *Eyre v. Marsden* (4 My. & Cr. 281), seem, as he says, entirely to negative the proposition contended for by Sir R. MALINS, "and to establish on the contrary that where an intestacy as to part of the personal estate arises from the intention of the testator being defeated by the happening of some event or by the operation of law, the part so falling to the next of kin shall in his hands be subject to the same liability as to costs, and to no more, than it would have been subject to if the gift had taken effect." If instead of declaring the law—the VICE-CHANCELLOR had been framing a code—he might have seen it right to assimilate the rules which were to govern real and personal estate, so far as the inherent difference between the two subjects would admit, and I should not perhaps have dissented from the enactment of a rule in accordance with the VICE-CHANCELLOR's opinion. I do, however, say emphatically that such a rule as is supposed by the VICE-CHANCELLOR, forms no part of the existing law of England, and as the question is one of very common occurrence, I may remark that the administration of many thousands of estates must have been affected by a serious error if such a rule can be considered law."

ANOTHER case, *Smyth v. Johnston*, has lately been decided, upon the interesting and perplexing question of satisfaction. HUGH J. JOHNSTON, after assigning certain stock to the trustees of his daughter's marriage settlement, covenanted that his heirs and executors would, within six months of his decease, pay to the trustees £2000, with interest, upon the trusts thereinbefore mentioned. By his will, after confirming his marriage settlement, he gave the residue of his estate and effects to trustees, upon trust for payment of certain legacies, debts, and expenses, and subject thereto for his wife and children in certain definite proportions. The testator then declared that future advances amounting to £200 or more, made by him at any one time, to any child in his lifetime, should, according to the amount, be taken in full or part satisfaction of his or her share unless he should otherwise declare. He then mentions £2000 as having been advanced to his eldest son, and £500 to his daughter, which were to be taken in full or part satisfaction of their respective shares. The question was, whether the £2000 covenanted to be paid, was satisfied by the share taken by his daughter under his will. Vice-Chancellor HALL decided that having regard to the direction to pay debts, to the specific mention of the £500 advance, and silence as to the covenant, he held that the bequest was not a satisfaction of the covenant, though he did not decide whether the charge of debts was in itself sufficient to exclude satisfaction. The case of *Lord Chichester v. Coventry* (L. Rep. 2 H. L. 71), was cited in support of the view taken by the Vice-Chancellor. But there are important points of difference between that case and the present. In the former, where two former decisions were reversed by the House of Lords, there was a covenant by the lady's father to pay £10,000, not after his decease as in the present case, but three months after demand thereof. The sum was never demanded, but interest was paid on it by the father. And there was no mention of satisfaction in the father's will. The two cases, therefore, are by no means parallel. But there are two other cases, both in the House of Lords, more nearly resembling the present, where the decisions were at variance with that of Vice-Chancellor HALL. In *Lord Durham v. Wharton* (3 Cl. & Fin. 146), a bequest of £10,000 was held to be advanced by a subsequent agreement to settle £15,000, though the trusts were by no means identical in both cases. That case, however, is not so strong as it might be, because the will preceded the settlement. But the case of *Thynne v. Glengall* exactly covers the present; there was a covenant to settle £100,000 upon certain trusts, and a subsequent bequest of residue upon other trusts, and the daughter was put to her election. That case being of equal authority with *Lord Chichester v. Coventry*, and more nearly approaching the circumstances of the present, ought surely to have been followed by the VICE-CHANCELLOR in preference.

A DECISION of no small moment to all engaged in commercial transactions was given on the 11th inst. by the Court of Exchequer Chamber in the case of *Glyns v. MESA*. The question at issue was simply whether the drawer of a cheque after paying it into a banker's to the account of a creditor of his can stop the cheque and resist payment on the ground of the subsequent failure of his creditor, or the subsequent failure of consideration as between his creditor and himself. The question was thus stated by Mr. Justice LUSH: Messrs. GLYNS, the bankers, brought an action on a cheque for about £2000, drawn by the defendant on his bankers, and paid by him into GLYNS' bank on the account of one LIZARD, under the following circumstances: MESA had purchased of

LIZARDI bills on Cadiz to the amount of £2000, which were delivered to him on the 11th Feb. 1873, and which, according to the usual course of business, were to be paid for on the next post day, the 14th. LIZARDI was at the time indebted to Messrs. GLYNS. On the 13th he paid in various cheques on account of the balance, and at the same time he handed to the plaintiffs a document, described as a bill, but at all events it was an order on MESA to pay GLYNS the amount due on the bills. On the 14th notice of this order was left at MESA's office. MESA paid in the cheque to GLYNS, and the bill was given to him in exchange. The cheque was entered to the credit of LIZARDI's account. Soon afterwards, upon hearing that LIZARDI had stopped payment, MESA instructed his bankers not to honour the cheque. The cheque was accordingly returned from the "Clearing House," and on the next day (the 15th) entered in the plaintiff's books to the credit of LIZARDI's account. To an action brought by GLYNS upon the cheque, MESA pleaded that there never was any consideration for his making or paying the cheque. The majority of the court of error gave judgment in favour of the plaintiffs, thus affirming the judgment of the Court of Exchequer. Lord COLERIDGE dissented. The judgment of the majority of the learned Judges was based upon the admitted fact that the cheque was received by the bankers *bona fide*, and without notice of any infirmity of title on the part of LIZARDI; nor could it be disputed that if, instead of a cheque, the security had been a bill or note payable at a subsequent date, however short, the plaintiff's title would have been unimpeachable. We do not at present make more than a passing reference to this decision it being our intention shortly to take up the question of negotiable instruments at greater length.

The question whether criminal proceedings can be instituted at the same time and against the same person, while civil issues are pending, is always a difficult one. The question arose by chance at the Mansion House on Friday last week in criminal proceedings taken by one BARTON against BROWN, for the alleged offence that the latter had induced the prosecutor to part with certain bonds under false pretences. At the same moment, the Court of Chancery was being prayed to restrain the defendant and others from dealing with the same bonds. It was, on the one hand, urged upon the worthy magistrate sitting at the Mansion House, that the Chancery and the criminal proceedings had distinct ends in view, and could not be said to be concurrent for the same cause. But his was disputed on the other side, and the magistrate, we think wisely, adjourned the case for consideration. The true answer, we believe, is that each case depends on its own peculiar facts and merits. There are cases where a man may simultaneously render himself liable to both civil and criminal proceedings. Thus, at common law an assault may render the aggressor liable to criminal proceedings for a breach of the peace, and to an action for damages to the injured person. Statutes, moreover, sometimes specially grant the double procedure. For example, the 25 & 26 Vict. c. 88, relating to trade marks, enacts that the provisions therein contained of or concerning any proceedings or conviction for any act thereby declared to be a misdemeanor, shall not take away or prejudicially affect any suit, process, or remedy, which any person aggrieved by such act may be entitled to at law, in equity or otherwise. Yet the Court of Queen's Bench, on a defendant being brought up for judgment for an assault, refused to pass any judgment, on it appearing that the prosecutor had commenced an action which was still depending for the same assault, although the prosecutor then and there promised to discontinue the action, Lord DENMAN remarking in reference to the promise, "It is too late now, it should have been done before": (*Reg. v. O'Gorman Mahon*, 4 Ad. & El. 575), and in the subsequent case of the ATTORNEY-GENERAL moving the same court, at the instance of an attorney, for a criminal information against another attorney of that court, for assaulting him, it was admitted that the party applying had taken out a warrant against the other attorney, on which he had been held to bail, the court therefore refused the rule, as they thought it best to leave the party applying to that course which he had adopted in the first instance: (*Ex parte —gent, one, &c.*, 4 Ad. & El. 576). The trite Common Law maxim *Nemo debet bis vexari pro una et eadem causa*, although sometimes negatived, especially by statute law as we have seen, has, on the other hand in some cases been fortified by statute; thus, 24 & 25 Vict., c. 96, consolidating the law relating to larceny enacts, by section 109, that a "summary" conviction, or a discharge by a magistrate, shall be a bar to any other proceedings for the same cause, if, in case of conviction, the person shall have paid the sum adjudged to be paid, together with costs under the conviction, or have received a remission thereof from the Crown, or suffered imprisonment instead. 24 & 25 Vict. c. 97 consolidating the law relating to malicious injuries to property, contains a similar enactment (sect. 67) as far as regards summary convictions; and 24 & 25 Vict. c. 100 for consolidating the law relating to offences against the person, enacts (sect. 45) that a "summary" conviction, accompanied by fine or imprisonment, or else by a certificate of dismissal of the charge by a magistrate, shall be a bar to all other proceedings, in cases of assault, under the 42nd and 43rd sections of that

Act. And where no such bar exists the better opinion seems to be that although both criminal and civil proceedings are in some cases permitted simultaneously against the same wrong, yet that as a matter of practice it is more desirable to abstain from employing them in that manner. In many cases where civil proceedings are pending and where the wrong is no outrage on public decency, or where the cumulative procedure is not particularly given by statute, the safer course for the magistrate is to dismiss the complaint, or inflict a nominal penalty: (*See Pease v. Chaytor*, 32 L. J. 121, M. C., and *R. v. Dodson and others*, 9 Ad. & El. 704.)

TITLE TO A TRANSFER OF LAND.

SOLICITORS may congratulate themselves that their voices have been heard, and that the Lord Chancellor has waived the compulsory clause in his Land Transfer Bill, and conveyancing practice will continue as of old. To anyone with the slightest practical knowledge of conveyancing, it must have been at once apparent that registration of land or titles could not do otherwise than materially increase the expenses attending sales and purchases of small properties, and that any system of compulsory registration, unless altogether at the public cost, must in such cases work a hardship and injustice, instead of being the boon which its promoter intended it to be. Towards the end of last session the Lord Chancellor was convinced that such injustice would be caused if registration were made compulsory in all cases, and therefore proposed to exempt from the compulsory clause all sales and purchases where the consideration money did not exceed £300. As we pointed out at the time, this was an admission that the present system of conveyancing would not, by the means proposed, be improved upon or made less expensive, and, that being so, it seemed invidious and unjust to draw a hard and fast line at £300 value, the effect of which would be to depreciate property now worth a little over £300, and prevent the increase in the value of that now worth less than that amount. During the recess the Lord Chancellor has had an opportunity of further considering his scheme, and he has again brought it forward, but its sting has been removed by the entire suppression of the compulsory clause. It was pleasant to hear from such an exalted authority that in small cases the solicitors can do the work much cheaper than his proposed machinery could do it, and the admission is worthy of the most serious consideration of the members of the Legislature. The Lord Chancellor admits that the present system of conveyancing is cheaper than that suggested by his Act, and it is quite clear that the work is transacted quicker than it would be if there were a registration office; the public, therefore, would lose both time and money by the change. To show that the Bill was originally prepared in ignorance, to a great extent, of the working of the system which it was intended to supersede, the Lord Chancellor informed the House of Lords that his reason for giving up the compulsory clause was that he had been told that in the neighbourhood of Birmingham even small pieces of land are the subjects of sale and transfer, the solicitor's costs for the transfer being but trifling. It may interest his Lordship to know that Birmingham is not the only town where transfers of small tenements and pieces of land take place, but that they occur in and near all towns, great and small. In fact, the great majority of transfers are of small properties, and the purchase moneys are of such an amount that the expenses of registration would be material items in the cost prices. Only last week we were informed, that out of five lots offered for sale by public auction in the Midland counties the largest realised only £220, and two of them under £100, and at a large sale in the west of England more than 100 out of 150 lots realised under £200, a great number selling for less than £100.

It seems, therefore, that the proposed scheme will not facilitate, but on the other hand, impede, the sale of small properties, so that it can only be considered to be brought in to suit the convenience of purchasers and sellers of large properties, land jobbers in fact. This being so, the question naturally arises, "Will the new system be self supporting?" It is virtually admitted that it will be useless to one section of landholders, and, that being so, unless the fees to be received are sufficient to cover all expenses, the public including the above section will have to bear the expense of rendering the property of the large registered landowners more valuable, because its transfer will be facilitated at a reduced expense.

When the title to a large estate becomes very complicated it is not unusual for the owners to apply to Parliament for an Act to simplify it, but in no such case has the public ever been called upon to contribute to the expenses, and we fail to see why a difference should be made between the particular circumstances of one solitary case and those of any number of such cases short of the whole. It may be said, "The Act will extend to all land, and not to any particular estates, and, therefore, as all landowners have the option of using the machinery, its expense should be raised as a general tax." Granted, in theory, but the Lord Chancellor himself admits that it will not so extend in practice. Our past experience of registration is not such as to lead us to suppose that many landowners who do not contemplate an imme-

diate sale in many lots will incur the expense, which must be heavy, of registering their titles, and of running the risk of having the weak places unnecessarily exposed. Although landowners do not sell, it cannot be said that they do not mortgage, their estates, but we think if each landowner's private opinion were taken, it would be found to be that he would prefer the selection of those to whom alone the fact of the mortgage should be known, and we doubt not that he would rather have the existence of the mortgage known only to himself and the lender and their solicitors, than to have it recorded in an office in which he might very likely have an acquaintance from whom he would wish to keep the subject secret.

We have never yet heard who wants a Registration of Titles Act, particularly one which must be restricted in its nature and usefulness. As we before said, the great body of landowners do not sell, a few of them however purchase, yet they do not purchase to sell again. They buy to add to their family estates, and do not care to have the transfer of the lands made easy, but we fancy if they did but fully understand the subject they would naturally object to their eldest sons being put to the expense of proving their titles to the registered land, instead of simply taking possession, as they do under the present system.

As a rule the titles to the large estates are so well known, from the estates having so long remained in the family, that nothing could make them better, and their transfer, except on the appointment of a new trustee, will never be necessary; or at least, is not a thing to be discussed or even thought of.

The Lord Chancellor has virtually excluded the small landowners, and the large landowners do not need the assistance of such an Act, so that if any persons are to be benefited, they can only be the middle landowners, if we may be allowed to use such a term. Why should it be considered necessary to make laws to assist and benefit a portion of the community at the expense of the rest, when such portion are neither paupers, nor have, so far as we can make out, asked for such laws.

It seems to be the height of ambition amongst lawyers who attain to the highest eminence, to pass a land registration Bill. At present there has been nothing but failure, and we can only give our opinion that if the present scheme becomes law it cannot be otherwise than another failure.

So soon as we have had an opportunity of ascertaining the further alterations in the Bill from that brought in last session, we will again refer to it.

In the opinion of many lawyers the 7th section of the Vendor and Purchaser Act 1874, was there inserted to pave the way for a compulsory registration Act. It will probably be remembered that such section was the 125th of the Land Titles and Transfer Bill of 1874. Now that the direct mode of coercion provided by the registration Bill itself has been given up, it seems but fair that the indirect method should also be abandoned.

The effect of the section is not at present sufficiently known; it simply bristles with difficulties, and creates them where otherwise none would exist. It affects the position of purchasers and mortgagees alike, neither of whom can now feel absolutely safe in their dealings as they are liable at any time notwithstanding they have obtained the legal estate, and the title deeds, to be seriously affected by a prior charge of which they were not aware, and which they had no means of ascertaining. If purchasers and mortgagees are affected, vendors and mortgagors must also be prejudiced. Although the vendor or mortgagor have the title deeds, it does not follow that he has not created a prior charge which might be upheld in equity, the fact of the title deeds being left in the mortgagor's hands not being, under all circumstances, considered negligence sufficient to postpone the equitable mortgagee's rights: (*Hunt v. Elmes*, 30 L. J., N. S., 255, Ch.; *Perry Herrick v. Attwood*, 27 L. J., N. S., 121, Ch.). Assuming, however, that a legal and effectual mortgage has been made, the mortgagor will be unable to raise further money, because the former right to tack a further charge to the original mortgage has been taken away from the mortgagee. Formerly a second or subsequent mortgagee could also, with some degree of safety, lend money, because he would, of course, ascertain from the first mortgagee that he had not lent any further sum, and he could at any time pay him off and tack his own charge to the prejudice of an intermediate mortgagee, who would be quite undeserving of pity, as he had failed to acquaint the first mortgagee of the existence of his security. A purchaser from the vendor and his mortgagee would not be absolutely safe, as a second charge would, we think, be considered to remain a charge, notwithstanding the purchaser had obtained the legal estate. The question is becoming very serious, and unless solicitors are in a position to rely solely upon their personal knowledge of vendors and mortgagors, the section will raise a grave obstacle to dealings with land, instead of having the effect ascribed to it, when forming part of the Land Titles and Transfer Bill of 1874, of facilitating its transfer. A mortgagor who had exercised his power of sale would, we think, be considered a trustee of the surplus of the proceeds, so that he would become a trustee, and could safely pay the money to the mortgagor, unless he had notice of a second charge (*Phipps and Lovegrove*, 28 L. T. Rep. N. S.

584; L. Rep. 16 Eq. 80). We have from time to time published correspondence upon the probable meaning and effect of the section, and one of our correspondents pointed out in the *LAW TIMES* of the 19th Dec. last some of its defects, and gave some practical suggestions for its amendment.

Whilst upon the subject of Acts of Parliament, we cannot refrain from adding that the majority of those of the present day are so badly framed as to need immediate amendment or repeal. When Acts of Parliament relate to such an extensive subject as the title to land, and affect to make sweeping alterations in it, they should be framed by persons having a thorough theoretical knowledge of the existing law, and a sound practical acquaintance with its working under every circumstance.

We have only to refer to the Fines and Recoveries Act to show the advantage of having an Act upon a technical subject settled by a person having the proper knowledge and experience of that subject, and we have no hesitation in saying that not one of the Conveyancing Counsel of the Court of Chancery would have allowed the section above referred to to stand unaltered if the draft of the Bill had been submitted to him for settlement.

FAMILY ARRANGEMENTS IN COMPROMISE OF FUTURE RIGHTS.

THE question of the validity of agreements by which the probable future interests of persons are compromised, was one which was oftener raised in early than in modern times. A case of this kind has, however, been lately decided by Vice-Chancellor Bacon — *Wilcocks v. Carter*.

The testator, James Carter made a will in 1870, by which he gave all his property to his niece, the plaintiff, Mrs. Wilcocks, whom he appointed sole executrix. After his death the will could not be found, but the heir-at-law, William Carter, and Edmund Carter, one of the next of kin, executed a deed recognizing the will, and resigning the interests they would have taken in case James Carter had died intestate. They afterwards, however, changed their minds, and in October 1874 applied to the Court of Probate for letters of administration, which the plaintiff opposed, and filed a petition raising the question whether William and Edward Carter were not precluded from taking out administration by the deed which they had executed. After some further proceedings in the Probate Court, the bill was filed in the present case for an injunction to restrain further proceedings in that court. The Vice-Chancellor held that the deed was not without consideration, as being a family arrangement, and as a charge was secured in favour of the defendants, which was contained in a former will; and the injunction was granted accordingly.

The principle of this decision is undoubtedly conformable to the authorities, and the grant of the injunction was without question within the scope of the general jurisdiction of a court of equity. But it is a little singular that the only authority which covers that precise ground is a case decided in 1755, and reported in a note in the third volume of Swanston, 418: (*Gascoyne v. Chandler*). But the general question remains, whether on moral grounds it is right that such arrangements should be recognised by law. It might be argued that to enforce such compromises is to interfere with the rights of property. A man for good reasons may wish his property to be enjoyed after his death by certain persons, and may die in the full belief that those persons will enter into possession of what he intended for their benefit. Without his knowledge and consent, and in a speculative manner closely akin to betting, his will is entirely set at naught. Take the case of a man with two sons or nephews, one of whom is a credit and the other a disgrace to the family. Considerably before their relative's death, and before the latter has shown his evil propensities, an arrangement is made between the two for an equal division of their future interests. Thereby the intentions of the testator are frustrated; a salutary check upon dissipation is removed, and greater facilities given for indulging in such excess, and the only really strong argument in favour of the unlimited testamentary power given by our law, is rendered nugatory. Certainly it would be difficult to justify a law which enables a man to deprive of the means of existence those for whose existence he is responsible, except on the ground that the knowledge that he is completely in his father's power may operate as a wholesome restraint upon the son.

English law, however, which has little regard for *à priori* principles, has thought differently. It has regarded, and on the whole we think rightly regarded, litigiousness as one of the greatest evils which can disturb the peace of families; and has consequently given every encouragement to that spirit of compromise and mutual concession whereby alone that evil can be averted. Besides, if such arrangements were not sanctioned by law, as fraud is infinite, methods would be devised of effecting in a secret and underhand manner what may now be done in the light of day. Agreements of this nature would be made under the sanction of the law of honour, and the happiness of families would be far more disturbed when breach of faith had exasperated the resentment naturally consequent upon disappointed expectations.

DIGEST OF THE BANKRUPTCY DECISIONS OF 1874.

(Continued from page 246.)

DISCHARGE AND RELEASE.

THE 49th and 50th sections of the Bankruptcy Act 1869, which enact that an order of discharge shall release the bankrupt from all debts provable under the bankruptcy (cases of fraud excepted), but shall not release any person, who at the date of the order of adjudication was a partner with the bankrupt, apply to discharges under sections 125 and 126, and the word "bankrupt," in sections 49 and 50 is to be read as applicable to any debtor obtaining a discharge under the statute.

A discharge releases only the debtor to whom it is granted, and leaves a co-debtor liable to be separately sued by a joint debtor. M. and H., who were partners, gave their acceptances to G., for goods sold. The acceptances became due and were dishonoured, after which M. and H. dissolved partnership, H. undertaking to pay all the firm's obligations. H. then filed a petition for liquidation by arrangement, under the Bankruptcy Act 1869, and it was subsequently agreed that a composition of 10s. in the pound should be accepted by H.'s creditors, among whom were the holders of the acceptances indorsed by G. to them, and H. was granted his discharge. G. then filed a petition, and the creditors, on condition that G. should pay 9s. in the pound, authorised the trustee to transfer to G. any debts which should not be realised, the names of the debtors being set out in an annexed schedule the bills being considered by the trustee of no value, but there was no intention of reserving a right of action to the trustee in respect of them, and they ultimately were given to G. by the holders. In an action by M. against G. for a separate debt, G. pleaded an equitable set-off, setting up the debt due to him from M. and H. Held, that the discharge of H. did not discharge M., and that it left M. liable to G., who could therefore maintain his right of set-off in the action. Held, also, that the right of action was either legally in the defendant, or legally in the trustee, to hold it in equity in trust for him, and that evidence was admissible as to the reasons why the plaintiff's liability in respect of the bills was not inserted in the schedule of debts to be transferred to G. by the trustee: (*McGrath v. Gray*, 30 L. T. N. S. 17).

DISCLAIMER BY TRUSTEE.

The bankrupt was tenant of certain leasehold premises under an agreement for a monthly tenancy. By an agreement of even date the bankrupt contracted to purchase the unexpired residue of the lease. This contract remained unperformed at the time of the bankruptcy. On application to the court by the trustee for leave to disclaim, Held, that he had an interest in the premises within sect. 23, and Bankruptcy Rules 1871, R. 28, and was entitled to apply for and obtain leave: (*Re Roberts*, 30 L. T. Rep. N. S. 266).

Where the trustee under a liquidation has received an application from the landlord of property of which the debtor is lessee, requiring him to decide whether he will disclaim or not, and has allowed the period of twenty-eight days from the receipt of such application to pass without applying to the court for leave to disclaim, or to enlarge the period of twenty-eight days, the court will not, in the absence of very special circumstances, give him leave to disclaim. On receipt of an application from the land-

lord of property of which the debtor was lessee, requiring him to decide whether he would disclaim or not, the trustee under a liquidation wrote, through his solicitors, saying that he intended to disclaim his interest in the lease, and would send notice of motion. After the expiration of the twenty-eight days limited by the 24th section of the Bankruptcy Act 1869, the trustee applied to the court for leave to disclaim: Held, that the letter stating that he intended to disclaim did not amount to a disclaimer, and that leave to execute a disclaimer must be refused: (*Ex parte Lovering; re Jones*, 30 L. T. Rep. N. S. 621).

EXECUTION CREDITOR.

A judgment debtor, to avoid execution, paid part of the judgment debt to the sheriff's officer. Two days after making this payment the debtor filed a petition for liquidation, and notice of this was at once served upon the sheriff's officer. The day before the petition was filed the execution creditor told the sheriff's officer that he consented to accept the money paid by the debtor in part payment of his debt, but the payment was not made by the sheriff's officer until two days after the filing of the petition: Held, that there had been no seizure by the sheriff within the meaning of the fifth sub-section of the sixth section, or of the 87th section of the Bankruptcy Act 1869; that there was sufficient pressure by the creditor to support the payment, and that the creditor was entitled to retain the money paid to him by the sheriff's officer. The decision of the Chief Judge in Bankruptcy reversed on fresh evidence, that the creditor had, before the filing of the petition, consented to accept the money paid to the sheriff's officer in part payment of his debt: (*Ex parte Brooke; re Hassall*, L. Rep. 9 Ch. 301; 30 L. T. Rep. N. S. 103).

An English creditor, carrying on business in India, who issues execution against property in India of an English company, subsequently to the commencement of the winding-up, by virtue of a judgment obtained in India prior thereto, cannot retain the proceeds of his execution in satisfaction of his debt, but must hand them over to the official liquidator for the benefit of the English creditors generally. The property of a company (where situate is immaterial) is property of the company with respect to which no creditor is by his diligence to get any advantage, inasmuch as directly the winding-up order is made the property comes under the control of the official liquidator for the benefit of all the creditors: (*Re Oriental Steam Company*, 30 L. T. Rep. N. S. 317).

In sect. 96 sub-sect. 3 of the Bankruptcy Act 1869, which protects any execution or attachment against the goods of any bankrupt, executed in good faith by seizure and sale before the date of the order of adjudication, if the person on whose account such execution or attachment was issued had not at the time of the same being executed by seizure and sale, notice of any act of bankruptcy committed by the bankrupt, and available against him for adjudication, "act of bankruptcy" means an act of bankruptcy committed prior to the seizure. The burden of proving that he had no notice of any prior act of bankruptcy is on the execution creditor, who claims the protection of the 95th section of the Act. Notice to the sheriff's officer is not notice to the execution creditor: (*Ex parte Schulte; re Matante*, 30 L. T. Rep. N. S. 478).

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Friday, Feb. 12.

LETTERS PATENT.

THE LORD CHANCELLOR called the attention of the House to the subject of letters patent for inventions, which, he stated, affected to a great extent the manufacturing industry of the country. After adverting to the inquiries which had been made on the subject by Royal Commission, by a Select Committee of the House of Commons, and by the International Patent Congress which met in 1873 at Vienna, he said that the Government had come to the conclusion that some alterations should be made in the existing system in this country, one defect of which was that it provided no means of investigation by the law officers before a patent was absolutely granted. The present Commissioners of Patents were the Lord Chancellor, the Master of the Rolls, and the Law Officers of the Crown, and by the Bill he intended to lay on the table the composition of that commission would be enlarged by the addition of three members on the nomination of the Board of Trade, and of two more on the nomination of the Lord Chancellor. It was also proposed that there should be attached to the Patent Office not less than two nor more than four officers, who would

be termed Examiners of Patents, and who would devote the whole of their time to becoming acquainted with the contents of the Patent Office. Whenever application should be made for a patent, it would be required that the specification should describe, not merely provisionally and in general terms, but as fully as possible, the nature of the invention, and the specification would be referred to one of the examiners, in conjunction with certain referees conversant with manufactures, science, and art, who would pronounce their opinion whether the invention was a proper subject for a patent, and whether the protection should be limited to seven years as distinguished from fourteen. Among other things, the Bill provided that all patents should, after the expiration of two years, be liable to be recalled on the ground that the patentee either failed to use his invention or to grant licences to proper persons on reasonable terms. It was likewise provided by the Bill that for any foreign invention no patent should be granted in this country, except to the foreign patentee or his agent. The Court of Queen's Bench having decided that the Crown was not itself bound by letters patent, the effect of that decision would be, in respect to inventions connected with large ordnance, for which there was not likely to be a customer in England except the Crown, to make the inventor conceal his invention in this country; and it would therefore be provided that, for the benefit of the public service, any Government

department should be at liberty to use any invention, and in case the patentee did not come to an agreement as to the remuneration for the use of his patent, the Treasury should have authority to settle the terms. He observed that an arrangement had been made by the Treasury within the last few days to locate the Patent Museum upon an adequate space of ground at South Kensington, and to transfer the subject of copyright designs from the superintendence of the Board of Trade to the Patent Commission. The Lord Chancellor concluded by stating that a Bill for the Registration of Trade Marks would be introduced in the House of Commons, and he then laid on the table a Bill for the Consolidation and Amendment of the Law respecting Letters Patent for Inventions. — Lord GRANVILLE acknowledged the clearness of the statement made by the Lord Chancellor, but deferred any remarks he might have to make on the Bill till a future stage. — The Duke of SOMERSET thought that a better position than South Kensington for the Patent Museum would be some large town in the manufacturing districts. — The Bill was read a first time, and their Lordships adjourned.

Tuesday, Feb. 16.

JUSTICES OF THE PEACE QUALIFICATION BILL.

The Earl of ALBEMARLE said he would postpone the motion for the second reading of this Bill from Thursday next until the 4th March.

HOUSE OF COMMONS.

Thursday, Feb. 11.

MUNICIPAL ELECTIONS.

Mr. DODDS, in moving for leave to introduce a Bill to amend the law regulating municipal elections, said the Bill was substantially the same measure as that which came down from the Select Committee last year. Leave was given.

INTERNATIONAL COPYRIGHT.

Mr. BOURKE moved in Committee of the whole House for leave to bring in a Bill to amend the law relating to International Copyright. The hon. gentleman remarked that the Bill was exactly the same as that which passed the House last year, but which did not reach the other House of Parliament.—Mr. E. JENKINS said that when the Bill was introduced last year the Foreign Secretary was waited on by deputations, which represented to him the serious injustice under which authors laboured in Great Britain in reference to this subject of International Copyright. Probably there was no class of Her Majesty's subjects who suffered at this moment such wrongs as authors. If he were asked to classify Her Majesty's subjects from below upwards, he should begin with the scavengers, theirs being the lowest trade, put sweeps in the second place, and in the third authors. Not only were authors subjected to injustice at the hands of their publishers at home, but they were continually plundered by publishers abroad. Again and again had this subject been brought under the notice of the Foreign Office, with special reference to the plunder of British authors by publishers in the United States of America. The United States had repeatedly beaten us in diplomacy by means of knowledge obtained from the brains of British authors, and yet American publishers were permitted year after year to continue this plunder, without any attempt being made on the part of the Foreign Secretary to get the injustice remedied. When he saw that a measure was to be introduced with so large a title as "International Copyright" he had hoped that the hon. gentleman would submit to the House something more worthy of its attention than the mere rag introduced to-day. Leave was then given to introduce the Bill.

SOLICITORS' JOURNAL.

THE office of Solicitor to Her Majesty's Treasury, rendered vacant by the death of Mr. John Gray, Q.C., has been conferred upon Mr. Augustus Keppell Stephenson, who was admitted on the Rolls—the wish was father to the thought—we ought to say, who was called to the Bar on the 27th Jan. 1852, by the Honourable Society of Lincoln's-inn. The learned gentleman was formerly Recorder of Bedford, and practised on the Norfolk circuit, and at Aylesbury, Bury, and Ipswich quarter sessions. Putting Mr. Stephenson's qualifications out of the question, we can only say that we regret that such an appointment should have been made. The Bar, or those who are supposed to represent their views, wish to perpetuate without relaxation the distinction between the two branches, and yet they countenance such appointments as the [one] before us. If a recorder can become the solicitor or assistant solicitor of a public department, and (*inter alia*) act as an attorney in public criminal prosecutions, why cannot a solicitor become the recorder of a borough and yet remain a solicitor? The Government have this one excuse for making the present appointment: The new solicitor was previously assistant solicitor, and had, therefore, no doubt become familiar with the business of his office, just as a solicitor, if permitted to conduct cases as an advocate in the Superior Courts, would soon become acquainted with the manner in which members of the Bar undertake such work. We could proceed with these arguments *ad nauseam*, but the justice of our complaint cannot be gainsaid. We cannot suppose that the Council of the Incorporated Law Society look with indifference upon this question. The violation of a principle—for maintaining which the Bar contend—is involved in such an appointment as the present. We trust that strong representations will be made by the Council in regard to the appointment of Assistant Solicitor to the Treasury. If a member of the Bar is selected to fill this office, solicitors will have greater reason than ever for loud and universal complaint.

THE sum of money expended for advertisements alone in connection with the European Assurance Society arbitration will form a very considerable item in the final accounts. Not unfrequently of late as many as nine and ten lengthy advertisements at a time have appeared on the same day following each other in the leading daily journals. It is to our minds most unfortunate

that such demands should be made on insolvent estates for such purposes. Such advertisements should be less lengthy, less numerous, and less frequent. Our observations apply equally to bankruptcy and liquidation, whether of the estates of companies or individuals. Perhaps the most expensive and most useless are those advertisements which constitute the greater part of every publication of the *London Gazette*. The matter is well worthy the attention of the committee now considering the working of the Bankruptcy Laws. Solicitors well know the immense amount of money wasted in advertisements relating to the administration of all kinds of estates.

THE office of deputy-registrar of the Lord Mayor's Court of the City of London is about to be created by the appointment of a solicitor of not less than five years' standing, to the post. The nomination of three candidates rests with the Law, Parliamentary, and City Courts Committee of the corporation, especially fitted to judge of the qualification of candidates for the office, by reason of the fact that there are a number of solicitors upon it. The registrar recently appointed, having no doubt secured that office by reason of his long and thoroughly practical experience of the administrative department of the court, it seems reasonable to suppose that there will be a tendency to secure as deputy-registrar a professional man who will be able to bring knowledge of a quasi-judicial character to bear upon the discharge of those duties in which we presume both officers will be required to share. With the object of securing the services of a thoroughly competent man it has been determined—conforming to the usual wisdom of the corporation in this respect—that the only qualification besides practice as a solicitor for five years, is that of a freeman of the City of London. The history of this ancient court, closely allied as it is with that of the first municipal corporation in the kingdom, and of which it forms a part, is most unique, and we regret that the limits to our space forbid our entering upon a review of the subject. Its jurisdiction is very different from that of County Courts. The establishment of the latter, as our readers are aware, is of comparatively recent date. The Lord Mayor's Court has unlimited jurisdiction within the city, and, moreover, its powers, in regard to the law of attachment are far in excess of those of the Superior Courts themselves, and we have long been of opinion that, in this respect at all events, the latter courts might with advantage take a leaf out of the book of the former. There is one, and perhaps only one, matter for regret in connection with the business and jurisdiction of the Lord Mayor's Court, namely the constant issue of writs of prohibition from the Superior Courts directed to this court. There ought to be no difficulty in devising means for obviating these collisions, without in the least impairing the usefulness of this tribunal to the public and the Profession of the city of London. The extinction of the Lord Mayor's Court has been threatened, or at least suggested, and we would caution those who have at heart an extension of its powers and its usefulness, that anything approaching to conflict with higher tribunals should be avoided, and, moreover, that no proposal to revive the Court of Hastings, or any other customary court, should be entertained from the mere desire to preserve the existence of an ancient tribunal, unless it can be shown that to do so would offer additional advantages to the citizens without impairing the stability and usefulness of the Lord Mayor's Court. The Small Debts Court of the City, no doubt, corresponds with County Courts, but it is well worthy of consideration by the municipality, whether the business of such court might not with advantage be disposed of by the one chief court of the City of London. Union is strength, and the establishment of several courts in the City would, in our opinion, prove a source of weakness to all of them. We are aware that the idea of having merchant judges has been much fostered of late years, but we are convinced that such a system would never answer, and instead of leading to the gradual extinction of the Profession, as some imagine, it would be found to be fraught with so many evils that it would tend rather to demonstrate the absolute necessity for the existence of the legal profession, and as furnishing, after all, the best judges.

WE are glad to notice that the annual general meeting of the members of the Barristers' Benevolent Association recently held, passed off most successfully. So far as we are aware no solicitors were present, and it is somewhat remarkable that no reference seems to have been made to "the other branch" of the Profession. The statement of the Lord Chief Justice of England, who presided, was very significant on a point of much importance, and which has of late received much attention in the Profes-

sion. "Many a man who might have shone in some other profession fails in ours," said his Lordship; and it is, in our opinion, for this very reason that greater facilities should be afforded members of the Bar to enter the ranks of the solicitors' branch of the Profession. We wish this Association that continued success which it is certain to enjoy at the hands of those with whom generous impulses are a marked characteristic. It is comforting to know that although this society was only called into existence a few years since, yet that already it has been the means of relieving, not only the wants of the very poorest of the Bar, but widows of deceased members.

WE are delighted to hear, and equally so to announce, that the articulated clerks of Bradford have so far signally succeeded in their efforts to establish a Law Students' Society. The following circular has been issued by Mr. Clough, the hon. secretary:—"No doubt you are aware by this time that the articulated clerks of this town have recently met together, with a view of forming a Law Students' Society. For this purpose they have held two meetings, and, after giving full consideration to the matter, they have come to the conclusion that such a society, properly conducted will render them material assistance in the acquirement of a knowledge of the law, and they have accordingly agreed to form themselves into a Society of Law Students." His Honour the Judge of the County Court, has kindly consented to be the president, and several senior members of the profession have signified their entire approval of the course adopted, and expressed their willingness to assist in carrying out the objects for which the society has been formed. The committee hope that members of the profession will be unanimous in giving to the society their support and co-operation, and earnestly invite all to become honorary members of the society."

THE 14th section of the 44 Geo. 3, c. 98, is as follows:—"Every person who shall for or in expectation of any fee, gain, or reward, directly or indirectly draw or prepare any conveyance of, or deed relating to, any real or personal estate, or any proceedings in law or equity (other than and except serjeants-at-law, barristers, solicitors, attorneys, notaries, proctors, agents, or procurators having obtained regular certificates, and special pleaders, draftsmen in equity, and conveyancers, being members of one of the four inns of court, and having taken out the certificates mentioned in the said schedule to this Act annexed at the head office in London, of the commissioners for managing the duties on stamped vellum, parchment and paper, and other than and except persons solely employed to engross any deed, instrument or other proceedings not drawn or prepared by themselves, and for their own account respectively, and other than and except public officers drawing or preparing official instruments applicable to their respective offices; and in their course of their duty) shall forfeit and pay for every such offence the sum of £50: Provided always that nothing herein contained, shall extend or be construed to extend, to prevent any person or persons drawing or preparing any will, or other testamentary papers or any agreement not under seal, or any letter of attorney." This provision is re-enacted by the last Stamp Act.

IN one of the courts of the State of New York the Bar having met to consider the way in which the business of such court was conducted, unanimously resolved that for the future, and until matters were mended, they would not appear to conduct any cases before such court. In at least one English County Court, the practitioners who are solicitors, appear to have a similar grievance, but we must confess we doubt the expediency of adopting a similar course. Complaint of such a nature can be more properly dealt with by the Government, whose attention should be directed to the matter. To abstain from practising in a particular court, is clearly to inflict an injury, not only on the public, but in a measure on the professional men themselves.

DISCUSSION is frequently invited by correspondents in our columns in regards to the right of counsel and solicitors to appear before magistrates in petty sessions. It should not be overlooked that an absolute right exists in regard to all cases that come within the provisions of 11 & 12 Vict. c. 43. In another column we report a case heard before the stipendiary magistrate at Sheffield, in which an objection taken by Mr. Binn, solicitor for the complainant, that the manager of the defendants could not act as a solicitor by cross-examining the complainant, was overruled on the ground that it was permitted in such a case, the proceedings being taken under 30 & 31 Vict. c. 141. In all questions of this kind the provisions of sect. 2 of 6 & 7 Vict. c. 73, must not

be overlooked, as it forbids, in general terms, persons not solicitors appearing as such before justices of the peace.

THE net income from solicitors' annual certificate duty for 1874 amounts to close upon one hundred thousand pounds. We cannot suppose that the Chancellor of the Exchequer agrees with the views of the Solicitor-General as enunciated on the second reading of the Legal Practitioners' Bill last session, when this law officer of the Crown urged the claims of unauthorised persons to undertake solicitor's work. The number of certificates issued last year was 14,060, for the United Kingdom, of which 10,983 were granted to English practitioners.

MR. DAY, Q.C., in addressing the jury on behalf of one of the defendants in the Canadian Oil Wells Corporation case in the Court of Queen's Bench, is reported to have said in regard to the pecuniary difficulties of the company that "If the directors had not found the money, the company would have been wound-up. There were always plenty of attorneys and solicitors who would cluster like sharks round the company, and fatten on its corpse in liquidation." To our minds it is a serious exaggeration to say what Mr. Day is reported to have said. No doubt in all professions there are unscrupulous men. At the Bar there are men who, knowing that a petition to wind-up a company was uncalled for, and not in the interests of creditors or contributories, would yet hold the brief and urge the compulsory winding-up of such company; but they are few and far between, and it would ill-become any solicitor in open court to make such an announcement. Mr. Day would protect his client at the expense of "plenty of attorneys and solicitors." Solicitors, like counsel, take and act on instructions, and cannot, without good cause, question the motives of those who instruct them. Mr. Day's experience of solicitors cannot have been the happiest, or his associations with them, the most fortunate, if he is prepared to defend the propriety of such a sweeping statement.

IN another column we print a letter from the pen of Sir E. K. Karlake, Q.C., on the subject of land transfer, which was recently published in the *Standard*. For two long years the associated provincial law societies have been trying to drum into the heads of our legislators the fact that compulsory registration of transfers of land was to be avoided on the very ground on which the advocates of such a system urged its desirability. The associated societies were not too courteously treated; the Lord Chancellor refused to receive a deputation from them, deeming such a proceeding without occasion. The Incorporated Law Society was more fortunate, but the only result of their representations was the relief from the provisions of the compulsory clauses of the measure of last session of all dealings under £300. It was reserved for Birmingham to satisfy the Government that compulsory registration must be abandoned once and for ever as the important element in any scheme of reform affecting the transfer of land. It is due to the great body of solicitors throughout the country to say that from first to last they denounced the proposed system of compulsory registration, and why? because of the expense and the delay that it would inevitably have occasioned. At the meeting in London, in which the associated provincial law societies conferred with the council of the Incorporated Law Society, this proposed system was only accepted because further opposition was considered useless. Our readers can hardly have forgotten how eminent members of the Bar, in and out of Parliament, proclaimed their wish for compulsory registration of titles as the certain cure for all complaints in relation to dealings with land which was thereby to be disposed of as easily as stocks and shares on the Stock Exchange. No such letter as that of Sir E. K. Karlake appeared in the lay newspapers when the two previous Bills were before the Houses of Parliament, and it is not till the Lord Chancellor abandons compulsory registration *volens volens*, that the public are informed that the views of solicitors upon this question are correct. The associated provincial law societies have reasons for being well satisfied with their labours, and they may now safely direct their attention to other subjects, for compulsory registration of land titles may be regarded as an exploded notion.

THE jurisdiction of the Lancaster Court of Common Pleas is concurrent with that of the court at Westminster, but to enable its jurisdiction to apply it is necessary that the defendant should be within the county of Lancaster at the time when he is served with process. As a proof of the great increase of business in this court since the passing of the Act of 1869, the Prothonotary states that in the three years prior to that date,

1336 causes were entered for trial in Lancashire, but of these 140 only originated in the Lancashire court, the remaining 1196 having been initiated in the superior court at Westminster. In the three years subsequent to the Act, there were 1333 causes entered, but of these 772 originated in Lancashire, and 561 only came from Westminster, the explanation of this difference being that before the Act the only office of the Prothonotary was at Preston, whereas since the Act there have been offices at Liverpool and Manchester also, and the result is that the solicitors of Lancashire, having greater local facilities given to them, now bring actions in the local court, instead of employing London agents to issue process in the Superior Courts.

NOTES OF NEW DECISIONS.

ADULT—PERSON OF UNSOUND MIND NOT SO FOUND—NEXT FRIEND—MAINTENANCE—10 & 11 VICT. c. 96, s. 1.—On the petition of A., a person of weak mind, by his mother as next friend, who was entitled to a sum of £838 15s. 9d. Consols, the court ordered the dividends to be paid to the next friend, to be applied in the maintenance of A.: (*Re Perry's Trusts*, 31 L. T. Rep. N. S. 775. V.C.B.)

WILL—EXECUTOR ACCORDING TO THE TENOR.—Testatrix nominated no executor, but the will contained these words: "W., who holds the policy of my life assurance will, I am sure, act for me in this, and I beg him to pay himself, if he needs it, for his trouble." Held that W. was executor according to the tenor: (*In the Goods of Tracy*, 31 L. T. Rep. N. S. 801. Prob.)

WILL—EXECUTION—ACKNOWLEDGMENT.—The attesting witnesses to a will, when they signed, did not see the testatrix sign, nor did they see her signature. At the time she asked them to sign, she told them that it was her will which they were signing. Her signature appeared at the bottom of the third page, and the signatures of the attesting witnesses were at the top of the fourth page. The court, under the circumstances, presumed that the signature of the testatrix had been affixed to the will when the attesting witnesses signed, and granted probate of the will: (*In the Goods of Janaway*, 31 L. T. Rep. N. S. 800. Prob.)

ADMINISTRATION—GRANT TO NOMINEE—20 & 21 VICT. c. 77, s. 73.—A will having been set aside on the ground of undue execution, the parties interested agreed to carry it out as if it had been admitted to probate. The court, however, declined to make a grant under the 73rd section to the persons nominated by the parties, they themselves having no interest in the property: (*In the Goods of Hale*, 31 L. T. Rep. N. S. 799. Prob.)

WILL OF OFFICER IN ACTUAL SERVICE—ALTERATION—PRESUMPTIONS.—Testator, an officer in actual military service, executed a will in his own handwriting, in which there appeared material alterations. There was no evidence as to the time when the alterations were made, but the court presumed them to have been made during the period of actual service, and admitted them to probate: (*In the Goods of Tweedale*, 31 L. T. Rep. N. S. 799. Prob.)

SUIT FOR RESTITUTION OF CONJUGAL RIGHTS—EXCRIMINATORY CHARGES OF UNNATURAL OFFENCES—POWER TO HEAR IN CAMERA.—The court has power to hear suits for restitution of conjugal rights *in camera*. In a wife's suit for restitution of conjugal rights, the husband filed an answer involving charges of unnatural offences. The court ordered the cause to be heard *in camera*, but intimated that if in the course of the inquiry it should turn out that the matters involved were not of such a nature as to make it necessary that the case should be heard in private, it would order the public to be admitted: (*Anstey v. Anstey*, 31 L. T. Rep. N. S. 801. Div.)

PRACTICE—MOTION TO DISMISS FOR WANT OF PROSECUTION—UNDERTAKING TO SPEED.—A suit was instituted in 1872, and defendant's answer put in in December 1873. Several proceedings took place in chambers, including the appointment of a receiver, and in December 1874, defendant served plaintiff with notice of motion to dismiss for want of prosecution. The clerk of plaintiff's solicitor gave an undertaking out of court to file replication or give notice of motion for decree within fourteen days. Within the fourteen days plaintiff applied in chambers for leave to amend. The fourteen days having expired, and the undertaking by some slip not having been carried out, defendant moved to dismiss the bill with costs as if the usual order had been made instead of the undertaking given. The court refused the motion: (*Sheffield v. Sheffield*, 31 L. T. Rep. N. S. 773. V.C.M.)

COPYRIGHT—EXTRACTS FROM PUBLISHED BOOK—INFRINGEMENT.—H., a bookseller and publisher, purchased at a sale some books, the property of T. deceased, and containing several caricatures and sketches executed by T. He purchased, at the same time, some separate drawings

by T.; and afterwards bought some more of T.'s drawings and of his books containing sketches. These books and sketches came into the possession of C. and W., who succeeded H. in his business. C. and W. published a book which contained the sketches and caricatures, as well as numerous extracts from T.'s published novels, in order to show that T. had in fact written his own biography in these novels. The copyright in the novels, and in all T.'s published and unpublished sketches, had been assigned to S. Held, that S. had no copyright in the sketches and caricatures, but that, inasmuch as the book appeared to contain an undue amount of extracts, he was entitled to an interlocutory injunction to restrain its sale, on giving the usual undertaking as to damages: (*Smith v. Chatto*, 31 L. T. Rep. N. S. 775. V.C.H.)

HEIRS AT LAW AND NEXT OF KIN.

ALEXANDER (John Richard), deceased, late commander in the Royal Navy, next of kin to come in by May 7, at the chambers of V.C.B. May 8, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

KEY (John), Paul-street, Finsbury, Middlesex, gentleman, next of kin to come in by March 24, at the chambers of V.C.B. at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

BENYON (Rev. Edward Richard), rector of Elvedon, Suffolk, NEWTON (Wm.), Elvedon Hall, Essex, and PAYNE (Frederick Chas.), Elvedon, farmer, £39 7s. 1d. Three Per Cent. Ann. Dividend. Claimants, said Rev. Edward Richard Benyon and Frederick Chas. Payne, the survivors.

BRIDGES (William Henry), deceased, of Norwood, Surrey, gentleman, ROSE (Eliza Harriette), wife of Edwin Thos. Rose, Hyde, near Manchester, and BOXSHALL (Wm. Geo.), a minor, £100 Three Per Cent. Ann. Dividend. Claimants, said Eliza Harriette Rose, and Wm. Geo. Boxshall, now of age, the survivors.

DE BOCELLA (Jane Dorothy Marquise), Saltobicho, Lucca, Italy, widow, £227 19s. 5d. New Three Per Cent. Ann. Dividend. Claimant, said Jane Dorothy Marquise de Bocella.

FISHER (Eleanor), Cloudeley-terrace, Islington, widow, SMITH (Samuel), Bank-chambers, Lothbury, broker, and REYNOLDS (Wm. Thos.), St. Mary's-road, Islington, gentleman, £104 10s. 10d. Three Per Cent. Ann. Dividend. Claimants, said Eleanor Fisher, widow, Samuel Smith, and Wm. Thos. Reynolds.

KENWOOD (Jas. Dimble), The Terrace, Camberwell, WALSLEY (Henry), Atherstone House, Clapham-park, Esq., and BRANSTON (Robert Edward), Denmark-hill, gentleman, £265 13s. Three per Cent. Ann. Dividend. Claimant, said Robert Edward Branston, the survivor.

DE BOCELLA (Jane Dorothy Marquise), Saltobicho, Lucca, Italy, widow, £227 19s. 5d. New Three Per Cent. Ann. Dividend. Claimant, said Jane Dorothy Marquise de Bocella.

HOLLOWAY (Sarah), widow, at Mrs. Durie's, Broxmoor Park, Wills, £125 15s. 9d. New Three per Cent. Ann. Dividend. Claimant, said Sarah Holloway.

LEWIS (Chas. Geo.), Arthur-street, St. Giles, wood carver, £50 New Three per Cent. Ann. Dividend. Claimant, said Chas. Geo. Lewis.

MORRIS (Jas.), Harp-lane, Tower-street, gentleman, £41 19s. 10d., Reduced Three per Cent. Ann. Dividend. Claimants Jas. Thos. Norris and Edmund Norris, executors of Mary Ann Norris, widow, deceased, who was sole executrix of Jas. Norris, deceased.

RICHARDS (Rev. Russell), Wootton Courtney, Somerset, deceased, £294 12s. 1d., New Three per Cent. Ann. Dividend. Claimant, Caroline Ann Richards, widow, sole executrix of the Rev. Russell Richards, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BRITANNIA ENGINEERING COMPANY, LEEDS (LIMITED).—Petition for winding-up to be heard before V.C.H. CO-OPERATIVE SUPPLY ASSOCIATION (LIMITED).—Petition for winding-up to be heard Feb. 26, before V.C.M.

FLOUR MILLS COLLIERY CO. (LIMITED).—Creditors to send in by March 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to H. Stanton, 30, Cannon-street, London, W.-rch 18; at the chambers of V.C.M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LANDRAFF AND JARSON DISTRICT MARKET CO.—Creditors to send in by March 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Wm. C. Clarke, 4, Crockerbourn, Cardiff, the official liquidator of the said Co. March 18; at the chambers of the M.R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LAUGHNECK COLLIERIES COMPANY (LIMITED).—Creditors to send in by March 8 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Cape and Luttman, 8, Old Jewry, London, the liquidators of the said Company. April 9; at the chambers of M.R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ADDIS (Harriet), Tottenham, Middlesex, March 20; W. W. and E. Wren, solicitors, 24, Fenchurch-street, London, E.C. 3, V.C.H., at twelve o'clock. BACKMAN (John), Barker-street, Handsworth, Stafford, No place worker, March 12; J. F. Grove, solicitor, 28, Bennett's-hill, Birmingham, April 15; V.O.H., at twelve o'clock.

BURNSTON (John William), formerly of Princes-terrace, Hyde Park, Middlesex, late of West-hill, Wandsworth, Surrey, Esq., March 13; Henry E. Freshfield, solicitor, 6, Great-buildings, London, March 20, V.O.H., at twelve o'clock.

CARTER (Edwd.), Hare Public-house, Brick-lane, Bethnal-green, Middlesex, licensed victualler, March 8; E. F. Marshall, solicitor, 9, Lincoln's-inn-fields, London, March 15, V.O.M., at twelve o'clock.

CHANCELLY (Sir Francis), Bart., Belle Vue, Halifax, York, and of Somersleytoft, Suffolk, March 8; Edmund M. Ward, solicitor, Halifax, March 24, M.E., at eleven o'clock.

DAMES (George), 4, Trinity-terrace, Newington B'ton, and Pavoir's-alley, Borough, Surrey, hat manufacturer, March 20; E. G. Legge, solicitor, 4, Philippot-lane, London, April 7; V.O.H., at half-past one o'clock.

DINDEY (Mary), Sheffield, widow. March 12; Horatio W. Ibbot, solicitor, Sheffield. March 25; M. R., at eleven o'clock.

DOWING (Jos.), Norwich, dealer in glass and earthenware. March 15; J. P. Sweetland, solicitor, 59, Lincoln's-inn-fields, London. March 22; V. C. M., at twelve o'clock.

GOODWIN (Wm. H.), Appletree, Northampton, farmer. March 19; Wm. Gregory, solicitor, Leicester. April 6; M. R. at eleven o'clock.

GOSLING (Robert), Hadleigh, Suffolk, innkeeper. March 12; John F. Robinson, solicitor, Hadleigh. March 25; M. R. at eleven o'clock.

GRIFITHS (Wm.), 102, Mount-street, Grosvenor-square, Middlesex, saddler. March 11; Geo. Nicol, solicitor, 48, Lime-street, London. March 18; V. C. M., at twelve o'clock.

KAY (John), Paul-street, Finsbury, Middlesex, gentleman. March 24; Sheffield and Sons, solicitors, 52, Lime-street, London. April 12; V. C. H., at twelve o'clock.

KROBERT (Wm. Edwin), 6, Clarendon-terrace, New Hampton, and 4, Great Queen-street, Westminster, Middlesex, solicitor. March 16; Beaumont and Warren, solicitors, 33, Chancery-lane, London. April 9; V. C. H., at twelve o'clock.

MASON (Edwd.), Datchet, Bucks, Esq. March 31; Darvill, Darvill, and Last, solicitors, Windsor, Esq. April 14; V. C. B., at twelve o'clock.

MAWSON (Ab'l), Sheffield, cooper. March 12; Horatio W. Ibbot, solicitor, Sheffield. March 25; M. R., at eleven o'clock.

MAWSON (Elizabeth), Sheffield, widow. March 12; H. W. Ibbot, solicitor, Sheffield. March 25; M. R., at eleven o'clock.

OKERS (Thos.), Middleton Park, Longford, Derby, farmer. March 15; Geo. Smith, solicitor, Leek. March 22; V. C. M., at twelve o'clock.

PAUL (Jas.), 80, Bethnal-green-road, Middlesex, baker. March 25; Robert Voss, solicitor, Vestry Hall, Chesham-row, Bethnal-green, Middlesex. April 9; V. C. M., at twelve o'clock.

ROBERTS (John), Vauxhall Inn, Lower Barton-treet, Gloucester, licensed victualler. March 25; Edward W. Oren, solicitor, Gloucester. April 16; V. C. M., at twelve o'clock.

SELKIRK (Wm.), Gosforth, Cumberland, bacon curer, grocer, and shoemaker. March 25; R. W. Roberts, solicitor, 2, Verulam-buildings, Gray's-inn, London. April 12; V. C. M., at twelve o'clock.

SHEPHERD (Ellen C.), Chester, spinster. March 25; W. H. Brewer, solicitor, Chester. April 12; V. C. M., at twelve o'clock.

STANSFIELD (Jas.), Todmorden, York. March 22; Wm. Bager, solicitor, Todmorden. April 7; V. C. B., at twelve o'clock.

STARLING (Jonathan), Nag's Head-lane, Egham, Middlesex, market gardener. March 12; R. R. Rignall, solicitor, Egham. March 10; V. C. B., at twelve o'clock.

TUCKER (Elias), formerly of New-square, Lincoln's-inn, of the Lord Chancellor's and Lord Justice's Courts, Lincoln's-inn, Wimbledon. Haddo House, Malda-vale, and 14, Bedford-place, Russell-square, London, late of 39, Vincent-square Westminster, gentleman. March 25; Wm. Rowcliffe, solicitor, 1, Bedford-row, Middlesex. April 9; V. C. M., at twelve o'clock.

WRIGHT (Edwin P.), 3, Brunswick-square, London, a partner in the firm of John and E. Wright, Universe Works, Millwall, Poplar, Middlesex, and Garrison-street, and Dartmouth-street, Aston, Birmingham, and 19, London-street, London, manufacturers of marine telegraph cables, and wholesale rope and twine manufacturers. March 25; J. C. Yard, solicitor, 1, Raymond-buildings, Gray's-inn, London. April 8; V. C. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

ACAR (John C. D.), The Glen, Tenby, Pembroke, South Wales, gentleman. March 15; Dunne and Murton, solicitors, 42, Bloomsbury-square, London.

ALLEN (Sarah), 63, London-street, Reading, Berks, spinster. March 27; Beale and Marlin, solicitors, London-street, Reading.

ALLO (Nicholas S.), 53, Northampton-road, Clerkenwell, Middlesex, gold and silver chaser. March 7; Worthington and Co., solicitors, Coleman-street, London.

BAKER (Mary Ann), 16, Warwick-street, Pimlico, Middlesex, spinster. March 31; Geo. Thatcher, solicitor, 19, Bennett's Hill, Doctors-common, London.

BENNING (Wm.), 13, Royal-crescent, Bath, Esq. April 12; T. W. Gibbs, solicitor, 4, Northumberland-buildings, Bath.

BEVAN (Charlotte), Sussex Villa, White Ladies'-road, Westbury-on-Trym, Bristol, spinster. April 1; Russell and Co., solicitors, Liverpool-chambers, Corn-street, Bristol.

BIDMEAD (Jos. T.), 5, Lawrence-lane, London, and 23, Bexley-road, Erith, Kent, umbrella manufacturer. April 16; J. Price, solicitor, 12, Sergeants'-inn, Fleet-street, London.

BLIZARD (Wm.), Earl Stotham, Suffolk, farmer. March 25; Marriott and Son, solicitor, Stowmarket.

BOURGOYNE (Colonel Frederick), 9, Charles-street, St. James's, Middlesex. March 15; Ward, Mills and Co., solicitors, 1, Gray's-inn-square, London.

BURRELL (Wm. D.), Chelmsford, Essex, bookseller. Feb. 27; Gopp and Sons, solicitors, Chelmsford.

CHANCEY (Diana), formerly of Gloucester-square, Hyde-park, late of 55, Lower Brook-street, Grosvenor-square, Middlesex, widow. April 9; Wilde, Berger, and Co., solicitors, 21, College-hill, London.

CHASE (Georgina F.), late of 31, Nottingham-place, Marylebone, Middlesex, temporarily residing at Glenoidin, Bonnamouth, widow. May 16; R. S. Davies, solicitor, 55, Devonshire-street, Portland-place, London.

CHELLINGWORTH (Jos.), Trimley, solicitor, Bewdley, Esq. April 10; Benjamin Gardner, solicitor, Bewdley, Worcester.

COLBY (John), Fynone, Pembroke, Esq. March 25; Jenkins and Evans, solicitors, Cardigan.

COLTON (Wm.), Holbeach, Lincoln, gentleman. April 6; John P. Stann, solicitor, 4, Holbeach.

CROW (Wm.), Mary-street, Fratton-rd, Landport, Portsea, shipwright. March 8; Edgemoor and Cole, solicitors, Portsea, Hants.

DALF (John), 1, Marchmont-street, Brunswick-square, Middlesex, licensed victualler. April 11; W. Jaquet, solicitor, 4, Sergeants'-inn, Temple, London.

DAVIS (Tice), E. W. Whitebridge-cottage, Woodford Green, Woodford, and 129, Whitechapel-road, and 283, Hackney-road, Middlesex, floor cloth manufacturer. March 31; Edward Wm. Davis, 318, High Holborn, London.

DICKMAN (Wm. H.), formerly of 35, Sussex-road, Seven Sisters-road, Holloway, late of 120, Newington Green-road, Newington, Middlesex, a commander in the Royal Navy. April 13; W. D. Davies, solicitor, Abchurch House, Sherborne-lane, London.

DONSON (Geo. C.), formerly of Holyhead, Co. Anglesea, late of 51, Eardley-crescent, West Brompton, Middlesex, civil engineer. March 1; J. Henry Johnson, solicitor, 47, Lincoln's-inn-fields, London.

FIELD (Chas.), otherwise Chas. Frederick, Field Lodge, 5, Stanley-villas, West Brompton, Middlesex, late Chief Inspector of the Detective Police. March 1; H. B. Gill, solicitor, 32, Chesham-street, London.

FISHER (Richard), 1, Gosse Green, Preston Patrick, Westmoreland, gentleman. April 1; R. F. Thompson, solicitor, Kendal.

FROST (John), Norfolk Lodge, Teddington, Middlesex, gentleman. April 17; Geo. E. Thomas, solicitor, 8, Regent-street, Middlesex.

GAPPE (Geo.), formerly of St. Albans, Herts, late of Marlborough-hill, St. John's-wood, Middlesex, Esq. March 25; Wm. Phelps, solicitor, 14, Red Lion-square, London.

GILBERT (Dr. Wm.), M.D., 77, Vauxhall Bridge-road, Middlesex. April 5; Smith and Wall, solicitors, 5, New Inn, Middlesex.

GRIFITHS (Jos.), Brougham-street, Aston, and 5, Hockley Hill, Birmingham, tailor and draper. April 10; Bower and Price, solicitors, 36, Paradise-street, Birmingham, and Wm. Cottrell, solicitor, 104, Newhall-street, Birmingham.

HASKINS (John), Elm Grove, Ventnor, Isle of Wight, Esq. April 15; R. H. Veal, 19, Abingdon-street, Westminster. Hill, (Rt. Hon. Rowland V. Count), Hawtorn, Salop.

HILLIARD, otherwise JAMES (Mary A.), wife of Edwin James, Esq., 61, Avenue-road, Regent's-park, Middlesex, March 31; Coode, Kingdon, and Cotton, solicitors, 7, Bedford-row, London.

HILLIARD (John), Sawdon, Brompton, York, farmer. April 9; Moody, Turnbull, and Graham, solicitors, 73, St. Thomas-street, Scarborough.

HOPPER (Wm.), Sawdon, Brompton, York, gentleman. April 9; Moody, Turnbull, and Graham, solicitors, 73, St. Thomas-street, Scarborough.

KELSEY (Jas.), formerly of Soulecoates, Kingston-upon-Hull, late of Gunthorpe, Lincoln, master mariner. April 10; J. P. Thorne, solicitor, 12, Park-lane, Leamington.

KING (Ann D.), 93, Gower-street, Middlesex, spinster. April 1; Barlow, Bowling, and Williams, solicitors, 26, Essex-street, Strand, Middlesex.

KIRBY (Thomas), formerly of the Swan Hotel, Stratford, Essex, late of the Crown Hotel, Stanhope-terrace, Bayswater, Middlesex, licensed victualler. March 25; Messrs. Hilliars, solicitors, 5, Dorchester-buildings, London.

LARK (Mary), Bath, widow. March 13; Cutler and Co., 10, King-street, St. James's, London.

LECKIE (Chas. S.), formerly of Calcutta, afterwards of 57, Cambridge-terrace, Hyde Park, Middlesex, and 17, Vanburgh Park, Blackheath, Kent, Esq. March 15; Duncan and Murton, solicitors, 45, Bloomsbury-square, London.

LEITCH (James), (Sir Denham), Bart., Chobham-place, Surrey. March 31; Wyet Gibbs, solicitor, 1, Epsom, Surrey.

LEWIS (Roger), Penman House, Mynddylwyn, Monmouth, colliery proprietor. April 23; J. D. Pain and Son, solicitors, Dock-street, Newport, Mon.

LOWE (Hustler), 2, Nile-street, Bath, Esq. April 10; Inman and Inman, solicitors, 4, Queen-square, Bath.

LUCY (Rev. John), Hampton Lucy, Warwick. March 25; J. P. Thorne, solicitor, 12, Park-lane, Leamington.

MACK (Wm.), Vemburn House, Lower Broughton, Manchester, life assurance secretary. March 25; W. H. Griffin, solicitor, 36, Bennett's-hill, Birmingham.

MAPP (John), Bury House, Mable Bowdley, Worcester, gentleman. March 20; Boulton and Sons, solicitors, 21a, Northampton-square, Clerkenwell, London.

MARSH (Thos.), Crutcher, Bath, innkeeper. March 15; J. Gibbs, solicitor, 5, Commercial-street, Newport, Mon.

MAXWELL (Robert C.), Christchurch, Canterbury, New Zealand, Esq. March 6; Norris and Sons, solicitors, 2, Bedford-row, London.

MILES (John), 18a, White Lion-street, Middlesex, carriage lamp manufacturer. March 15; Wm. L. Jones, solicitor, 13, Spital-square, London.

NICHOLSON (Jas.), 52, Hilldrop-road, Camden-road, and 197 and 199, High-street, Camden Town, Middlesex, linen draper. April 16; Tidy and Co., solicitors, 27, Sackville-street, Piccadilly, Middlesex.

OAKES (Rev. Hervey A.), Bury St. Edmunds, Suffolk. April 6; Sparks and Son, solicitors, Bury St. Edmunds.

PATTON (Jacob), Knot Cottage, Waterlooville, Cumberland, joiner and carpenter. March 17; W. B. and C. N. Arnison, solicitors, St. Andrew's-place, Penrith.

PHILLIPS (Wm. Jas.), 25, Borough-road, Southwark, Surrey, pewterer and beer engine and spirit counter manufacturer. March 8; Jones, Arkcoll, and Jones, solicitors, 19, Foley-street, Southwark.

PRATT (Chas.), Oswestry, Shrop, butcher. April 1; Minshalls and Parry Jones, solicitors, Oswestry.

PRIGGEN (Wm.), 9, Grove-terrace, Grove-road, Mile-end, Middlesex, foreman to a sugar refiner. March 4; S. G. Ashwin, solicitor, 4, Garden-court, Temple, London.

PYCROFT (Edmund), late of Albion-place, Reading, Berks, formerly of Vernon-place, Bloomsbury, Middlesex, Esq. March 1; T. Fortune, solicitor, 2, Sergeants'-inn, Chancery-lane, London.

READY (Christopher), 69, Loughborough Park, Brixton, Surrey, gentleman. March 15; J. Pendergast, solicitor, 334, Commercial-road, Middlesex.

ROBINSON (Elizabeth), 1, Houghton-street, Newcastle-street, Strand, Middlesex, widow. April 1; Lewin and Co., solicitors, 32, Southampton-street, Strand, Middlesex.

ROUGEMONT, sometimes called Wilson (John Francis), 181, Albany-street, Regent's Park, Middlesex, Esq. April 10; Crosley and Burn, solicitors, 5, Moorgate-street, London.

SAVELL (Thos.), Barley, Hertford, builder. March 25; Hale Wortham, solicitor, Royston, Herts.

SEA (Chas.), 58, Ebury-street, Eaton-square, Middlesex, lodging house keeper. Feb. 25; Newton and Co., solicitors, 1, Wardrobe-place, Doctor's-commons, London.

SMITHES (Chas. E.), Yarrowburgh Villa, Elm Grove, Southsea, Hants, gentleman; March 31; Pearce and Son, solicitors, 13, Union-street, Portsea.

STADON (Wm.), Shipway Collaton, St. Marychurch, Devon, yeoman and elder merchant. May 1; Hooper and Allen, solicitors, 2, 3, 4, 5, New Quay, Devon.

STAINFORTH (Rev. Frederick B.), late of the College, Torquay, and formerly of Bath. April 15; T. Heald, Godden, and Holmes, solicitors, 34, Old Jewry, London.

STANNARD (Robert), jun. St. Giles, Colchester, Essex, miller. March 6; Philbrick and Middleton, solicitors, Colchester.

STEVENS (Edmund), Farnham, Surrey, Esq. March 25; Potter and Stevens, solicitors, 47, Borough, Farnham.

STOUT (Jas.), formerly of Brentford, Middlesex, late of Tugby-house, Mordlake-lane, Kew, Surrey, wine merchant. Feb. 24; O. Richards, solicitor, 16, Warwick-street, Regent-street, Middlesex.

THORN (Wm. B.), Exeter-vill, a Sidcup-hill, Sidcup, Kent, and 4, Pall Mall, Middlesex, jeweller. April 10; Smith and Co., solicitors, 13, Northumberland-street, Charing-cross, Middlesex.

TOWNSEND (Rev. Samuel Thomas), M.A., 5, Harley-place, Cavendish-square, Middlesex. March 10; T. Johnson, solicitor, 3, High-street, Marylebone, Middlesex.

TRIVETT (Mary), formerly of Russell-square, Middlesex, housekeeper to J. B. H. Esq., late of 7, Kenton-street, Brunswick-square, Middlesex, widow. March 16; Baker and Narnie, solicitors, 3, Crosby-square, London.

WADSON (Wm.), 76, Old Broad-street, London, and 60, Highbury New-park, Islington, Middlesex, stockbroker. March 25; Reyrone, Phillips and Lubbock, solicitors, 99, Cannon-street, London.

WALES (Mary), 49, Lansdown-road, Notting-hill, Middlesex, spinster. March 8; J. C. Butler and Son, Solicitors, 14, Fint, Feb. 24; O. Richards, solicitor, 16, Warwick-street, Regent-street, Middlesex.

WICKHAM (Wm.), 307, Camden-road, Middlesex, wine and spirit merchant. March 25; M. Shephard, solicitor, 27, College-street, College-hill, London.

WILLIAMS (Griffith), Castle-street, Conway, Carnarvon, plumber and glazier. April 1; Minshalls (and Parry Jones, solicitors, Oswestry, Salop.

WILLIAMS (Wm.), Merton-road, Bootle, who carried on business at Canada Dock, Liverpool, and late of Munster House, March 31; Wm. Morris, solicitor, 12, Harrington-street, Liverpool.

WOOD (John P.), Court Lees, near Whitstable, Kent, gentleman. April 6; Plummer and Fielding, solicitors, Bargate-street, Canterbury.

YOUNG (Geo., otherwise Geo. Rennie), formerly of Prospect House, Clarendon, Hertford, and late of Munster House, Fulham, a retired Captain in Her Majesty's 70th Regiment of Foot. March 9; Wadson and Maleson, solicitors, 11, Austinfriars, London.

REPORTS OF SALES.

Wednesday Feb. 10.

By Messrs. EDWIN FOX and BOWFIELD, at the Mart, Plumstead, near the station. — Freehold ground rent amounting to £568 per annum — sold for £11,870.

Thursday Feb. 11.

By Messrs. MARSH, YETTS, and MILNER, at the Mart, Kensington. — No. 1, Phillimore-gardens, with two sets of stabling, term 90 years — sold for £2800.
Kensington. — Nos. 1 and 3, Lillip-street, term 75 years — sold for £600.
No. 119, Lillip-street, term 74 years — sold for £250.
Essex, Dovercourt. — Leasehold ground rent of £18 per annum, term 92 years — sold for £230.

Messrs. McCulloch and Co. invite subscriptions for £550,000 in bonds of £100 and £200, bearing interest from the 1st April, at the rate of 6 per cent. per annum. The bonds are to form a prior mortgage on real estate in New York, the rental of which is said to be £79,628. A deed of trust and conveyance of the property by way of mortgage will be invested in trustees.

MAGISTRATES' LAW.

MIDDLESEX SESSIONS HOUSE.

At a recent meeting of the Metropolitan Board of Works, the Works and General Purposes Committee presented the following report upon the present unsatisfactory arrangements for receiving and removing prisoners at the Sessions House, Clerkenwell-green:

"Your committee have had under consideration the letter from the clerk of the peace for the county of Middlesex, suggesting that the board should enable the justices to make better provision for the reception of prisoners at the Sessions House, Clerkenwell, referred by the board on the 8th Dec. 1874 (No. 22). It is proposed to fence in and cover a portion of the side of the new street for the purpose of inclosing the prison van, which now sets down and takes up the prisoners in the open street, and also to extend the Sessions House over a covered approach for prisoners. The present practice of receiving and discharging prisoners is undoubtedly open to serious objection; and it appears that the inclosure can be conveniently formed, and will not injuriously affect the gradient nor cause any increased expenditure for works. The engineer has prepared a plan which is submitted herewith, and from which it is apparent that, although the larger portion of the lot of ground upon which the extension of the Sessions House is intended to be made is now public highway, for which the board pays nothing; yet a further portion forms part of the sites of two houses, which the board has agreed to purchase. Part of these sites, however, would, under the clauses of the Act inserted at the instance of Mr. Early Cook, be part of the new public highway; and your committee have had under consideration the question of asking for compensation in respect of so much of the land required as is now covered with buildings, but which is not required for the board's new street. The superintending architect has informed your committee that, considering the terms of the Act affecting the value of the land, the price that should be paid for it is, in his opinion, £1 per foot, irrespective of the amount of ground required; and your committee are of opinion that compensation on that basis should be sought from the justices. Your committee would suggest that the angle next the Lamb and Flag public-house be rounded off, and that the short street connecting the new thoroughfare with Clerkenwell-green be made 40ft. wide, instead of 35ft. It appears to your committee that the proposed arrangement, subject to the foregoing stipulations, would be of public utility, and they recommend the board to agree to it. Should this course be adopted, your committee further recommend that the necessary powers be obtained, if possible, by a clause to be inserted in the Various Powers Bill, which the board are about to promote in the present session of Parliament; and they further recommend that the elevations of the proposed buildings be subject to the approval of the superintending architect, and that the solicitor be instructed to communicate with the vestry of Clerkenwell and ask their views upon the subject."

Mr. Richardson said this was a matter of some importance. The present practice of receiving prisoners at the Sessions House was open to very great objection, as the police van could not get up to the place to unload or receive prisoners with safety, and frequent attempts had been made to rescue prisoners. It was felt that the justices should have some other means of pro-

tecting their prisoners, and it was therefore proposed that a building should be erected in which the van should be unloaded and loaded with safety. The proposed building would occupy a portion of Clerkenwell-green, and one of the new sites on the new street now in course of construction from Old-street to Oxford-street. This plan would cut off a corner where the Lamb and Flag public-house was situated, and Red Lion-street would be altogether stopped up. Altogether a very great improvement would be effected, but it could not be done without the consent of the local authorities and of Parliament, and it was hoped that the Bill would be passed in the present session.

After a few remarks from Mr. E. J. Thompson, Mr. C. H. Elt, and Mr. Le Breton, the report was approved and adopted.

MUNICIPAL LAW.

COURT OF QUEEN'S BENCH.

Friday, Jan. 23.

(Before Mr. Justice BLACKBURN.)

Ex parte GRAVES; Re THE MAYOR OF PETERBOROUGH.

Municipal corporations—Borough Funds Act 1872—Local Government Act 1858—Meeting of owners and ratepayers—Demand of poll—When it should be made.

When demand not in the interest of the owners and ratepayers, but vexatious, the court will not exercise its discretionary power to review decision of chairman.

THIS was a rule calling upon H. P. Gates, Esq., mayor of Peterborough, to show cause why a writ of *mandamus* should not issue directed to him as chairman at a meeting holden pursuant to the provisions of the 35 & 36 Vict. c. 91, commanding him to call a fresh meeting of the ratepayers, on the ground that the former meeting was a nullity, a poll having been demanded and improperly refused.

Gates, Q.C. (L. Gaches with him), now showed cause.—There are several formal objections, which according to the practice of the court must be taken in the first instance. First, the rule is wrongly entitled; secondly, by it the mayor is wrongly called upon to show cause why a fresh meeting should not be had of ratepayers, whereas the meeting was of owners and ratepayers, and a poll only was demanded—the rule should have been for a poll; thirdly, the application is by an uninterested person: (*Reg. v. Frost*, 8 A. & E. 822).

BLACKBURN, J.—The last is a good objection, if borne out by the facts.

Gates.—The rule was moved for upon the affidavit of one Sidney Ratcliffe Pollard, who is not a ratepayer, and who has no interest in Peterborough, but is clerk to Mr. Richard Dixon, an attorney of Bedford-row, London, who also has no interest in Peterborough other than that he is joint solicitor with Mr. Graves for the Water Bill. Mr. Pollard's affidavit states that he was at a meeting of owners and ratepayers summoned in manner provided by the Local Government Act 1858, and that Mr. Graves, being an owner and ratepayer in the borough, held up his hand against the resolution to sanction the opposing of the Water Bill, when the resolution was put to the meeting by the mayor, and that Mr. Graves afterwards demanded a poll and was told he was too late.

BLACKBURN, J.—How do you displace the facts alleged in Pollard's affidavit?

Gates.—By seven affidavits which distinctly negative the fact that Mr. Graves held up his hand against the carrying of the resolution.

BLACKBURN, J.—The affidavit of Mr. Pollard ought to have been made by Mr. Graves. The person applying for a *mandamus* should be a person interested, and Mr. Pollard is not; besides, Mr. Graves ought to have brought himself properly before the court, so that he might be made liable in costs.

Littler, Q.C. (Pembroke Stephens with him).—Mr. Graves has instructed me, and I appear in his behalf.

BLACKBURN, J.—That is not sufficient to enable the court to enforce payment of costs by Mr. Graves.

Gates said he did not fear the result on the merits and that, in taking the technical objections he had done first, he was only following the practice of the court.

BLACKBURN, J.—Your point (Mr. Gates) as I understand is that the affidavit in support is made by an attorney's clerk, who is not a person interested in the matter, and probably from his station not a satisfactory security for costs, and you contend that the real applicant should appear on the affidavit.

Gates.—Just so, my Lord.

BLACKBURN, J.—Now let us go to the merits; your third objection embraces one of the elements the court will take into consideration.

Gates.—The town council of Peterborough

having been called into existence last year, immediately set about the necessary steps for putting the Sanitary Acts in force, and the first thing they did was to engage an engineer to design proper works for carrying out the drainage of the town and for supplying it with water.

Littler objected to Mr. Gates making these statements, as they did not appear on the affidavits.

BLACKBURN, J.—Mr. Gates must confine himself to what is in the affidavits.

Gates.—Certainly. The report of the council's engineer on the water supply was published 5th Nov. last year, after which appeared notices of an intended application to Parliament, for leave to bring in a Bill to incorporate a company to carry out a scheme recommended to the corporation by their engineer, as an alternate scheme in the event of the failure of one less costly and from a source nearer home. The council had resolved that it was expedient in the interest of the town to oppose the Bill, and the meeting in question was called to consider that resolution, and to decide whether it should be confirmed. The mover and seconder of a motion that the resolution be adopted spoke upon the subject, a third person also addressed the meeting, and others asked questions which were answered. The mayor (as chairman) invited anyone to speak or put questions, and then put to the meeting the resolution, which was carried by nearly all present holding up their hands for and no hand was held up against. The resolution was then declared carried and the business over. After which Mr. Graves began to address the mayor, and was invited to the platform, when he urged that the real question had been shelved and demanded a poll. The mayor ruled that he was too late.

BLACKBURN, J.—You need not read all the affidavits. What do you say as a matter of law upon it?

Gates said if he was right upon the facts, namely, that Mr. Graves did not speak at the meeting and did not hold up his hand against the resolution, and that nobody in the meeting held up his hand against it, then the resolution was unanimous.

BLACKBURN, J.—It does not make the least difference whether it was unanimous or whether there was only one dissentient. The meeting did decide the question, and the chairman declared it carried.

Gates.—There was no suggestion at the meeting that the mayor had acted unfairly in deciding that the resolution was carried, and there was no immediate application for a poll.

BLACKBURN, J.—I think an objector is entitled to a poll if he demands it in due time, but your point is, Mr. Graves did not do so until the time was over. Upon this point and to this point only, let us hear what your affidavits say. How long was it after the resolution had passed that the poll was demanded?

Gates.—None of the affidavits state the exact time.

BLACKBURN, J.—It would be necessary to know as a matter of law, what time should elapse between the resolution being carried and the demanding of the poll.

Gates said he could not find any authority going to the exact time.

BLACKBURN, J.—If the resolution was declared carried, and the meeting was over, it would be too late to demand a poll; the affidavit for the rule, either intentionally or unintentionally, does not take that important point into consideration, nor has the mayor shown that any of the people had left, or that the meeting was otherwise over. It rather seems to me that the way in which the poll was demanded was more an indiscretion than anything else.

Gates submitted that the opposition was a vexatious opposition on the part of a solicitor to a private bill; that Mr. Graves, according to the weight of evidence, did not hold up his hand against the vote of the meeting until after it had been passed, and urged to the court that under all the circumstances the rule ought to be discharged.

Littler, in support of the rule.—The demand for a poll is not made until the necessity for it arises, that is, until one of the parties is dissatisfied with the show of hands.

BLACKBURN, J.—I do not collect from the affidavits that the meeting was over when Mr. Graves demanded a poll, and the question comes to be whether this was not a vexatious matter which the court in its discretion should stop.

Littler.—In order to show Mr. Graves' *bona fides* in the matter, he has authorised me to say that if your Lordship will let the rule go against the mayor, Mr. Graves will enter into recognisances before the master and give him such security as may satisfy him that Mr. Graves will pay all costs ordered against him.

BLACKBURN, J.—Mr. Graves ought to have brought himself before the court by making the affidavit for the rule.

Littler.—The reason why Mr. Graves did not make the affidavit himself was that he wanted to bring the matter as early as possible before the court, so that, if the rule was granted and the poll went against him, the town council might still be in a position to oppose the Bill in Parliament. It would be much safer for all parties concerned that a poll should be taken, which would be done by polling papers at very little expense.

Gates.—I am told £200 or £300.

Littler.—The fact of 1000 people being present at the meeting did not show the true feeling of the town, as there would be at such meeting many persons not ratepayers, and who cared nothing about the result. The advantage of a poll is that none are allowed to vote except those who are entitled. Mr. Graves could have no sinister or personal motive in demanding a poll. He was an inhabitant and ratepayer, having the interest of the town of Peterborough at heart, and his only desire was to ascertain whether his fellow townsmen were of the same opinion as himself. For the sake of all parties, and considering the undertaking his client had proposed to give as to costs, he could but urge the court to make the rule absolute.

BLACKBURN, J.—It is clear that a person applying for a writ of *mandamus* must show that he has a real interest in the subject of it, and that he is *bona fide* in making his application. Judging from the facts before me, which are very meagre on both sides, I think Mr. Graves did rise before the meeting was over to demand a poll, and strictly, therefore, the poll should have been granted; but then it is necessary that a party applying for a *mandamus* should, in the first instance, show that he is really applying in the interests of the owners and ratepayers. It ought also to be shown by affidavit who is the real applicant, in order that he may be made responsible for costs. In the present case, the affidavit in support of the rule is unsatisfactory, and I do not think the application is made in the real interests of the ratepayers at all. I think Mr. Graves is not entitled to a *mandamus*, and the rule must therefore be discharged. As costs are not asked for by the rule, there will be no order for the costs of showing cause against it.

THE KENDAL MUNICIPAL ELECTIONS CASES.

(Before GEORGE M. DOWDESWELL, Esq., Q.C., at the Town Hall, Kendal.)

Jan. 12 and 13.

CAMPBELL AND OTHERS v. WILSON AND BRAITHWAITE.

MCKAY AND ANOTHER v. THOMPSON AND ANOTHER.

Disqualification of councillors of borough for breaches of the provisions of the Corrupt Practices (Municipal Elections) Act 1872 (35 & 36 Vict. c. 60, ss. 5 and 7.)

THE 5th section of the above mentioned statute enacts—"If it is found by an election court acting under the provisions of this Act, that a candidate has by an agent been guilty of any corrupt practice at an election, or that any act hereinafter in this Act declared to be an offence against this Act has been committed at an election by a candidate or by an agent for a candidate with the candidate's knowledge and consent, the candidate shall during the period for which he was elected to serve, or for which, if elected, he might have served, be disqualified for being elected to and for holding any municipal office in the borough for which the election was held, and if he was elected his election shall be void."

The 7th section enacts—"No person who is included in a register for a borough or ward thereof as a burgess or citizen shall be retained or employed for payment or reward by or on behalf of a candidate at an election for such borough or ward thereof as a canvasser for the purposes of the election. If any person is retained or employed by or on behalf of a candidate at an election in contravention of this prohibition, such person and also the candidate or other person by whom he is retained or employed shall be deemed to be guilty of an offence against this Act, and shall be liable on summary conviction before two justices of the peace to a penalty not exceeding ten pounds. An agent or canvasser who is retained or employed for payment or reward for any of the purposes of an election shall not vote at the election, and if he votes he shall be guilty of an offence against this Act, and shall be liable on summary conviction before two justices of the peace to a penalty not exceeding ten pounds."

The first petition was presented by four burgesses, and among other charges that were not gone into, alleged that the elections of the respondents were null and void on the ground that they had jointly and severally by themselves and by their agents, retained and employed for payment and reward, burgesses on the burgess roll and ward lists of the borough, as canvassers.

agents at the last election of common councillors, at which election the respondents had been elected members of the council.

The second petition was in substance the same as the first, but was filed by the two defeated candidates, and claimed the seats on the ground that each of those candidates had obtained a majority of lawful votes. The claims to the seats were not persisted in at the trial.

Torr, Q.C. (Northern Circuit) and H. L. Buck (Home Circuit), were counsel for the petitioners in each case, and Biron (Home Circuit) for the respondents.

In opening the case of *Campbell and others v. Wilson and Braithwaite*, the petitioners' counsel called attention to the judgment of Lord Coleridge in the case of *Maudslayi v. Lawley* (43 L. J. 107, C. P.), and detailed the facts that had led to the presentation of the petitions.

Buck then called the Town Clerk of the Borough, who produced the counterfoils of the ballot papers, and the marked lists of voters used at the election. These documents showed what burgesses had voted without disclosing for what candidate they had voted. They also showed that many of the burgesses employed for reward by the respondents in each of the petitions had voted at the last election of councillors, held in Nov. 1874, and evidence was given by a witness who had acted as chairman of the respondent's committee, which proved that on many occasions the respondents in the petitions (except the respondent Braithwaite) had attended various meetings at which the burgesses who were employed as canvassers also attended, and had sanctioned their employment as canvassers at the rate of about 6s. per day, and that the canvassers so employed were afterwards paid by the agents of the candidates.

The learned COMMISSIONER, in giving judgment said there was no doubt that the respondent Wilson, in the first petition, and the two respondents (Thompson and Bateson) in the second petition, had consented to the illegal retainer employment, and payment of burgesses as canvassers for reward, and although they might have done it innocently and in ignorance of the law, yet, having contravened the provisions of the Act of Parliament, they must take the consequences and lose their seats. *Ignorantia legis neminem excusat*. His Honour thereupon declared the election of Messrs. Wilson, Thompson, and Bateson null and void, and ordered them to pay costs. The petition against Mr. Braithwaite was dismissed with costs, the evidence against that gentleman not having, in the opinion of the Commissioner, identified him personally with the illegal acts of his fellow candidates, nor shown that he was aware of the employment of any burgesses as paid canvassers or agents.

Petitioners' solicitors, Edmund Warriner; F. W. Watson, Kendal.

LEGAL NEWS.

DR. KENEALY.

We take the following from the *Englishman* :—

INCIDENTS IN DR. KENEALY'S LIFE.

It is well known in legal circles that Dr. Kenealy, if he had not been disbarred by the Gray's-inn ratteners, was to have held this brief for the Guicowar. So that, in addition to his other persecutions, he has lost this fee of six thousand guineas. . . . By the conduct of the Benchers, this unhappy and ill-used prince has lost the only man at the Bar who would have served him well and faithfully.

The feeling almost of adoration in which Dr. Kenealy is held throughout England was curiously illustrated at Stoke, where a noble lady, with her son, came from Cheshire, and she immediately fell on her knees, and kissed his hand, while tears were in her eyes, and her voice trembled with emotion. Dr. Kenealy was deeply and marvelously affected. He was so overpowered that he could not speak for some time; but when he did he presented Mr. Guildford Onslow to her, whose hand she shook heartily. The whole scene was one that never can be forgotten. Dr. Kenealy, after that, proceeded with his lecture to the great audience in the Town-hall, which was thronged to suffocation. He was followed by Mr. Guildford Onslow. The usual petitions for the removal of the three judges, and the abolition of Gray's Inn, followed; and an unanimous vote of confidence in Dr. Kenealy as the candidate for the borough was passed amid universal applause. His hand was then shaken by about 300 of the audience, until he was obliged to give in.

WHAT DR. KENEALY IS GOING TO DO IN PARLIAMENT.

He will go to Parliament, not to be the flunkey of either the apostate Jew, or the renegade Protestant, but to represent England and English welfare; and, above all, the working classes, who want a man, and have him here at hand, with the

fire and force of Milton, and the intrepidity of Cromwell, to meet and fight despotism. Dr. Kenealy goes to the House of Commons with the express determination to destroy the Whig and Tory conspiracy against the people; to found, with the assistance of the Magna Charta Association, a great, powerful, honest, and determined English party, of fifty or a hundred people's representatives; and, with these under his banner and leadership, to sweep away for ever the two family factions who have possessed themselves of England so long, and so loaded her with debt, that even to live becomes a matter of the hardest difficulty. And let no man despair that Dr. Kenealy can do this. This man showed himself in the court at Westminster to be an avalanche, who bore all before him; and we believe that, within ten years he and his Magna Charta will rule England, for the people, and the people only. Oh! what a splendid consummation this will be. Let the working classes bear in their thoughts, that there are, in this man's mind, a hundred measures teeming for their benefit; that the force of thousands in the house of corruption cannot put him down; that as he tamed the three judges, and kept them down like three cats, that hardly dared to mew in his presence, so he will master these right honourable humbugs who delude the people, and pass the wicked laws under which they groan. He is a mighty army in himself, and will carry all before him in Parliament, like Mirabeau in France, or Chatham in England.

THE SUSSEX ASSIZES are fixed to be held in Lewes as usual and not transferred to Brighton.

NEW MAGISTRATE.—The name of Mr. Robert Crosskey, High Constable of Lewes, has been added to the Commission of the Peace for Sussex.

ADMIRAL HOENBY has been sworn in a Justice of the Peace for the county of Middlesex and the City of Westminster.

THE political world is just now agitated by reason of the return to Parliament of Dr. Kenealy and Mr. John Mitchell. It is a remarkable coincidence that while the one was a barrister, the other was a solicitor.

THE MISSING SOLICITOR.—Large handbills have been posted at the different police stations, offering a reward of £100 for information which shall lead to the apprehension of Mr. Sutton John Elliott, the late clerk to the Urban Sanitary authority, Portsmouth.

THE APPELLATE JURISDICTION.—The Duke of Beaufort, the Duke of Buccleuch, and the Duke of Northumberland have joined the committee for preserving the jurisdiction of the House of Lords as a court of final appeal for the United Kingdom. The committee now consists of 100 members.

PURSUANT to an Act passed in the session of 1868 (31 & 32 Vict. c. 71), Her Majesty, on the representation of the Lord Chancellor, may, by Order in Council, confer Admiralty jurisdiction to a certain extent, and under certain restrictions declared in the Act, on any County Court. Under this Act, thirty-seven County Courts and the City of London Court have been appointed to have Admiralty jurisdiction.

THE SOLICITOR TO THE TREASURY.—Mr. Augustus Keppel Stephenson has been appointed to the Solicitorship to the Treasury, vacant by the death of Mr. John Gray, Q.C. Mr. Stephenson was called to the Bar at Lincoln's-inn in Hilary Term, 1852, and has held the office of Assistant Solicitor to the Treasury since June 1866. He was formerly a member of the Norfolk Circuit.

DEMURRAGE ON CRAFT.—A conference of merchants, shipbrokers, and agents (called on the circular invitation of Messrs. E. E. Jones, Searle, and Co.), was held at the London Tavern last week to take into consideration certain recent legal decisions affecting the question of demurrage on craft. The meeting, which was a crowded one, was addressed by some of the leading shipbrokers and merchants, and resolutions were carried involving the appointment of a special committee to go into the whole subject and report to an adjourned meeting to be held at an early date.

CONVICT PRISONS.—Ten prisons are in use for convicts under sentence of penal servitude. At Brixton, Chatham, Dartmoor, Parkhurst, Pentonville, Portland, and Portsmouth males only are received. In Millbank and Woking there are both males and females; Fulham Refuge being the only prison exclusively for females. The following abstract from the returns shows the number of convicts under confinement during the year 1873-4, their disposal, the number remaining at the end of the period, and the daily average number under confinement, for the whole of the ten prisons. Undergoing sentence at commencement of the year—Males, 8495; females, 1189; total, 9684; received from county and borough prisons, &c., males, 1676; females, 316; total, 1992. Total in the year, males, 10,171; females, 1505; total, 11,676.

SANITARY LEGISLATION.—On Thursday week a deputation, consisting of the mayor and members of the corporation of Birmingham, waited upon the president of the Local Government Board at Gwydyr House, to ask that there might be inserted in the measure to be introduced by the president in Parliament a clause enabling municipal corporations and other sanitary authorities to supply water within their jurisdiction for public and sanitary purposes. The deputation had a long interview with the president, who promised to take the matters laid before him into serious consideration, and thanked his visitors for the many valuable suggestions they had given him.

THE TIMES recently published a long letter from "A Dublin Solicitor," upon the subject of "The Irish Judicial Bench," and particularly in relation to the Landed Estates Court; in conclusion he observes: "While I give the Bar every credit for the unselfish and spirited manner in which they have rallied at this crisis in defence of 'public interests,' still I cannot help thinking that their arguments would not be less effective if they were somewhat better supported by figures than they have hitherto been. The barristers avoid figures; they produce none of their own, and they hint that those supplied by the Landed Estates Court to Parliament are not trustworthy. If they really believe in the inaccuracy of the returns which have been made, would it not be well for them to demand a searching investigation, unless it be that the searching investigation is what they dread most of all?"

LORD ST. LEONARDS' SECRET.—A charming letter from old Lord St. Leonards is published. Somebody wrote to him once congratulating him on his good health and saying that he seemed to have the secret of long life. In reply he wrote as follows:—"Your kind present will be a great ornament to my library. I must altogether disclaim the possession of the secret of long life. My own great age—in my 91st year—is singular in this respect; its operation on the two classes to which I belong. I am the oldest peer in the House of Lords, and, therefore, I am called the father of the House, I am the oldest member of the Bar and therefore I am called the father of the Bar. After so long a period, never withdrawing from the duties attached to the position which I have occupied I have ultimately retired from public life, but still find myself called upon to exercise the faculties of which a kind Providence has left me in possession. I lead a life which seems likely to extend itself. I enter into no speculation, and have nothing to agitate me. I avoid all luxurious living, and limit myself to a moderate quantity of wine. I go early to bed, and my moderation is rewarded by a good night's sleep. I get up early, and am always down to a nine o'clock breakfast. I pass much of my time in reading. I live a happy life, for which I thank God, and submit myself to His guidance and mercy. This, then, is all the secret which I possess of long life."

AMENITIES OF THE BAR.—On the trial of the municipal election petition, Mr. Collins was the leading counsel for the petitioners, and Mr. Cole, Q.C., for the respondent, and there were some sharp passages between these gentlemen. Mr. Collins having remarked that a certain fact was what he wanted to bring out, Mr. Cole retorted:—"You are a devilish long time bringing it out."—Mr. Collins: A member of Parliament and a Queen's Counsel uses such language as this!—Mr. Cole: Perhaps I ought not to have said this.—The Commissioner: I think you should not have made the remark. I see Mr. Collins's drift.—Later on Mr. Collins asked for certain coal tickets, and said he thought they were the other side (near Mr. Cole). The tickets were handed to him by the Registrar, who had them in his possession.—Mr. Cole: You have them in your hand.—Mr. Collins: You can say that when you see them in my hands.—Mr. Cole (angrily): You say I am telling a lie then. I advise you not to do so again.—Mr. Collins: I made no such imputation.—Mr. Cole: You did, sir; and you had better not do so again.—Mr. Collins: You get out of temper, and swear, and then say I make an imputation, which I do not.—Mr. Cole: If you do not behave yourself, I shall ask his Honour to keep you in order.—Mr. Collins: His Honour will tell me if I am wrong. I made no imputation.—*Portsmouth Times*.

A PLEA FOR "OLD OFFENDERS."—A feature in police reporting is becoming so common, and, we may add, so serious, that it is time attention was directed to it. We refer to the announcement in newspapers, at the time of the committal of a prisoner for trial, that he or she has been previously convicted. Only last week a man was sent for trial at the next assizes for Hampshire, charged with a crime the conviction of which would necessarily be followed by a long term of penal servitude. In reporting the case, we observe that a newspaper circulating in the district in which the crime was committed announced that the prisoner has been previously charged with a similar offence and acquitted. The impor-

tance of such a statement, in a case in which the evidence is purely circumstantial, need scarcely be pointed out. That it is entirely opposed to that spirit of fair-play by which our criminal procedure is characterised must be equally obvious. The law is far more considerate. When a prisoner who has been previously convicted is arraigned on a specific charge, all evidence of such previous conviction is, as a rule, excluded from the jury until their verdict has been recorded. We say "as a rule," because we remember a case some ten or a dozen years ago in which a prisoner called witnesses to testify to his good character. Unhappily for him, however, he was not altogether a stranger to the criminal courts. The Chairman of Quarter Sessions, before whom the trial took place (a distinguished Q.C.), thought it right that the jury should not be misled as to the character of the man before them, and accordingly, before their verdict was given, had a previous conviction proved against him. The man was found guilty and sentenced. Speaking generally, however, it may be stated that so impartial is the law that it jealously guards a prisoner when on his trial from any prejudice which might be created by knowledge of his previous character, and assumes everybody to be innocent till proved to be guilty. Nothing, therefore, can be more contrary to the spirit both of law and justice than the announcements to which we have directed attention. The newspapers, however, are not always solely responsible.—*Hants Telegraph*.

THE REGISTRATION OF LAND TRANSFERS.—Sir E. K. Karlake, Q.C., writes to the *Standard*:—"I observe that some of the daily papers have during the present week found fault with the Lord Chancellor for declining to support compulsory registration of transfers of land. I have no hesitation whatever in saying that in adopting this view his Lordship has exhibited his usual sagacity. I had a large practice as a conveyancer for twenty years until I became one of Her Majesty's counsel, and it is clear to any one who understands the subject practically that a compulsory registration would be most onerous to persons interested in small dealings with land. I have known several instances where a country solicitor possessed of capital has lent money to numerous small proprietors in his immediate neighbourhood on mortgages of their land. At the end of a year or six months (as the case may be) the interest is in arrear, and a further advance is moreover required. If the expenses of registration were added to those necessarily incident to these transactions the poor farmer would be ruined very soon indeed. But the able and learned men who design Acts of Parliament relating to the transfer of land are too apt to address their thoughts to the cases in which large properties only are involved, and which come under the notice of these legal luminaries, and to overlook the smaller transactions which take place daily in the country. I have not yet fallen in with a single country solicitor (and I am in the habit of talking with many when I spend a day in the country) who approved of the compulsory registration of deeds. But at the same time I must not be supposed to consider our system of transfer of land as perfect. It is, on the contrary, very faulty, and loudly calls for reform, and, in particular, the simplification of conveyances, and the abolition of the idle and costly prolixity which at present disgraces them, ought to be insisted on."

AN ENERGETIC LOCAL BOARD.—A bit of very sharp practice between some citizens of Bristol and the sanitary authority of the city has just been made public. Two or three miles of tramway have been lying idle in Bristol for a couple of years, and a London company having now promised to work it if allowed to lay down a connecting line, of course the sanitary authority and town council are very anxious to secure the passing of the Bill giving permission for the new section. The only opposition comes from a firm of brewers at Lawrence-hill, and is based upon a section of the Local Government Act, which provides that no tramway shall be laid in a roadway which is less than a given number of feet wide. Lawrence-hill is narrower than the Act prescribes, and the opposition of the brewery company therefore threatened to be fatal to the completion of the tramway scheme. On Friday week the opponents of the line were surprised to find that, in order to defeat their opposition, the sanitary authority had set men to work to tear up a portion of the width of the pavement, so that the road should be of the requisite breadth. They at once posted a solicitor to London to obtain an interim injunction against the work being continued, and this was obtained, though not without difficulty. A copy of the injunction was served upon the clerk to the sanitary authority about ten o'clock on Monday morning; and as it had to be argued on Tuesday morning he left by the midday express to obtain the assistance of counsel, the city surveyor following by the next train. The rule on Tuesday was argued, and the injunction dissolved by the Master of the Rolls. The result was telegraphed to Bristol, and the men

immediately set to work to pull up the remainder of the pavement. By the time Colonel Tyler arrives in Bristol to hold an official inquiry into the subject of the proposed tramway, the road will be of the requisite width, and the only opposition to the scheme will thus have been overcome.

BRUTAL ASSAULTS AND THEIR CURE.—A blue book just published contains reports to the Home Secretary on the state of the law relating to brutal assaults, &c. In reply to a circular from Mr. Cross, dated the 15th Oct. last, asking for information as to the prevalence during the last four years of what may be termed brutal assaults as distinguished on the one hand from trifling assaults, and on the other from indecent assaults, Colonel Henderson, the Commissioner of Police for the Metropolis writes under date the 22nd ult.—"No record has been kept distinguishing 'brutal' from common assaults, but the figures in the return may be taken as approximately correct, the police, in preparing them, having been guided by the severity of the sentences and the memory of the officers concerned in the cases. The assaults on women and children show a steady and continuous increase from 280 in 1870 to 351 in 1874. The assaults on men appear to have fluctuated, having been only 316 in 1873 as against 309 in 1870, though they increased to 391 in 1874. The causes to which the prevalence of this class of offence are to be ascribed appear to be:—1. Intoxication consequent, to some extent, on increased earnings. 2. The wretched dwellings of the poorer classes, and the absence of any provision for their comfort and amusement. The more experienced officers of the metropolitan police advocate, as a rule, longer sentences of imprisonment and the infliction of corporal punishment, especially in the cases of brutal assaults on women and children. I believe that the punishment of flogging, if awarded after a trial by jury, would to a certain extent act as a deterrent. A permanent improvement must be sought for in the moral influences brought to bear upon the lower classes (to whom these crimes are almost entirely confined), by improved education, decent dwellings, and consequent habits of order and thrift. The offence known as garrotting has practically ceased. The opinion of the police appears to be that corporal punishment has tended very much to assist them in the suppression of this class of offence. There seems, however, some reason to believe that this peculiar offence was confined to a very limited class of persons."

ASSAULT ON A SOLICITOR.—William M'Sheeham, of 43, Finsbury-square, and Mr. John Moss, of 222, Gresham House, Old Broad-street, were summoned before Mr. Hannay, to answer a charge of having assaulted Mr. James Russell Miller. Mr. Moss did not appear. The complainant stated that he was a solicitor, living at 21, St. Mark's-villa, Downs-park-road, Hackney. His offices were in Dean's-court, Doctors'-commons. On the 29th ult. he went to the offices of the defendant, Mr. M'Sheeham, to get discounted a bill for 300*l.*, drawn by Mr. Moss, and accepted by Mr. W. M. Torrens, M.P. The defendant wished to make inquiries, and witness left the bill, the defendant giving him a memorandum (produced), and telling him that the bill or the money should be had on the following day. On the 30th he went again to the office, accompanied by a Mr. Gregory, from whom he had received the bill. The defendant entered after they had waited a short time, and brought with him the other defendant, Mr. Moss. Mr. Moss was the drawer of the bill, and the defendant M'Sheeham introduced them. Witness said he had nothing to do with Mr. Moss, but only wished to treat the business in a business manner. The defendant then said that he should not give him up the bill nor discount it. They left, but shortly afterwards returned, witness having found that the wording of the memorandum required him to make a formal demand for the return of the bill. Directly he had entered he made the demand, but the defendant, springing from his chair, rushed at him, and seized him by the throat and collar. He was then thrust out into the passage from the office, and in the passage the defendant, M'Sheeham, struck him a blow under the ear. He was almost stunned, and his hat was crushed. Mr. Moss assisted in pushing him out.—Corroborative evidence was given. For the defence, the office boy to the defendant was called. The defendant's solicitor then asked for an adjournment, because he said he should call Mr. Moss. Mr. Hannay refused to grant an adjournment, remarking that there was, no doubt, more in this case than had been allowed to come out in evidence. He inflicted a fine of 30*s.* and 23*s.* costs.

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the Field, Dec. 13, 1873. Price 2*s.* per gallon. Finest Rock Oil, 1*s.* 4*d.* per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 1*s.* per cwt.—[Adv't.]

COUNTY COURTS.

CHESTER COUNTY COURT.

Thursday, Feb. 11.

(Before HOBART LLOYD, Esq., Judge.)

CARR AND OTHERS v. ANKERS AND ANOTHER.

Equity—Will—Administration.

HIS HONOUR, in giving judgment, said.—This is a suit in which the plaintiffs, as devisees under the will of one Ann Gregory, deceased, pray that the defendants, who are the executors of one James Williams, also deceased, may be ordered to bring into court a sum of £200 and interest thereon, to be administered in accordance with the will of Ann Gregory. The circumstances under which the claim is made are as follow: In the year 1822 a settlement of certain property was made upon the marriage of one George Gregory with Ann Carr—the husband bringing some houses and land belonging to him into settlement, and Ann Carr bringing in a cottage and field, as well as the sum of £200, in respect of which the present suit is instituted. The trustees under the settlement were James Williams (of whom the present defendants are executors) and one William Ledsham. Nothing in the present case turns upon the property which belonged to George Gregory; but with respect to that which belonged to Ann Carr, the settlement provided for a life interest in Ann Carr, and then to such persons as she should by deed or will appoint. It further provided, that from the decease of Ann Carr, and no appointment made, her property should go to the husband for life, after his decease to the children of the marriage, and in default of children to the executors and administrators of Ann Carr. It appeared from the evidence taken in the case that shortly after the marriage in 1822 the trustees allowed George Gregory to receive the £200, and that he expended it in stocking a farm. There were no children, and in the year 1848, very shortly before her death, Ann Gregory made a will, in which she said that she desired to make a "further disposition" of her "property now settled by marriage writings" on her husband for his life, and expressed a "wish" that after his death her "property should go to the use and benefit of Richard Carr, that is to say, the annual interest arising from it for his life, and at his decease the whole to be disposed of by sale to the highest bidder, the whole comprising the house, garden, with shippon, &c., and the proceeds to be divided in equal portions," &c. Now the question is the present case is whether this provision in Ann Gregory's will is a valid exercise of the power of appointment contained in the settlement of 1822, so far as relates to the £200. Several other objections were raised by the defendants which it may be convenient first to dispose of. In the first place, it was objected that the representatives of the other trustees under the settlement (William Ledsham) should have been made parties to the suit, as the alleged breach of trust occurred while they were jointly acting as trustees. But it is clear that each of the trustees, who are jointly implicated in a breach of trust, is responsible for the entire loss, and a *cestui que trust* may proceed against any or either of them, singly or separately; and the trustee so compelled to make good the loss may seek contribution from the others in another suit. Secondly, it was objected that a person named Mescock, who had been appointed by the court a trustee under the will of Ann Gregory, should have been a plaintiff in the suit. As to this, however, the court has power to amend by adding the name, and such power would, if necessary, be exercised. Then it was further objected that the plaintiffs had been guilty of *laches* in delaying to bring this suit, and ought not, therefore, to have the relief they pray for. As to this, it must be remembered that until the death of George Gregory, which occurred comparatively recently, the plaintiffs had no interest in the matter, and since his death they appear to have taken such steps as they could to enforce their rights. There only remains, therefore, the question which I have already mentioned, viz., whether Ann Gregory has, with reference to the sum of £200, duly exercised the power of appointment given to her by the settlement. If she has, the plaintiffs are entitled to succeed; if she has not, there being no children of the marriage, and the executor of the will of Ann Gregory being renounced, the £200 went absolutely to George Gregory. Now having regard to the terms of Ann Gregory's will, and the state of circumstances existing at the time, I am of opinion that her will is not an exercise of the power, so far as the £200 is concerned. It must be borne in mind that Ann Gregory, when making her will in 1848, knew that her husband had received and had spent the £200 many years before, and that she knew also that it was necessary that she should make some appointment with reference to her property, or it would go absolutely to her husband. She is evidently desirous that this should not be so, but that, although she wished

her husband to have the benefit of her property during his life, it was her desire after his decease, to benefit her brother Richard Carr and his family. She accordingly appoints her "property" to her husband for life, and afterwards to her brother. She goes on to describe what she means by her "property," and she uses the words "that is to say, the house, garden," &c.; and then she gives a direction which is inapplicable to money, viz., that "the whole shall be disposed of by sale to the highest bidder." &c. Now, taking these words in their natural and ordinary sense, and gathering the intention of the testator from the expressions in the will, with the surrounding circumstances, I cannot resist the conclusion that Ann Gregory, knowing as she did that her husband had long ago spent the £200, advisedly made no appointment as to that money, but limited the appointment she made to the real property, giving him a life interest in that, with remainder to her brother's family. That being so, I think the plaintiffs have no title to the £200, and that the present bill must be dismissed. I do not, however, dismiss it with costs, because I think the question was one which might be fairly raised, and I am influenced in this decision to some extent by the fact, that at all events between the years 1822 and 1848, when Ann Gregory died, the trustees were guilty of a breach of trust in allowing the money to remain in the hands of George Gregory. I think, therefore, upon the whole, that each party should pay their own costs.

SWANSEA COUNTY COURT.

Thursday, Feb. 11.

(Before T. FALCONER, Esq., Judge.)

PROPRIETORS OF PLYMOUTH PIER v. OWNERS OF IRON STEAMSHIP "PIONEER."

Admiralty—Damage to pier—Claim in rem.
R. W. Smith for the plaintiff, and Beor (counsel) for the defendants.

His HONOUR gave the following decision: The claim sued for was occasioned by one of those remarkable instances of the mismanagement of steam vessels, which to those who are either seamen or not seamen appear to be inexplicable. On a very fine day in Dec. 1873, between one and two o'clock in the afternoon, the screw iron steamer the *Pioneer* was in the Cut-water at Plymouth, and instead of being steered out to sea, was taken up the river out of its course, and ran with great force against a stone pier some 30ft. wide, with a wall 5ft. thick. One of the consequences was the storage as a timber quay was taken away, and the quay could not be used. Mr. David Banks, an owner of the pier says he was alongside of the steamer within half an hour of the accident, and spoke to the captain, who asked him to compromise. The repairs took two and a half months to complete, as the work could only be done at low water tides. The damage was estimated at £240 by half-past five o'clock of the same day. Mr. Banks took the name of the vessel, but she was not arrested until Nov. 1874. He instructed his solicitor immediately that the captain left, and caused inquiries to be made. The broker told him he had sailed for Swansea, and this was all the information which he gave. Mr. Banks says the vessel was chiefly engaged in the coasting trade, and that he examined the *Shipping Gazette* to ascertain about her. He was asked if he did not know she had been three times since the event to Plymouth, and he says she came in one day and sailed the same night, and was mentioned in the paper the next day. The vessel is one of 180 to 200 tons, and registered at 154 tons. There appears to have been no excuse for the injury that was done. Joseph Bevan says that he waited for a boat to come off, and wished to give the least possible distance. "We had nothing to do," he says, "but strike the wall." There was evidently a miscalculation. He says he saw Mr. Banks and gave him the name of the ship, of the owner, where he was bound, and his own name. He gave as the address of the owner, "Scott, Duffryn Colliery, Old Broad-street, London;" and on clearing the Customs, he gave "Neath" as his destination. Three times since he had been at Plymouth, and on these occasions he was there thirty-six, twenty-four, and twelve hours; but on these occasions he was calling there. He had been to Neath twenty-three times since the accident. At Neath his vessel lay in the river. He admits that he asked Mr. Banks to compromise, and told him to put in his claim. "The broker told Mr. Banks not to look to us for payment, as it was important to us to proceed to Neath. The vessel was in ballast. He reported to his owners that he had done the mischief, and heard nothing from that day to the day the vessel was arrested. He did not know but that the matter was settled. He had since 1873 been from Cardiff to Rotterdam, and he trades to Belfast. He says he did not go away in order to avoid the plaintiff, and that he had been as long as five days at Neath. It was contended that there had been laches in the delay to pursue this claim against this ship which had permitted

a transfer without notice of the ship to be made during the months which had elapsed, and that in consequence the owners of the pier were precluded from the adoption of the present process against the ship. The chief case cited was that of *The Europa* (8 L. T. Rep. 1; and 1 Mar. L. Cas. 337-420.) The general rule of law is that if reasonable diligence has been used and the proceedings are had in good faith, the lien, in respect of the damage, may be enforced on whoever has possession of the vessel which has done the damage; and "reasonable diligence" was held to imply, not in the doing of everything that was possible, but in the doing of that which, under ordinary circumstances, and with regard to expense and difficulty, could be reasonably required. In that case the collision occurred in Nov. 1859, and in Nov. 1861, the *Europa* came to Liverpool, where she was advertised four times for sale, and was sold to one of the defendants, who subsequently sold shares in her to other defendants. She left Liverpool in Dec. 1861, and returned there in June 1862. She stayed there until July, then sailed, and returned again in Jan. 1863, when she was arrested. The action was entered in the High Court of Admiralty 1860. It was held that, under the circumstances, the claim had been pursued in good faith and with reasonable diligence; yet three entire years had passed from the time of the collision to the arrest of the vessel. We have no dates given to us in the case before me of the several voyages which took place between December 1873, and November 1874, when this suit was instituted, but we have had proved this fact—namely, that the actual cost of the repairs was not ascertained until the beginning or the middle of March. The vessel had been moving about from place to place with considerable despatch, inasmuch as it had been more than twenty times at Neath, had been to Plymouth three times, and to Rotterdam once. The captain tells us that the owner had notice of what had happened. Who was the owner in December 1873? On the 19th September 1873, Adam Scott was assignee of a bill of sale; 22nd July 1874, mortgage by Scott to Pasey; 15th October, Scott to Dynevor Company; and same day, 15th October 1874, to Hamilton and Pasey. It is impossible to draw the conclusion that there has been such laches as to discharge the lien on the vessel in respect of the injury done to the pier on account of not instituting these proceedings until November 1874.

The claim on the part of the plaintiffs was for £127, and judgment was given for this amount. In the case of *The Excelsior* (L. Rep. 2 Adm. 268), the ship was held liable for damages done to the Falmouth breakwater.

W. R. Smith appeared for the plaintiff, and B. Rowlands for the owners of the vessel.

BANKRUPTCY LAW.

SUNDERLAND COUNTY COURT.

Tuesday, Jan. 26.

(Before R. K. A. ELLIS, Esq., Registrar, acting as Judge.)

Re JOHNSON.

Bankruptcy—Infant—Liability to adjudication.

This case was fully argued last month.

Steel, solicitor, appeared for the debtors.

C. Smart for the petitioning creditor.

The case was adjourned for argument, which the REGISTRAR to-day gave as follows:—This is a bankruptcy petition presented by J. F. Gibb against Messrs. C. and Johnson, who are described as shipowners carrying on business at Sunderland. It is founded upon a debtor's summons issued against them as traders for the sum of £275 19s. 7d. alleged to be due from them to the petitioner for work and labour done, and materials provided, as per account rendered. The work consisted of repairs done to the ship *Isabella*, of which the debtors were the registered owners, in September last; and the debtors filed a notice, in which they stated their intention of disputing the petition and the statements therein contained on the following grounds, viz.: 1. That the said C. is an infant and under the age of twenty-one years, and that the said C. and W. W. Johnson are not indebted to the petitioner as in the said petition set out. In support of this contention an affidavit has been filed which, with the certificate of registration of birth thereto annexed, has satisfied me that C. is under age as stated, and therefore, so far as he is concerned, the question for me to decide is whether, under the circumstances disclosed on the hearing of the petition, he can, notwithstanding his infancy, be adjudicated a bankrupt. This involves two points:—1. Whether, under any circumstances, an infant may be adjudicated; 2. If so, whether such a case is made out by the petitioner. As to the first point there seems to have been always some difference of opinion, for, although cases did actually occur

prior to the Act of 1861, in which infants were adjudicated, and in which applications to supersede the commission on the ground of infancy were refused (*Ex parte Moule*, 14 Ves. 602; *Ex parte Watson*, 10 Ves. 205; *Ex parte Bates*, 2 M. D. & D. 337; *Ex parte West*, 3 De G. M. & G. 198), it was held in *Belton and Hodges* (9 Bing. 365) by the Court of Common Pleas that inasmuch as the Bankruptcy laws then in force extended only to traders, and as an infant could not be made liable upon contracts entered into by him in the course of trade, a commission against an infant was not merely voidable but void: (See *Thornton v. Illingworth*, 2 B. & C. 824.) The Act of 1861 did away with the distinction between traders and non-traders, so far as to bring both classes equally within the operation of the law. It was held accordingly by Serjeant Wheeler, in the County Court of Liverpool, that an infant might petition for adjudication against himself (*Re Smedley*, 10 L. T. Rep. 432), a decision which was followed by Mr. Commissioner Winslow in *Re Purser* (19 L. T. Rep. N. S. 23), and more recently by Mr. Stonor, the judge of the Wandsworth County Court, in a case under the present Act (*Re Landon*). It appears to me, however, that so far as the present case is concerned the distinction between traders and non-traders cannot be disregarded. This is a bankruptcy petition founded upon a debtor's summons, in which the debtors were described as traders, and by the length of notice given to them were dealt with as such, and the debt was a partnership debt, so that even admitting as a general principle that an infant who is not a trader may be adjudicated a bankrupt, the question remains how far can an infant bind himself for debts contracted in trade? Now the general rule as to the incapacity of an infant to bind himself for debts contracted in trade which was laid down in *Belton v. Hodges*, and *Thornton v. Illingworth*, has been more recently followed in a variety of cases with this exception engrafted upon it, that where the infant has fraudulently asserted himself to have been of age when he was not of age, and has by such assertion induced persons to give him credit, and thereby has contracted debts in trade, the Court of Chancery has considered the protection afforded by law to infants to have been forfeited by such conduct, and has admitted his liability. Let me observe here in passing, that the Court of Queen's Bench in a recent case (*Bartlett v. Wells*, 31 L. J. 57, Q. B.), refused to allow an equitable replication under the Common Law Procedure Act to a plea of infancy, founded upon such fraudulent assertion. This is important, as showing that in the present case, even if such fraud could be established, the petitioner would be driven to file a bill in equity to support his claim, and could not recover at law. But I feel that if this came before me simply as a question of proof, and if such fraudulent representations had been made, I should be bound to admit the claim on the authority of *Ex parte The Unity Joint Stock Mutual Banking Association*, in *Re King* (3 De G. & J. 63), and cases therein cited. That being so, I feel that I should be equally bound to adjudicate the infant a bankrupt in the present case if such facts were proved; but on consideration of the evidence that has been adduced in support of the petition, I cannot come to the conclusion that such fraudulent representations have been proved, or even alleged. The only thing to connect the infant personally with the transactions which form the subject of the petitioner's debt is the statement of Johnson, the other debtor, that he believed C. had seen Mr. Gibb before the work was commenced. Surely it is impossible for me to draw from this the conclusion that C. either fraudulently concealed from Mr. Gibb his real age, or asserted that he was more than twenty-one, and that Mr. Gibb undertook the repairs on the faith of such representations, especially condemning the other facts of the case—that Johnson tells us that he saw Mr. Gibb, and arranged for the repairs to be done, and that they had also been previously arranged for by the broker, Mr. Leeman. On this ground I think that, as against the infant C., the petition must be dismissed. The facts of the case do not bring it within the rule of law stated by the Judicial Committee of the Privy Council, in *Maclean v. Danell* (22 L. T. Rep. 710), to which reference has been made. I thought at first that the Infant's Relief Act 1874 would have applied, but on reference to it I find that its operation is confined to contracts for the repayment of money lent or for goods supplied (other than contracts for necessities) and to accounts stated. In this case the claim is for work and labour done to a much larger amount than would be sufficient to support the petition. As to the other debtor Johnson, no defence has been set up. It was suggested that if the petition were dismissed as against one it must fail as against both, but in this I cannot concur, as the 101st section of the Act seems to provide clearly for the case. I

therefore dismiss the petition as against the infant, and adjudicate Johnson a bankrupt. Steel applied for costs on behalf of the infant, which were allowed.

LIVERPOOL COUNTY COURT.

Monday, Feb. 15.

(Before J. F. COLLIER, Esq., Judge.)

Ex parte FACHIRI; Re SCANAVI.

Bankruptcy Act 1869, sect. 125, rule 289.—Where liquidation resolution is registered, a creditor with a proveable debt ought, as a matter of course, to be restrained from suing debtor.

THIS was an application that raised several points of importance affecting the validity of arrangements with creditors which purported to be within the purview of the present Act. The debtor, a Scanavi, who carried on business in Liverpool as a speculator in cotton, early in the present year failed, and presented a petition for the liquidation of his affairs by arrangement or composition. At the first meeting of creditors it was resolved to liquidate the estate by arrangement, and to appoint a trustee. A further resolution was passed, but on a separate form, allowing the debtor his discharge on payment to the trustee of a sum of £1500. The debtor's accounts disclosed liabilities £29289, and assets £70. The resolution to liquidate was duly registered, and the one allowing the discharge was filed with the proceedings. A creditor for £1000 who dissented from the liquidation commenced proceedings against the debtor for the recovery of his claim, and the present application was to restrain him from prosecuting these proceedings.

Potter (instructed by Bateson and Co.), supported the application, and

Lupton (instructed by T. and T. Martin), for the dissentient creditor, opposed.

Potter said the present application was one which ought to be granted, unless the court, as pointed out by rule 289, was of opinion that the rights of the dissentient creditor were prejudicially affected by the resolution, or that the estate would yield a larger dividend if administered in bankruptcy. Here the very contrary was shown, as, in addition to the assets vested by the resolution in the trustee, the friends of the debtor had come forward to pay £1500 for his discharge. By rule 301 the passing of a special resolution to liquidate is deemed conclusive evidence that the debtor has complied with the provisions of the statute, and by sect. 127 the registration of such resolution is, in the absence of fraud, conclusive evidence that such resolution was duly passed, and the requisitions of the act complied with.

Lupton, in reply, urged that the resolutions were not binding on the dissentient creditor, inasmuch as they had been assented to by creditors to whom the debtor had given preferences, or made promises of payment at a future time.

HIS HONOUR said that he could not, on the present application, go behind the resolution to liquidate, which appeared to be duly registered. It was true fraud vitiated everything, but the proper time to have raised that question was on the application to register, or by a substantive motion to cancel the registration. Mr. Lupton contended that the power to grant the injunction to restrain was purely discretionary with the court, and he proposed to adduce evidence to show that this was not a case in which it should exercise its discretion adversely to the creditor. He then called the trustee and several of the creditors, who on examination deposed that prior to the statutory meeting of creditors a preliminary meeting was held, and that to one of the hostile creditors a promise of payment of part of his debt in full had been made. It further appeared that the discharge of the debtor was granted on the understanding that only a portion of the creditors were to participate in the £1500. This condition, Mr. Lupton contended, was at variance with the policy of the Bankruptcy Act, which contemplated an equal division of the assets amongst all the creditors. Either, he said, those excluded from the arrangement were not creditors at all, or they must have consented to be excluded from friendly feelings to the debtor; but in either case the resolution was not a genuine expression of the wishes of the creditors. He cited a case recently decided in the Court of Appeal (*Ex parte Russell*), in which it was held that resolutions passed from kindly feelings to a debtor could not bind dissentient creditors. There was nothing morally wrong in creditors agreeing to such resolutions, but it was impossible that they could have been passed *bona fide* for the benefit of the general body of creditors. By the acceptance of the £1500 the future earnings of the debtor were released, and the Act contemplated in cases of liquidation that he should not be so released till he had paid 20s. in the pound. The estate of a liquidating debtor did not

simply comprise what he might possess at the date of the liquidation, but all that he might hereafter acquire until he had paid 20s. in the pound, and no resolutions which deprived creditors of this right could bind dissentient creditors, unless they were passed *bona fide*. His Honour said he much doubted the propriety of having permitted the case to proceed to the length it had, as he was strongly of opinion that the question of the validity of the resolution by which the creditors allowed the discharge did not effect the present application. All that he had to satisfy himself upon was whether there had been a resolution to liquidate duly registered, and, if so, whether it was to the interest of the general body of creditors that the proceedings of the dissentient creditor should be restrained. The resolutions he found were registered, and it followed almost as a matter of course, by the terms of the 289th rule, that every creditor, in respect of a proveable debt, must be restrained, unless it was shown that such creditor was prejudicially affected by the resolution. Here the resolution was to liquidate the estate by arrangement, and to vest it in a trustee for equal distribution amongst all the creditors, and he could hardly conceive how, by such a course, one creditor could be prejudicially affected more than another. The separate resolution to allow the debtor his discharge was not before him on the present application, and could not be considered. The order to restrain the creditor, therefore, must be allowed.

Ordered accordingly.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

HINDS PALMER'S ACT 1869.—Has this Act escaped the notice of the Profession at large, or is it another instance of the extreme reluctance of lawyers to give up forms and habits to which they have been long wedded? It seems to me that by abolishing the distinction between the specialty and simple contract debts of deceased persons, the Legislature has wholly removed the *raison d'être* of the words of representation, "heirs, executors, and administrators," in covenants and bonds. My experience is that nothing is more wearisome and perplexing to an intelligent layman in reading over deeds and legal documents as the tautological repetition of these words of representation. If they are now wholly useless, why they should be stuffed into legal documents I cannot conceive. I have not yet met with a single draft—and many that I have seen have been settled by eminent conveyancing counsel—without the covenants in old form with all these now purely "ornamental" (?) words. I was beginning to doubt whether the obvious construction I had in my own mind placed upon the 32 & 33 Vict. c. 46 was really the correct one, since I could not meet with anyone who acted upon its new provisions, but I am glad to see that the learned editor of Williams's *Personal Property*, in the last edition (8th), p. 114, says, "A covenant or bond would be now equally effectual without naming either heirs, executors, or administrators." Words of representation, therefore, are of no use except as words of limitation in the testatum and habendum of conveyances of real property. In the usual covenants they are clearly no longer required, and I doubt even whether they are necessary in covenants that may be said strictly to "run with the land," though upon this latter point I can't quite satisfy myself, and should be glad to have the views of some of your correspondents who feel an interest in the subject. SOMERSET.

ENFORCING PAYMENT OF POOR RATE.—By the 27 & 28 Vict. c. 101, s. 33, it is enacted that "No contribution required to be paid by any parish at any one time in respect of highway rates shall exceed the sum of 10d. in the pound, and the aggregate of contribution required to be paid by any parish in any one year in respect of highway rates, shall not exceed the sum of 2s. 6d. in the pound, except with the consent of four-fifths of the ratepayers of the parish in which such excess may be levied, present at a meeting specially called for the purpose, of which ten days previous notice has been given by the waywarden of such parish, and then only to such extent as may be determined by such meeting." And by sect. 3 of the same statute it is declared that highway rate shall include any rate, whether poor rate or not, out of the produce of which monies are payable in satisfaction of precepts of a highway board. Notwithstanding these enactments can payment be legally enforced of a poor rate of 1s. in the pound collected in one contribution (and which is particularised on the demand note only as a poor rate), out of which the precepts of a highway

board are satisfied, where no meeting has been called as required by the above statute? Reference to cases would oblige.

HENRY THOMPSON.

SHORTHAND WRITERS IN BANKRUPTCY.—Our attention has been called to a paragraph relating to the official shorthand writers in the Court of Bankruptcy, appearing in your issue of the 30th ult., and in which it is stated that they "have agreed between themselves to refuse to take shorthand notes for which one guinea is allowed, except on the condition that a transcript would also be paid for at the appointed rate." We beg to inform you that this statement is erroneous, and that you have been simply misinformed. There never has been either made, or contemplated, any agreement between us as therein stated. The practice of the court in reference to the shorthand writers is this:—Where a shorthand writer is employed at the request of a solicitor the person employing him incurs an expense of one guinea, his fee for taking the notes. Neither of the parties to the proceeding is compelled to take a transcript; but if either party desire to have a transcript, he is entitled to it upon payment, at the appointed rate. In the latter case, however, the transcript must be filed upon the proceedings, and not delivered to the party at whose request it is made.

S. BLAGRAVE SNELL,
CHARLES L. BARBER

(The official shorthand writers to
the Court of Bankruptcy.)

[A solicitor in practice in the City of London is our authority for the statement.—ED. SOLS' DEPT.]

COSTS OF PROSECUTING FRAUDULENT DEBTORS.—I should be glad if any of your correspondents could advise me how to proceed under the following circumstances:—Some little time since a client of mine, who was trustee under a bankruptcy, was ordered by a court of bankruptcy to prosecute the bankrupt. The order was duly drawn up and filed. The bankrupt, after a lengthened preliminary investigation, was committed for trial. At the time appointed for the trial the trustee and all the witnesses were present, and remained in court for four days waiting for the hearing. The prisoner applied for an adjournment, which I strenuously opposed on the ground that my principal witness was shortly obliged to leave the country. The adjournment was, however, granted, and when at length the case came on for hearing, not only had the witness above referred to left the country, but the trustee had absconded. I wanted to make the best of my case with the remaining witnesses, but counsel in consultation were of opinion that it must fall through, and submitted to the court that we had not sufficient evidence to convict. A verdict of not guilty was therefore returned. During the progress of the case I laid out about £150 in counsel's fees and other expenses, thinking I was perfectly justified in so doing, and fully protected by the order of the court. It will be seen that the failure of justice was quite beyond my control, but on making application under sect. 17 of the Debtors' Act 1869 for payment of my costs (which had been taxed under protest), I was refused without the slightest reason for refusal being alleged. Surely I have some means of redress, and any information by your correspondents will be gladly received by
A. Z.

THE LEGAL PROFESSION.—The suggestion made by one of your correspondents, that "facilities should be given to both barristers and solicitors for qualifying to act both as barristers and solicitors," is, I think, worthy of every consideration. It would, I think, be a panacea for all the complaints now existing between the two Professions. It would also, I think, be a great benefit to all young and briefless barristers, and at the same time be of corresponding advantage to solicitors and the public, for surely a solicitor of ordinary capacity, who has either prosecuted or defended a person before the magistrates, has collected all the evidence, and knows all the ins and outs of the case, is more capable of prosecuting or defending at the quarter sessions or assizes than a barrister, who can only glean his information from the brief before him, which brief, in many instances, would be quite unnecessary, and is at all times attended with great expense to the client. I for one should like to qualify to practise as a barrister, though I do not feel justified in giving up my present profession. If a short Act of Parliament was passed, enabling all solicitors to become barristers, and *vice versa*, on the same terms as if they had not been already admitted or called to the Bar, it would be a great benefit to many. Will you continue to ventilate this matter in your columns, and use your influence with the Incorporated Law Society to induce them to prepare a Bill dealing with the subject for the present session of Parliament? Thanking you for your past valuable services to our branch of the Profession,
OSCAR W. ROBERTS.

LAND TRANSFER AND REGISTRATION.—As it seems highly probable that the Land Transfer Bill will be passed, it may not be out of place if I call attention to the inconvenience, not to say expense, of registration under Lord Westbury's Act, which established the office of Land Registry. Having occasion to place upon the register the fact of a devise of registered property, I produced the probate in evidence thereof, when I was informed by the officials at the registry that a declaration by the attesting witnesses of the due execution of the will, must be obtained. Such was the practice, my informant gave me to understand, and referred me to the 178th section of the General Orders under the Act, where it is stated that "The due execution of the will must generally be proved by the declaration or oath of the attesting witnesses; or, if that is not practicable, by other satisfactory evidence." I take it "will" means a will that has not been proved, and not a probate. This, however, is not the point to which I wish so much to call attention, as to base upon the example I have given, the broad rule that if registration is to become popular, the fees payable in respect thereof must be low, and no greater difficulties than are experienced under the present system, must be thrown in the practitioner's way. The great object to be attained is cheapness, expedition, and facility of registration. The consequences of an Act unpalatable to practitioners are proved only too forcibly by the Transfer of Land Act of Lord Westbury.

SPECTATOR.

TEN YEARS' LAW CLERKS.—In reference to the letter of "An Old Country Attorney," in a recent issue, I must protest against the illiberal and unfair statements and opinions of your correspondent. In the first place, there are practical grounds for the rule admitting clerks who have served ten years, "honestly and faithfully," to articles for three years without preliminary examination, as they have read more than usual, are expert in their duties, displaying more than ordinary intelligence in general office work, and in acting for the principal in advising with clients. Hence a kindly principal says, "Go on—persevere"—and the "salary clerk" passes examinations, &c. I deny that "Law clerks, as a rule, receive little or no education." I contradict the rash assertion that the articles of ten years' clerks, under present regulations, should be stopped. The ten years' men are often solicited by the article clerks, ignorant as they (the ten years' salary clerks) are said to be for assistance in their work, and if the gentlemen's sons act as gentlemen, they get what they ask for. The remark as to the want of education of law clerks generally does not apply to the office with which I am connected (yet I admit exceptional cases), and it is contrary to my experience of over twenty years. I know several salaried clerks who possess high mathematical and some literary attainments, in addition to superior practical knowledge and efficiency in their several departments. Some of them, with their advantages, would pass after three years' articles, with *éclat*, if they chose; I know one who would, at least. "An Old Country Attorney" paid £120, when he was article, for the stamp. Why grumble at that sum being reduced to £80? There was no "preliminary" examination then, and, having before me this letter of "An Old Country Attorney," I am of decided opinion that there was then no security against the admission (*proh pudor!*) of men who might, or might not, be sons of gentlemen, and no better than the "uneducated law clerks," so much condemned. The payment of £120, &c., was no security, as your correspondent thinks it is; and I fail to see how, in these more enlightened days, when colleges and halls are open wide to all, and poor and rich have equal chance, that lowering the stamp duty *per se* "fills the Profession with uneducated clerks," when the poor despised "salary clerks"—the ten years' men—have to pass the same examination? That is the point! And they pass well. If the ten years' law clerks passed an easier examination than the other article clerks, there might be some ground for reasonable complaint.

A TWENTY YEARS' SALARIED CLERK.

—I venture to request your permission to ask "An Old Country Attorney," through the medium of your columns, for an explanation of two sentences contained in his letter which appeared in your impression of the 6th inst. He writes "It is high time that these clerks should pass the preliminary examination in precisely the same manner as others who are not law clerks; indeed, there is a greater necessity for their doing so, for gentlemen's sons always receive a good education, whilst the law clerks, as a rule, receive little or none. This should be put a stop to, and the sooner the better." I beg to ask respectfully what it is that "An Old Country Attorney" thinks should be put a stop to?

AN OLD COUNTRY LAW CLERK.

"THE BURNING QUESTIONS IN THE PROFESSION."—I disagree in a great measure with the article in your last issue on "The Burning Questions in the Legal Profession." I confess myself a solicitor at the outset, and opposed to amalgamation, and I have read with much interest the observations in your "Solicitors' Journal," and have been glad to notice that the Editor has never advocated amalgamation. So far as my recollection serves me, what he has most strongly and most persistently urged is that the rules of the Inns of Court and the Act of Parliament which regulate the means by which professional men can pass from one branch of the Profession to the other, should be materially relaxed, and that certain other claims of solicitors should be recognised. I am sorry you think otherwise. A right of audience on the part of solicitors in the Superior Courts would be tantamount to amalgamation. Such a proposition, therefore, I at once dismiss, and, inasmuch as I do not remember to have seen it urged in your columns, except now and then by a stray correspondent, I fail to see why you have made such a point of it. Further on you suppose that every article clerk when article knows of the rules of the Inns of Court excluding him from going to the Bar. I can assure you you are in great error; not one in fifty at such a time have any knowledge of these rules. As to conceding "to solicitors all those appointments, including Solicitor to the Treasury, to which," &c., almost before your type is broken up we read in every paper that a barrister, not a Q.C., this time, but an ex-recorder, is appointed to that office. And now as to what I do agree with you in, namely, your demand for a written code relating to the etiquette of the Bar. Clients of mine have been rendered poor from losses resulting from devilling at the Bar, the case neglected, muddled, and sometimes entirely lost by being in charge of some youngster professionally ignorant, or some competent man without a sufficient knowledge of the case. We should, as you suggest, endeavour to simplify the law, but also its administration and the mode in which business is conducted in our courts, remembering that the public must be first considered, and the whole Profession afterwards. What did the present Solicitor-General say on the second reading of the Legal Practitioners' Bill of last session? Why tantamount to this, that if the work of solicitors can be so simplified that anyone can do it, let anyone. And such an argument, if sound, applies equally to the work of barristers. As a solicitor, I fearlessly assert that much that we are now alone allowed to do might be done by anyone, and much that is now reserved to barristers, might be equally well done by solicitors, at far less cost to clients. In short, the double legal agency should be rendered optional, and not compulsory. You say, in concluding your article, that dispute and jealousy are beneath the dignity of a great Profession. Jealousy there is, and will be until solicitors are more fairly dealt with. Dispute there is but little, for the Bar has it all its own way, and can, therefore, afford to let our complaints pass *sub silentio*.

A COUNTRY SOLICITOR.

—I cordially agree with every word in the article in your last issue, on "The Burning Questions in the Profession," with one exception, viz., that the views expressed in a portion of your paper are supposed to be those entertained by solicitors generally. I have often regretted the bearing of many of the observations in your "Solicitors' Journal," and have lamented that the writers did not take more pains to consult the desire of the most eminent solicitors, which, I believe, the author of the article in the *Quarterly Review*, quoted by you correctly, interprets. How can solicitors honestly meet encroachments of accountants, and other invaders of their domain, if they ceaselessly clamour for the liberty of themselves encroaching on the province of the Bar. Rather let us mind our own business, and individually strive to reduce that difference in social status to which you allude (of late years considerably lessened), between solicitors and barristers, as bodies, and at the same time fix a great gulf between our own ancient order and the modern swarm of quasi professional touts who abound on all sides.

AN UNEMINENT SOLICITOR.

COMMISSIONS FOR OATHS IN THE QUEEN'S BENCH.—Referring to the correspondence which has lately appeared in your journal with regard to the commissions in the Queen's Bench, I think my case is worse than any which I have seen complained of. My Common Pleas commission was received in June 1870, and that in the Queen's Bench was then promised in the course of about ten days. My agents, however, tell me that they cannot yet obtain it. Fancy waiting five years after payment of the fees.

[Complaints of this kind have become so numerous that satisfactory explanation seems hopeless.—ED. SOLS' DEPT.]

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits. N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

108. ENJOYMENT OF LIGHT.—Will not building a wall 7ft. high opposite to and 5ft. from a window, which has enjoyed free access of light (the wall hitherto separating the property on which the window is from the adjoining property being only 3ft. high) for sixty years, be an encroachment, and what course is the best to pursue to stop the encroachment? The top of the proposed new wall will be level with, if not a little higher than the top of the window. References to cases.

G. G.

109. APPORTIONMENT ACT 1870—PRACTICE.—A. being seized of certain real estate, and having by his will, dated in 1868, devised the same to trustees upon certain trusts therein mentioned, died a few days before the passing of the above Act. The estate which is insolvent is being administered in Chancery, and the usual real and personal estate accounts are about being filed by the executor. In preparing these accounts it is necessary to apportion the rents which fell due at Michaelmas as between the real and personal estate, or should the rents be carried to the real estate account alone? (See *Capron v. Capron*, LAW TIMES, 24th Jan., 1874.)

EXECUTOR.

110. REFUSAL OF TRUSTEES TO ACT.—A. (now deceased), was a copyhold tenant of certain property and mortgaged it to B. to secure £1000 at 25 per cent. He surrendered to the use of B., but B. has not been admitted. A. by his will devised his real estate to trustees to pay rents to his two daughters for their lives, and on their decease to sell and divide among their children. These trustees absolutely refuse to act. There are no powers to appoint new trustees or to mortgage in the will. B. has called in the money. C. is willing to lend £1000 in place of the £1000 called in, but naturally requires 25 per cent. C. is the husband of one of the life tenants. What is the speediest and most economical course to adopt?

T. E. H.

111. EXEMPTION FROM SERVICE UNDER ARTICLES.—I was article last August. If I were to pass the matriculation examination of the London University—may next January—should I be exempted from one year's service under my articles, or is it absolutely necessary that I should have passed before being article in order to claim the exemption? —AN ARTICLE CLERK.

112. INTERMEDIATE EXAMINATION.—I entered my articles in October, 1873. Can any of your readers inform me if I can go in for my intermediate before the expiration of two and a half years from that date; if so, when is the earliest time I can enter myself for examination.

G. H. P.

[Next Michaelmas Term.—ED. SOLS' DEPT.]

113. BANKRUPTCY—EQUITY OF REDEMPTION—ASSU- LING BANKRUPTCY—RE-CONVEYANCE.—A. B. having previously mortgaged his real estate, became bankrupt under the Act of 1861. The assignees did not redeem the mortgage or sell the equity of redemption. If A. B. were now to get his bankruptcy annulled, would a re-conveyance of the equity of redemption from the assignees to A. B. be necessary, or would this revert in A. B. on the bankruptcy being annulled, or has the Bankruptcy Court power to make an order reverting the estate in A. B.? Reference to cases and authority will oblige.

A NON-BANKRUPTCY LAWYER.

114. PRINTED LISTS OF SUCCESSFUL CANDIDATES.—Will you kindly inform me if there are printed lists published at the conclusion of every intermediate examination showing the successful candidates and the number of marks obtained by each respectively.

W. S. C.

[We are sorry to say that such lists are not published. We doubt if an application to the Law Institution would secure what you require.—ED. SOLS' DEPT.]

115. NOTICE FOR ATTENDING EXAMINATION.—If in next Easter Term a student should be unsuccessful in his intermediate examination, would a month's notice be necessary in order to enable him to attend the examination again in the following Trinity Term, which is only a month from the Easter Term?

LEX.

[In the case of renewed notice the longest notice that can be given between terms is sufficient.—ED. SOLS' DEPT.]

Answers.

(Q. 100) DIVISION OF INTERESTATE'S PERSONALTY.—The surviving brother is entitled to one fourth of the estate; the children taking the share of their deceased parents, *per stirpes*. (Vide 22 & 23 Car. 2 c. 10, s. 7.)

J. L. G. P.

—A. dying intestate, leaving a brother and nephew and nieces of three other deceased brothers, they are entitled to have the fund divided amongst them. The fund coming into possession in the lifetime of the surviving brother, the nephews and nieces stand in *loco parentis*, and consequently take their shares *per stirpes* and *per capita*. The surviving brother will therefore become entitled to one fourth of the fund, and the nephews and nieces taking the remaining three fourths, the shares of their deceased parents: (*Lloyd v. Tench*, 3 Ves. 501; 215; *Durante v. Freshford*, 1 Atk. 454; *West* 448; and *Butcher v. Albert* 2 Cas. Temp. Lee 51; *Allnut's Practice of Wills*, 4th edit. p. 445; *Williams's Personal Property Intestacy*.)

A. B.

(Q. 103.) ACKNOWLEDGEMENT BY MARRIED WOMEN.—A., having no duties to perform, and being, conse-

quantly, a bare trustee, may reconvey the legal estate in the same manner as if she were a *feme sole*, by virtue 37 & 38 Vict. c. 78. TRO.

(Q. 104.) **SOLICITOR'S LIEN.**—A solicitor's lien on papers of his client in his possession is not barred by the statute. (*Visc. Sm. Act at Law p. 53, 11th edit.*) J. L. G. P.

—The lien itself, is not affected by the Statute of Limitations, which only bars the remedy and does not extinguish the debt: (*Spears v. Hartley*, 3 Esp. 81; *Higgins v. Scott*, 2 B. & Ad. 413.) TRO.

(Q. 105.) **FINAL EXAMINATION AND ADMISSION.**—X. will receive about a fortnight before the first day of the Term in which he is to be examined, a notice from the Secretary of the Incorporated Law Society, instructing him as to the days of examination. About a week after the "jordeal" he will be the recipient of a lithographed letter from the secretary, informing him of the result. Should he be successful he will have to be sworn to several affidavits previous to admission, which no doubt he will get prepared for him by his master's London agents, and which will necessitate, I believe, his attendance in town. The Common Law and Chancery admissions take place generally on the two last days of term which fall ordinarily only three or four days subsequent to the time on which the letter referred to previously, was sent out from the Law Institution. X. will therefore perceive he had better remain in town from the examination to the end of term. W. S. C.

(Q. 107.) **COMPULSORY PURCHASE BY RAILWAY COMPANY—COMPENSATION.**—The tenant is entitled to compensation from the railway company for the injury caused to him by his business being taken away: (*3 Vict. c. 18; Jubb v. Hull Dock Company*, 9 Q.B. 443; *Chamberlain v. West End &c. Railway Company*, 31 L. J. 201, Q.B.) TRO.

LAW SOCIETIES.

THE UNION SOCIETY OF LONDON,

At a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening, the 16th inst., the following subject was submitted to the house for discussion and carried:—"That it is undesirable to retain the Appellate Jurisdiction of the House of Lords."

LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Friar-lane, Leicester, on the 10th inst.; G. Rowlett, Esq., in the chair. The subject for discussion was "Is the abolition of the Game Laws desirable?" Mr. Curtis opened the debate, and was followed by Mr. Chamberlain, Mr. Burchall, Mr. Willox, and others, and after an interesting and spirited discussion the question was decided in the negative by a majority of seven.

PORTSMOUTH LAW STUDENTS' SOCIETY.

A GENERAL meeting of the members of the above society was held at the Masonic Hall on Monday evening last, when A. C. Burbidge, Esq., solicitor, took the chair.

The subject for the evening's debate was as follows:—"Was the case of *Jackson v. The Union Marine Insurance Company, Limited* (on appeal 41 L. J. 23, C. P.; L. Rep. 10 Ex. Ch. 125) rightly decided?"

The speakers in the affirmative were Messrs. Rowe, Kerwood, and C. W. Paterson; and in the negative Messrs. Fraser and E. T. Palmer.

On a division there was found to be a majority for the affirmative by 5.

The usual complimentary vote to the chairman terminated the proceedings.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

THE fortnightly meeting of this society was held on Monday evening last. Mr. Shelly, the president, delivered an address upon "Abstracts of Title," their preparation and examination with reference to the Real Property Vendors and Purchasers Act 1874. After a vote of thanks to Mr. Shelly, the moot point for the evening was discussed—"Is a manufacturer compelled to disclose a defect where the purchaser has an opportunity for inspection, but neglects to avail himself of it?" Mr. France argued in the negative, and Mr. Eastlake in the affirmative. After some discussion the President decided the point in the negative.

WORCESTER AND WORCESTERSHIRE LAW STUDENTS' SOCIETY.

At a meeting of this society, held at the Law Library, Worcester, on Tuesday, the 16th inst., Mr. F. B. Jeffery in the chair, an interesting debate took place on the question of registration of title. The resolution was, "That a system of registration of title such as that contained in the Land Transfer Bill is sound in principle, and should be adopted." Mr. A. B. J. Sherlock opened the debate in the affirmative, and was opposed by Mr. A. George. The discussion was continued by the chairman, Mr. W. W. A. Tree, Mr. H. E. Macmald, and Mr. A. S. Thursfield. Mr. Sherlock being replied, the resolution was put to the meeting and lost, there being a majority of one against it.

THE BARRISTERS' BENEVOLENT ASSOCIATION.

THE annual general meeting of the members of this association was held on Friday last week, in the Middle Temple hall. There was a very full attendance of the members of the Bar and other gentlemen interested in the proceedings; and the Lord Chief Justice of England was in the chair, supported on his right and left by Lord Chief Justice Coleridge, the Master of the Rolls, Vice Chancellor Hall, Sir H. Keating, the Attorney-General, M.P., R. Garth, Esq. Q.C. (who was recently appointed Lord Chief Justice of Bengal), Messrs. H. Hawkins, Q.C., H. Manisty, Q.C., H. Gifford, Q.C., S. Pope, Q.C., E. Kay, Q.C., F. Herschell, Q.C., M.P., H. F. Bristol, Q.C., A. Wills, Q.C., &c. There was besides a large attendance of the junior members of the bar. After Mr. Edmund Macrory, hon. secretary, had read the minutes of the former meeting, it was unanimously proposed that Lord Chief Justice Cockburn should take the chair. The report was read, which stated the association had made great progress during the last year in the number of its members, the amount of annual subscriptions being £2592 19s., the receipts of the past year being £2310 8s.; and during the year the committee have invested £3008 2s. 6d. They had afforded substantial relief in fifteen cases, the sum expended being £630 10s. The report concluded by stating that the association was thoroughly organised and based upon sound principles and was eminently calculated to accomplish the benevolent objects in view.

Lord Chief Justice Cockburn, on rising, was received with tremendous cheers, which lasted for some time. He said—I thank you for your very cordial greeting. It is always a pleasure to meet the members of a profession to which I glory to belong. More especially is it so when we meet as to-day in a common work of benevolence, charity, and kindness. (Cheers.) In rising to move that the report of the committee of management be received and approved, I am sure I need not detain you at any length upon the merits of the association, which was called into existence only two years since. The numerous gathering of the members of the Profession shows fully and sufficiently what a value the Bar set upon this institution, and the extent to which they appreciate its merits. In a profession like ours, both numerous and comprehending such infinite variety of ability and power, there must occasionally be instances of disappointment and failure—it cannot be otherwise. It is not every one who has exactly that forensic aptitude which ensures success; and many a man who might have shone in some other profession fails in ours. Many a man who might have risen to eminence and opulence in our profession, for lack of opportunity fails to achieve the success which he originally anticipated. So we find men who, only having their own intellectual resources to look to, falling into conditions of poverty and destitution and want, very often with an humble pride hesitating to seek relief from the charity and benevolence of others. It is in such cases that an institution like this is of such immense utility and calculated to do such infinite good. (Cheers.) We have known instances in which men snatched away from their profession by premature death have left behind them widows and families unprovided for. Appeals have on such occasions been met in a spirit of generosity and kindness. Nevertheless, there is frequently a difficulty—for it takes time to raise contributions, and the immediate fund necessary to the pressure of the moment is not at hand. His Lordship here illustrated his argument by instancing the cases of a barrister wanting funds to enable him to go circuit—where funds were sometimes badly administered. If, said his Lordship, a man is unfriended and unprotected, he will find here the means of rescuing him from misery and want. His Lordship alluded to the great financial success of the association, and he mentioned several cases where the funds had produced the happiest results in relieving not only the wants of the very poorest of the Bar, but the members' widows likewise; and in the course of his remarks was loudly cheered. In conclusion he said, I think the instances I have quoted are enough to satisfy all of the goodness of the institution, and it must be a matter of heartfelt satisfaction to every one who hears me to know that it is in this prosperous and flourishing condition, and there is every reason to believe that it will go on prospering, and will be of vast benefit, not only to those who are the recipients, but to the whole Bar, who will rejoice to think that their poor and needy brethren will here find a refuge and assistance which otherwise they would not be able to obtain. (Tremendous cheers.)

Mr. Manisty, Q.C., as chairman of the committee of management, read some alterations in the rules, and paid a high compliment to Sir Henry James for his great services to the association.

Mr. Justice Keating, who was warmly received,

seconded the resolution altering the rules, and expressed great satisfaction at the establishment of the association, and at the prospect of its continuing in a flourishing condition. The only thing that surprised him was that the Bar should have remained so long without an association of this character. It arose, he thought, from what had long been the characteristic of the profession—namely, its want of cohesion. He most heartily wished it every success. (Cheers.)

Lord Coleridge said it was a matter of very great gratification to him to attend for the third occasion at the meeting of the association, and to find it in such a satisfactory condition. It was an excellent institution, because it was a link to bring together all the different members of the profession. It was, moreover, a great pleasure to contribute, out of that which they had been fortunate enough to make, to those who were less fortunate. One gentleman, a student rejoicing in the thoroughly good English and characteristic good name of Daniel Sturdy, had, through him, sent 100 guineas. With the Lord Chief Justice at the head, and a student at the tail of the institution, actuated by benevolent motives, that was sufficient to prove the benefits and the practically good effects brought about. It was an institution they must all feel happy had been set on foot, and must feel it a real benefit to the great profession to which it was their pride and privilege to belong. (Cheers.)

Mr. Hardinge Giffard, Q.C., said if anything would give him pleasure in taking part in the movement it was to find that it was presided over by the head of the Bar, who was profoundly and universally respected by them all. (Hear, and great cheering.)

The Master of the Rolls said it afforded him great pleasure to be present at the meeting, and to hear the prosperous account which had been rendered. In moving a vote of thanks to Messrs. Kemplay and Bruce, the auditors, he said it was not far on all occasions to wish that the labours of those who perform their duties gratuitously should be increased, but he hoped in accepting the office for the ensuing year they would not take it ill of him if he coupled with the thanks for their past services the wish that their labours might be considerably increased on the next audit by reason of the further additions that might hereafter be made to the funds of the association. (Applause.)

Mr. Kaye, Q.C., seconded the resolution, and it was carried.

Mr. Vice-Chancellor Hall, in proposing a vote of thanks to the managing committee, said it was all very well in distributing and dealing with a charity to have a friend, but it was of much greater importance to have those who gave their time and trouble in its distribution. (Hear.)

Mr. Leith, M.P., seconded the resolution in a few brief complimentary terms, and it was carried unanimously.

Mr. Herschell, Q.C., M.P., moved a vote of thanks to the Masters and Benchers of the Middle Temple for allowing the use of the hall for this meeting, which was duly seconded and carried.

Sir Henry James, Q.C., M.P., said—My Lord Chief Justice, I have to ask your permission to turn away from you for a brief period whilst I ask those who are assembled here to express their thanks to your Lordship for having presided over us this evening (cheers); and in moving the resolution which I have been requested to place before the meeting, acknowledging the great services which we have received from his Lordship's presence here, I trust that I may be allowed to express the gratification with which those who have taken an active part in the management of the society feel at being able to obtain the consent of the Lord Chief Justice of England to be present amongst us this afternoon within this hall. That gratification, I am certain, will be shared by every one who is present here. It is not only that we ought to strive to maintain full sympathy between the judicial bench and the members of the English Bar, but there were many reasons why we, who are members of the Bar, were proud to have the Lord Chief Justice of England to preside over us this evening. (Hear, and cheers.) There were those amongst us who could carry their memories back to days somewhat long ago, when they remembered an advocate amongst them displaying the highest courage of advocacy; but it was the courage of a judicious man—eloquent in speech and musical in voice—arising from the possession of much learning and great study. There were those too, probably many, who were proud of the recollection that at that time that advocate made one of those few examples with which we have not of late been able to vie—that the study of the law and the practice of the profession does not narrow the mind, but is compatible with that rare power of being able to take a conspicuous part within the senate of this country, and be able to take a lead in the debates of the House of Commons, and at the same time exhibit the power of advocacy with

holding listening senates at command. There were also embodied within him a combination of legal powers and statesmanlike qualities which enabled this country to send him as a representative to an international gathering; which were able to support the honour of our country, and to protect our interests against exorbitant and excessive claims. (Applause.) And, above all, there must be the strongest feeling of pride when we hear in the records of the past that the English Bar has produced men who have sat upon the judicial Bench, administering justice with purity, with learning, and with the utmost discretion. There never has been a time when those who are proud of the qualities that ought to ornament the Bench could be so proud as they are at this moment in estimating the qualities and character of him who presides over the common law of England. (Great cheering.) And it is with a certainty that this feeling is entertained that I hope you, by your acclamation, will echo the resolution that I now venture to propose to you; and that is, that those assembled here desire to convey to the Lord Chief Justice of England their thanks for his presence amongst them, and also their sense of the honour conferred on the Association by his having presided over its annual general meeting. (Loud and prolonged cheers.)

Mr. Charles Clarke briefly seconded the resolution.

Lord Coleridge put the motion to the meeting, and it was carried unanimously and enthusiastically.

The Lord Chief Justice, on rising to acknowledge the compliment, was overwhelmed with applause which lasted for some time, and his Lordship was somewhat affected by it. He said—I really do not know how to express myself. I can only ascribe that which Sir Henry James has been pleased to say of me to the generous spirit which animates his breast. If I felt that I deserved one tithe of the praise and approbation which he has been pleased to bestow upon me, I should feel that a long life of public labour had not been spent in vain. (Cheers.) But if I may venture to say that, although his kindness and generosity may have induced him to use too flattering expressions, if the result of my life, whether during the time I was one of you, or since I have been upon the bench, has been such as to command, or at all events, obtain the approbation and the confidence of the profession, I am, indeed, gratified. (Great cheers.) Those before whom I have administered justice now for so many years are best qualified to know whether I have, whatever may have been my shortcomings, maintained the upright character and judicial integrity which has always distinguished for now some centuries the judicial bench of England. (Cheers.) If I have done so, and I can venture to hope that I have secured the confidence and the attachment of the profession, the fondest object of my life and ambition has been realised and achieved. (Cheers.) I thank you all most cordially for the honour which has been done me in your expression of approbation which is conveyed in the resolution which you have so cordially and heartily adopted. (Great cheering, which did not subside for some time.)

The meeting then terminated.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A GENERAL meeting of this society was held at the County Court on Monday evening, under the presidency of Mr. J. Yeoman. Messrs. W. Packwood, H. R. Deck, and G. F. Johnson were elected honorary members, and Mr. J. Yeoman was appointed a member of the committee.

The question for discussion was, "Ought some purely civil form of marriage to be made compulsory in the United Kingdom?" Messrs. Dransfield and Fletcher advocated the affirmative, and Messrs. Welch and Piercy supported the negative. The speakers on the affirmative said they were far from wishing to dispense with a religious service, which, on the contrary, they would have more general and devout. They traced the fluctuations of the English marriage law, and proposed that the contracting parties should, in addition to the religious service, and immediately after its solemnisation, sign in the presence of witnesses a definite form of document, which document should be transmitted by the local registrar to a central office in London, and arranged in an alphabetical form, and there thrown open to the public inspection on payment of a moderate fee. Both the religious service and the signing of the document should be rendered obligatory on the parties, except in case of infidelity. By this scheme a definite form of registration would be obtained, and the difficulty of ascertaining where a marriage was solemnised and of obtaining a certificate would be avoided, and thus on complicated questions of pedigree great facilities would be afforded, and a boon conferred on the public. For the negative it was urged that this scheme would do violence

alike to the consciences of those who considered marriage a purely civil form and those who regarded it as a religious ceremony. It was pointed out that at present both the local registrars and ministers of religion are bound to forward a notification of every marriage to the office of the Registrar-General, and that a greater facility of access to that depository would accomplish all that was desired. On a division the members were found to be equally divided, and the chairman gave his casting vote in the negative.

The president of the society (Mr. S. Learoyd), delivered a lecture on Thursday last on "The manner in which easements, as applied to water-courses, arise or are created: (1) By actual grant; (2) By implied grant; (3) (By prescription.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 17th Feb., Mr. T. B. Girling in the chair. Mr. H. T. Round, LL.B., opened the subject for the evening's debate, viz., "That it is practicable and desirable to establish a tribunal to which all international differences should be referred." The motion was rejected by a majority of one.

The subject for next week's discussion is, "That sect. 7 of the Vendors and Purchasers' Act 1874, requires amendment." To be supported by Messrs. Radcliff and Joseph; to be opposed by Messrs. C. Marshall and Lewis.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

C. H. MALLOCK, ESQ.

THE late Charles Herbert Mallock, Esq., barrister-at-law, of Cockington Court, near Torquay, Devonshire, who died on the 6th inst., at Weston-super-Mare, in the thirty-fifth year of his age, was the eldest son of the late Charles Herbert Mallock, Esq., of Cockington Court, who died in 1873, by Maria, youngest daughter of the late Arthur Champenowne, Esq., of Dartington House, Devonshire. He was born in the year 1840, and was educated at Harrow and at Exeter College, Oxford, where he took his Bachelor's degree in 1863. Called to the Bar by the honourable society of the Inner Temple in Trinity Term 1863, he joined the western circuit, practising at the Devon, Exeter, Plymouth, and Devonport Sessions. Mr. Mallock was a magistrate for his native county, and was highly respected by a large circle of friends.

G. C. STIGANT, ESQ.

THE late George Cornelius Stigant, Esq., solicitor, of Portsea, Hampshire, who died at his residence in Portland-place, Southsea, on the 29th ult., in the 76th year of his age, was the eldest son of the late William Stigant, Esq., of Portsmouth, and was born in the year 1799. He was admitted a solicitor in Trinity term 1821, and at the time of his decease was one of the oldest members of the legal profession in the south of England. He had been in practice at Portsea for upwards of half a century, and he was a perpetual commissioner, a commissioner to administer oaths, and a commissioner for taking affidavits. Although an able and effective speaker, Mr. Stigant did not devote himself to advocacy, and consequently, in his professional capacity, the public saw and heard but little of him. He nevertheless enjoyed the reputation of being a good lawyer; and the soundness of his judgment, combined with remarkable caution, acute observation, and the singleness of purpose with which he ever devoted himself to the interests of his clients, secured for him their confidence and regard. For upwards of forty years he had taken an active interest in all matters connected with the locality in which he lived; he was one of the oldest members of the Town Council of Portsmouth, and since 1851 he had occupied a seat among the aldermen of the borough. In 1852, and again in the following year, he was elected to the office of mayor, and in 1855 he was for a third time chosen to fill that position. Mr. Stigant was for many years a commissioner for the town of Portsea. He took a warm and active interest in the Portsmouth, Portsea, and Gosport Hospital, and was for several years the chairman of the house committee. He was a staunch conservative in politics, and formerly took an active part in county contests, holding for some time the secretaryship of the county association. In 1859 Mr. Stigant was appointed a magistrate for the borough of Portsmouth, and the discharge of his duties in that capacity was marked by strict impartiality, and

by his death the local Bench has sustained a severe loss. Mr. Stigant married, in 1830, Eliza, daughter of J. Watt, Esq., of Edinburgh, and of Bowland, N.B., by whom he has left one son and four daughters. The remains of the deceased gentleman were interred in Portsmouth Cemetery, Southsea, on the 3rd inst.

C. JEFFERY, ESQ.

THE late Mr. Charles Jeffery, District Court Judge in Jamaica, who died at Mentone on the 4th inst., at the age of thirty-six, was a son of the late Mr. James R. Jeffery, of Liverpool. He was born in the year 1839, and was educated at Trinity Hall, Cambridge, where he graduated in the usual course in 1863. He was called to the Bar at the Inner Temple in Trinity Term 1865, and for some time went the northern circuit, practising as a special pleader at the Liverpool Sessions and the Court of Passage. He had held the judgeship now vacated by his death for only a comparatively short time.

S. H. JEBB, ESQ.

THE late Samuel Henry Jebb, Esq., solicitor, of Boston, Lincolnshire, who died at his residence in that town on the 7th inst., in the seventy-ninth year of his age, was the second son of the late Joshua Jebb, Esq., of Walton Lodge, in the county of Derby, by Dorothy, daughter of General Henry Gladwin, of Stubbing Court, in the same county. He was born at High House, Chesterfield, in the year 1796, and was educated at Repton, and admitted a solicitor in 1819. He was one of the oldest members of the Legal Profession in the town of Boston, and held the appointment of a perpetual commissioner. Mr. Jebb was descended from a younger branch of the ancient family of Jebb, formerly of Woodborough, Notts, many members of which were highly distinguished in the last century, among them the eminent author and scholar, Dr. Samuel Jebb, a non-juror; Sir Richard Jebb, Bart.; John Jebb, Dean of Cashel, and his son John Jebb, a well-known writer on politics and morals; Dr. Halifax, Bishop of Gloucester, and Mrs. Radcliffe, the novelist, were descendants of this family by the mother's side. Mr. Jebb married, in 1822, Frances, daughter of John Straw, Esq., of Skellingthorpe, Lincolnshire, by whom he has left eight children surviving him, namely, Henry Gladwin, rector of Chetwynd, Salop, who married Emma Louisa, daughter of the late Robert Ramsden, Esq., of Carlton Hall, Notts; John Joshua, solicitor, and in partnership with his late father, who married Georgiana Hutton, daughter of the late Rev. Dr. Roy, rector of Skirbeck, Lincolnshire; Frederick William, Lieutenant-Colonel of the 67th Regiment, who married Mary, daughter of the Rev. John Chancourt Girardot, of Car-Colston, Notts; Arthur, a captain in the 31st Regiment; Avery, late lieutenant in the 85th Regiment, who married Susan Clara, daughter of the late Col. Boddam-Whetham, of Kirklington Hall, Notts; Susan Gladwin; Frances Dorothy, married to T. L. Kingston Oliphant, Esq., of Gask, Perthshire; and Marianne. The remains of the deceased gentleman were interred in the family burial place at Boston.

J. H. BATTERSBY-HARFORD, ESQ.

THE late John Harford Battersby-Harford, Esq., barrister-at-law, of Blaise Castle, Gloucestershire, and of Falcondale, Cardiganshire, who died on the 11th inst., at Nice, in the fifty-sixth year of his age, was the eldest son of the late Abraham Gray Harford, Esq., who assumed the name of Battersby by royal licence, and nephew of the late John Scandrett Harford, Esq., of Blaise Castle; his mother was Elizabeth, daughter of Major-Gen. Sir Thomas Dundas and Lady Eleanor Dundas, of Carron Hill, Stirlingshire, and he was born in the year 1819. Mr. Battersby-Harford was educated at Harrow and at Balliol College, Oxford, where he graduated B.A. in 1842, and proceeded M.A. in 1846; he was called to the Bar by the honourable society of the Middle Temple in Easter Term 1849. He was a magistrate for Cardiganshire, and served as high sheriff of that county in 1855, and also a magistrate and deputy-lieutenant for Gloucestershire, and was formerly a captain in the Gloucestershire Artillery Volunteers. He inherited the estate of Blaise Castle on the death of his uncle in 1866. The deceased gentleman claimed descent from the ancient family of Harford, which was formerly settled at Bosbury, in Herefordshire. He married in 1850 Mary Charlotte Elizabeth, daughter of the late Baron de Bunsen, by whom he has left a family to lament his loss.

PROMOTIONS AND APPOINTMENTS.

MR. CHARLES FORD, solicitor, London, has been admitted to the Freedom of the Worshipful Company of Spectacle Makers.

THE COURTS AND COURT PAPERS.

CAUSE LIST FOR THE SITTINGS AFTER HILARY TERM.

Equity Courts.

Court of Appeal in Chancery.

Appeal Motions.

As London, Birmingham, and South Staffordshire Bank (Lim.), and Co.'s Acts; McDonald and Duff's cases

Appeals.

(Standing over.)

Mayor, &c. of Hastings v. Ivall

Appeals.

(For Hearing.)

Powell v. Elliott—Elliott v. Powell
Aspden v. Seddon
Gibson v. Gibson
Middlemas v. Wilson
Phelps v. The Queen Insurance Company
France v. Carver

Rolls Court.

Causes.

Set down previous to Transfer.

Harrison v. The Mexican Railway Company
Horrocks v. Bernstein
Jarvis v. Mortimer
Mortimer v. Jarvis
Toone v. Sarson
Forster v. Longrigg
Turner v. Phillipson
Vickers v. Brown
Williams v. Guest, Bart.
Hayter v. Richardson
Macdonald v. Glover
The Printing and Numerical Registering Company (Lim.) v. Sampson
Mustard v. Botterell
Newton v. Daw
Sykes v. Marsland
Hiscock v. Woodward
Davies v. Longbourne
Taffe v. Vickerman
Garnett v. Garnett
Ellis v. Hayward
Duke of Devonshire v. Mackinnon
Ross v. Ross
Johnson v. Gamble
Barker v. Adahad

Transferred from the Book of the Vice-Chancellor Sir R. MALINS, by Order dated 30th Jan. 1875.

Gurney v. Brown
Smith v. Horsee
Mallard v. Margary
Edmonds v. Hartland
Morris v. Kelland
Dangerefield v. Budd
Young v. Dale
Broden v. Macleod
Green v. Pyne
Richards v. Richards
Ferrier v. Evans
Miller v. Kitchin
Hoskins v. Holland
Ballie-Hamilton v. Earl of Home
Wetherfield v. Ga'indo
Robinson v. Arch

Set down since Transfer.

Sargent v. Moor
Farrington v. Foulkes
Harman v. Stephenson
Pope v. Eve
Bray v. Todell

Howson v. Trant

Lees v. Coulton

Birtles v. Griffin

Curtis v. Adams

V.C. Malins' Court.

At Lincoln's Inn.

Causes.

Attorney-General v. England
Macdonald v. The Emma Silver Mining Company

Set down since commencement of Hilary Term 1874 (exclusive of transfers).

Thomson v. Weston
Panama and South Pacific Telegraph Company v. Same
Harnett v. Baker
Wellington v. Taddy

Set down since commencement of Trinity Term 1874 (exclusive of transfers).

McKewan v. Sanderson
Osborn v. Osborn
Evans v. Hopkins
Gray v. Baker
Purcell v. Cooper
Cotton v. Well
Beaumont v. Emery
Rogers v. Ange
Quinton v. Mayor, &c., of Bristol
Barden v. Lister
As James Gorman, of Clinton, Ontario, Canada
Follick v. Chessman
Lyon v. The Fishmonger's Company
Bartlam v. Yates
Harvey v. Harvey
Sparking v. Higge

Page v. Young

Fowler v. Lang

Jolliffe v. Hayward

Andrew v. Esos

Haydon v. Fox

Osborn v. Osborn

Williams v. Hiscox

Walker v. Blake

Burrows v. Williams

Scheld v. Jacob

Fielden v. Gill

Smith v. Pilgrim

Griffiths v. Kennedy

Dowell v. Wood

Hugo v. Hugo

Wrightwick v. Barden

Hayne v. Cavell

Cruse v. Smith

Botterell v. Horrell

Set down since commencement of Michaelmas Term 1874 (exclusive of Transfer).

Godbold v. Ellis
Scott v. Laver
Rotherham, Masbro, and Holmes Coal Co. (Lim.) v. Fullerton
Phosphate Sewage Co. (Lim.) v. Hartmont
Whitwill v. Yeo

Set down since commencement of Hilary Term, 1875 (exclusive of Transfer).

Armstrong v. Hall
Griffith v. Har'mont
Beddoes v. The Bishops
Castle Railway Co.
Buchanan v. Stanley
Kensit v. Bewick
Reynard v. Arnold
Caldicott v. Smith
Satchwell v. Smith
Spickernell v. Spickernell
Roffey v. Miller
Pitter v. Barnes
Rimington v. Paul
Ward v. Pattison
Pigott v. Stewart
Sayce v. Morgan

V.C. Bacon's Court.

At Lincoln's Inn.

Causes.

Set down previous to Transfer.

Yardley v. Holland
Parkins v. Jelf-Sharp
Parkins v. same
Greg v. Segar
Job v. Potton

Remaining Causes.

Transferred from the Book of the Vice-Chancellor Sir R. MALINS, by Order dated December 4th, 1874.

Turner v. Moy
Sayers v. Corrie
Hodgkinson v. Crowe
Thomas v. Jones
Coultery v. Bradford
Wallwork v. Sussum
Churchill v. Salisbury and Dorset Junction Railway
Whitbread v. Flight
Whiting v. Attenborough
Wier v. Tucker
Titcombe v. Thain

Causes.

Set down since Transfer.

Ashurst v. Fowler
Ashurst v. Mason
Gouldsmith v. Luptley
Hickman v. Plowright
Woodward v. Woodward
Corrie v. Sayers
Wagstaffe v. Hill
Nicholson v. Horman
Attorney-General v. Boro' of Birmingham
Stansfield v. Peate

V. C. Hall's Court.

Causes.

British Mutual Investment Co. (Lim.) v. Smart
Burley v. Tindall
Edwards v. Thompson
Watson v. Woodman
Wood v. Saunders
Republic of Peru v. Ruso
Heycock v. Heycock
Bird v. Freeman
Hinde v. The Ystalyfera Iron Co.

Gurney v. Danglish
Burkitt v. Matthews
Mayor, &c., of Oxford v. Muir

Collins v. Hector
Jeyes v. Prole
Banks v. Banks
Wilson v. Gaun
Bevan v. Price
Stevens v. King
Beswick v. Baddley
Attorney-Gen. v. Tunstall

Local Board of Health
Harper v. Bird
Grace v. Newman
Solkhon v. Cavalier
Wilson v. Johnstone
Billings v. Tunstall
Howard v. Jervis
Loveday v. Chapman
Hanrott v. Kirkman
Wheeler v. Roberts
Monckton v. Monckton
Cannon v. Bliss
King of Portugal v. Caruthers

Finch v. Hutton
Kelt v. Douglas
Birkbeck v. McCollah
Dingley v. Wright
Crawford v. Hill
Holliday v. Broadbent
Allen v. Jackson
Chadwick v. Chadwick
Newman v. Williams
Tabor v. Cunningham
Wilson v. Thomson
Munton v. Morris
Sykes v. Mellor

Sillifant v. Morgan
Hill v. Crowther
Llewellyn v. David
Croydill v. Richards
Pilkington v. McKinnell
Dawes v. Bagnall
Watkins v. Nash
Powell v. Luckes
Harness v. Dawes
Harrison v. Allen
Brookes v. Watson
Soobell v. Digby
Nuttall v. Croes
Montagu v. Lord Inchiquin

Baylis v. Abens
Threlfall v. Harrison
Myers v. Moses
Parke v. Tackray
Pearson v. Nightingale
Puddicombe v. Sparks
Yates v. Finn
Jeyes v. Savage
Porter v. Porter
Brasfield v. Sorven
Birch v. Morgan
Martin v. Drew
Martin v. Scott
Mirehouse v. Butterfield
Webster v. Hindle
Vero v. M'Callum
Burt v. Hellyar
Morris v. Hughes
Selby v. Nation
Leman v. Minter
Leman v. Minter
Kingston v. Lower
Morris v. Owen
Walshaw v. Fawcett
Harper v. Brown
Phillips v. Phillips
Boger v. Fre
Satterthwaite v. Fisher
Tweedle v. Lows
Craven v. Ingham
Thornton v. Hunt
Banks v. Banks
Luckie v. Cartwright
Forrest v. Gover

WALSALL BOROUGH SESSIONS.—These sessions will be held on Tuesday next, 23rd Feb., before W. J. Nelson Nole, Esq., Recorder. Ten days' notice of appeal must be given.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Feb. 5.

KERRAY and WELSH, solicitors and law agents, Edinburgh (John Kerray and John Welsh). May 11

Bankrupts.

Gazette, Feb. 12.

To surrender at the Bankrupts' Court, Basinghall-st.

HODGSON, J. O., gentleman, Kennington-rd. Pet. Feb. 9. Reg. Hazlett. Sols. Messrs. Beyfus, Lincoln's-in-fields. Sur. Feb. 24
OVEN, WILLIAM, tailor, Dover-st, Piccadilly. Pet. Feb. 10. Reg. Hazlett. Sols. Halse and Co., Cheap-side. Sur. Feb. 24
SAMUEL, JUDITH, Jeweller, 20 Burton-crescent. Pet. Feb. 11. Reg. Hazlett. Sols. Messrs. Board, Basinghall-st. Sur. March 3
TOLSON, JOHN, beer-shop keeper, Tottenham-st, Tottenham-rd. Pet. Feb. 9. Reg. Hazlett. Sols. Dod and Longstaffe, Berners-st. Sur. Feb. 24

To surrender in the Country.

PATTISON, THOMAS, bricklayer, Northallerton. Pet. Feb. 10. Reg. Hazlett. Sols. Messrs. Board, Basinghall-st. Sur. March 3
PORTER, CHARLES, wheelwright, Swinhead. Pet. Feb. 8. Reg. Standland. Sur. Feb. 23
THORNTON, HENRY, grocer, Liverpool. Pet. Feb. 4. Reg. Hime. Sur. Feb. 23
YOUNG, ROBERT, machinist, Framlingham, near Norwich. Pet. Feb. 1. Reg. Cooke. Sur. Feb. 24

Gazette, Feb. 16.

To surrender at the Bankrupts' Court, Basinghall-st.

DERRE, JOHN MORRAN, attorney, Walbrook. Pet. Feb. 13. Reg. Brougham. Sur. March 2

To surrender in the Country.

EVANS, EVAN SAMUEL, grocer, Dowlands. Pet. Feb. 13. Reg. Brougham. Sur. March 2
HAMMESLEY, JOSEPH, fishing merchant, Lowestoft. Pet. Feb. 13. Reg. Walker. Sur. March 3
SMITH, WILLIAM, butcher, Kendal. Pet. Feb. 13. Reg. Thompson. Sur. Feb. 27
SUTHERLAND, CRINA, bootmaker, Newcastle-upon-Tyne. Pet. Feb. 11. Reg. Mortimer. Sur. Feb. 27

BANKRUPTCIES ANNULLED.

Gazette, Feb. 12.

USHER, ARTHUR EDWARD, gentleman, Hope-villa, Lea-bridge-rd. Nov. 23, 1874
WHITTINGTON, CHARLES EDWARD, gentleman, Tuxford, and Talbot-rd, Baywater. Aug. 21, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 12.

AKROYD, CAROLINE, Calverley (under name of Caroline Wade). Pet. Feb. 2. Feb. 24, at the office of Sol. Burnley, Bradford
ANDREWS, LUKE, out of business, Homerton. Pet. Feb. 11. Feb. 13, at three, at office of Sol. Ricketts, Frederick-st, Gray's-inn-rd.
BARKER, HORACE ISAAC, solicitor, 'Biggleswade'. Pet. Feb. 23. Feb. 20, at one, at the Swan hotel, Biggleswade
BARRETT, JOHN HENRY, leather covered book manufacturer, Walsall. Pet. Feb. 10. Feb. 28, at ten, at office of Sol. Beaton, Birmingham
BACHELOR, FREDERICK MORSE, tobacconist, Tunbridge Wells. Pet. Feb. 9. March 1, at eleven, at office of Sol. Burton, Tunbridge Wells
BATT, JOHN GEORGE, coach builder, Sheffield. Pet. Feb. 10. March 3, at half-past three, at office of Sol. Brailsford, Jun., Sheffield
BRECHER, WILLIAM, grocer, Brentford. Pet. Feb. 6. Feb. 27, at ten, at the County Court office, Town Hall, New Brentford
Sols. Messrs. Woodbridge, Brentford
BELL, JAMES, livery stables keeper, Worlington. Pet. Feb. 8. Feb. 23, at eleven, at office of Sol. Guy, Worlington
BENNETT, WILLIAM, publican, Lamerton. Pet. Feb. 9. Feb. 26, at twelve, at office of Sol. Bridgman and Johnstone, Tavistock
BEYRON, WILLIAM HENRY, fine art publisher, Cheltenham. Pet. Feb. 9. Feb. 23, at three, at office of Sol. Stroud, Cheltenham
BILLS, JOHN WOLFEY, builder, Dukinfield. Pet. Feb. 10. March 1, at three, at office of Sol. and Nelson hotel, Old-st, Ashton-under-Lyne
Sols. Toyn and Broadbent
BOOTH, ISAAC, baker, Manchester. Pet. Feb. 9. Feb. 24, at three, at office of Sol. Almond, Manchester
BRAINE, ARTHUR, herring curer, Batley. Pet. Feb. 9. March 1, at two, at the Commercial hotel, Albion-st, Leeds. Sol. Wooler, Batley
BREW, THOMAS HENRY, grocer, Wednesbury. Pet. Feb. 10. Feb. 23, at twelve, at office of Sol. Bill, Walsall
BURKE, FREDERICK, herbalist, Romilly-ter, and Church-st, Pad-dington. Pet. Jan. 21. Feb. 23, at twelve, at office of Sol. Oddy, Edgware-rd.
CARLESS, ALFRED, provision dealer, Birmingham. Pet. Feb. 9. Feb. 24, at half-past ten, at office of Sol. Buller, Birmingham
CLARK, THOMAS PRION, dairyman, High-st, Stoke Newington. Pet. Feb. 10. March 1, at two, at office of Sols. Carter and Ball, Leadenhall-st.
CARTER, HENRY, plumber, Manchester. Pet. Feb. 9. March 2, at two, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester
CLEWETT, JOSEPH, joiner, Birkenhead. Pet. Feb. 10. Feb. 23, at three, at office of Sols. Bretherton and Hannen, Birkenhead
CROFT, FREDERICK, draper, Walthamstow. Pet. Feb. 2. Feb. 22, at three, at office of Sol. Howland, Chesham
CONNETT, GEORGE, picture dealer, Teignmouth. Pet. Feb. 9. March 3, at eleven, at office of J. M. Chamberlain, 30, Basinghall-st. Sol. Jordan, Teignmouth
CURTIS, JOSEPH, baker, Portishead. Pet. Feb. 9. Feb. 23, at eleven, at office of Sol. Ward, Bristol
DAVIES, CHARLES, builder, Hereford. Pet. Feb. 8. Feb. 23, at eleven, at office of Sol. Corner, Hereford
DAVIS, WILLIAM, bootmaker, Diggon-st, Stepney. Pet. Feb. 9. Feb. 27, at three, at office of Sol. York, Marylebone-rd.
DAY, WILLIAM, corn-chandler, Holland-st, Blackfriars-bridge-rd. Pet. Feb. 8. Feb. 24, at twelve, at office of Sol. Grayson, Hunter-st, Brunswick-sq.
DUNK, WILLIAM MOSES, coachbuilder, Parson-st, Hendon. Pet. Feb. 4. Feb. 23, at three, at office of Sols. Shaw, Roscoe, and Messrs. Bedford-row, Holborn
DRAY, THOMAS, commercial clerk, Blackfriars-rd. Pet. Feb. 10. Feb. 23, at office of G. W. Challis and Co., 11, Clement's-lane, Sol. Wickens, Palmerston-bldg, Old Broad-st.
EDWARDS, DAVID, printer, Town-rd. Pet. Feb. 8. Feb. 24, at three, at the Corbet Arms hotel, Town-rd. Sols. Jones and Davies, Dolly-gally
EDWARDS, JOHN, manure merchant, Frase par. Crown. Pet. Feb. 8. March 1, at eleven, at office of Sols. Elworthy, Curtis, and Davis, Plymouth
EKENSTED, BERNARD, ship chandler, Sunderland. Pet. Feb. 8. Feb. 24, at three, at office of Sol. Benham, Sunderland
FARRINGTON, FREDERICK WILLIAM, and COLLINS, LIONEL, corn factors, Muscovy-st, Tower-st, and Water-lane, Great Tower-st. Pet. Feb. 10. March 3, at twelve, at office of Sols. Crook and Smith, Fenchurch-st.
FAULL, THOMAS HENRY, pastry cook, Penzance. Pet. Feb. 9. Feb. 23, at office of Sols. Messrs. Roscorla, Penzance
FORRESTER, JAMES, cotton waste bleacher, Newton, near Hyde. Pet. Feb. 9. Feb. 24, at three, at office of Sol. Whitehead, Stalybridge
FORRESTER, JOHN, miner, Wetherby. Pet. Feb. 8. Feb. 23, at three, at office of Sol. Stevenson, Hanley
FRENCH, WALTER, draper, Fenny, Grimsby. Pet. Feb. 5. Feb. 22, at twelve, at the Fleece inn, Wakefield. Sol. Spurr
GOLDSTRAW, WILLIAM, butcher, Cheddleton. Pet. Feb. 3. March 3, at three, at the Queen's hotel, Hanley. Sol. Garside, Congleton
GOUGH, JOHN MERTON, tailor, Bradford. Pet. Feb. 10. Feb. 23, at ten, at office of Sol. Atkinson, Bradford

MCKONE, JOHN, plasterer, Stretford. Pet. Feb. 11. March 2, at three, at office of Sol. Adleshaw and Warburton, Manchester.
 MEDWAY, THOMAS WILLIAM, baker, Bedford-cd, Covent-garden, and Station-ter, Balham. Pet. Feb. 8. March 1, at three, at office of Sol. Vallance and Vallance, Essex-st, Strand.
 MILLINGTON, JOHN, painter and decorator, and hardware, Birmingham. Pet. Feb. 13. March 11, at three, at office of Sol. Rowlands and Bagnall, Birmingham.
 MITCHELL, JAMES HENRY, boot maker, Kingston-upon-Hull. Pet. Feb. 13. Feb. 24, at three, at office of Sol. Chambers, Hereford.
 NICKSON, THOMAS, druggist, Burton-upon-Stather. Pet. Feb. 11. March 1, at one, at the Victoria hotel, Kingston-upon-Hull. Sol. Hett, Froer, and Hett.
 PANGLOSS, JOHN, brewer, Marchmont-cd, Brunswick-st, London. Pet. Feb. 24, at three, at offices of Nickerson, a, accountant, 51, King William-st, London Bridge. Sol. Gausseus New Broad-st, E.C.
 PARSON, GEORGE CHARLES, coffee house keeper, High-st, Bloomsbury. Pet. Feb. 12. Feb. 27, at a quarter-past ten, at office of Sol. Hicks, Globe-rd, Mile-end.
 PIGGOTT, JOHN, builder, Rushden. Pet. Feb. 10. Feb. 26, at the Hind hotel, Wellingborough. Sol. Simpson, Higham Ferrers.
 PRICE, WILLIAM RAYMOND, commercial traveller, Oxford. Pet. Feb. 11. March 9, at half-past eleven, at office of Sol. Mallam, Oxford.
 PRIOR, WILLIAM, painter, Bideford. Pet. Feb. 11. Feb. 27, at two, at office of Sol. Docker and Bazel, Bideford.
 PROSSER, ISAAC JOHN, shipwright, Bridgwater. Pet. Feb. 11. March 3, at twelve, at offices of Sol. Chapman, Bridgewater.
 RAMSDEN, JOHN, provision dealer, Bolton. Pet. Feb. 13. March 1, at three, at office of Sol. Dawson and Sowcroft, Bolton.
 REDDEN, JOHN, cloth dealer, St. Peter's-st, Islington. Pet. Feb. 10. Feb. 24, at three, at office of Sol. Wetherfield, Gresham-buildings, Guildhall.
 RENOLDS, THOMAS, hatter, Birkenhead. Pet. Feb. 12. Feb. 27, at two, at office of Sol. Dewhurst, Birkenhead.
 ROWE, TREDORE, milkman, Joshua-st, Saint Leonard's-road south, Bromley. Pet. Feb. 11. March 2, at twelve, at office of W. B. Greening and Co., 26, Farrington-st, London.
 RYLAND, HENRY, tea dealer, High-st, Red-hill, and Goswell-rd. Pet. Feb. 10. March 2, at three, at office of Sol. Wood and Hare, Basinghall-st.
 RYDER, FRANCIS JAMES, surgeon, Avebury. Pet. Feb. 10. Feb. 23, at eleven, at office of Sol. Day, Devizes.
 SACHSE, EDWARD, iron dealer, 10, Fleet-st, New-rd. Pet. Feb. 4. Feb. 24, at three, at 1, Hare-pl, Stacey-st, Sol. Ody, Trinity-st, Southwark.
 SEWELL, FREDERICK, grocer, Southend. Pet. Feb. 12. March 1, at eleven, at the Green Dragon hotel, Bishopsgate-street, London. Sol. Messrs. Wood, Bowdler.
 SHARP, FREDERICK HENRY, mercantile clerk, Birmingham. Pet. Feb. 11. March 3, at eleven, at office of Sol. Blewett, Birmingham.
 SMITH, ROBERT, out of business, Bullington. Pet. Feb. 11. Feb. 25, at one, at the Eagle Hotel, Winchester.
 SPERRING, JAMES, currier, Northampton. Pet. Feb. 11. Feb. 26, at eleven, at office of Sol. Jeffery, Northampton.
 SUMNERVILLE, JOHN, builder, Bristol. Pet. Feb. 11. March 1, at two, at office of Sol. Jones, St. Edmunds, Nicholas-st, Bristol. Sol. S. Burgess, Lawrence, and Roberts.
 SWEET, ALFRED KNOWLMAN, Mile End-rd. Pet. Feb. 13. March 1, at three, at office of Sol. Wells, Great Portland-st, Oxford-st.
 TOWLERTON, WILLIAM HENRY, builder, Wakefield. Pet. Feb. 10. March 2, at eleven, at offices of Sol. Wainwright, Wakefield.
 TOWNEND, LAW, draper, Huddersfield. Pet. Feb. 11. March 1, at three, at offices of Sol. Ramsden and Sykes, Huddersfield.
 TROSBY, JOHN, draper, 10, St. James's, London. Pet. Feb. 10. Feb. 27, at eleven, at Mrs. Barker's Temperance hotel, Bridge-st west, Middlesbrough. Sol. Bainbridge, Middlesbrough.
 VERNON, JOHN JAMES, licensed victualler, Liverpool. Pet. Feb. 13. March 1, at three, at office of Sol. Barrell and Rodway, Liverpool.
 VICKERY, WILLIAM, grocer, Brackley Saint Peter's. Pet. Feb. 11. Feb. 27, at eleven, at office of Sol. Whitehorn, Benbury.
 WADSWORTH, JOHN, brewer, 1, Arden's-lane, and Albert-st, South, Buckhurst-hill. Pet. Feb. 13. March 3, at two, at office of Sol. Swann and Co, Chancery-lane, W.C.
 WEBSTER, GEORGE FREDERICK, out of business, Lower Branch, Manchester. Pet. Feb. 13. March 3, at three, at office of Sol. Mann, Manchester.
 WILLIAMSON, CHARLOTTE, widow and draper, Pontypool. Pet. Feb. 11. March 2, at twelve, at office of Sol. Watkins, Pontypool.
 WILDER, THOMAS HOLMAN, schoolmaster, Horton, in par. Bradford. Pet. Feb. 11. March 1, at three, at offices of Sol. Remolls, Bradford.
 WOOD, JOHN, grocer, Hides-ter, Wellington-rd, Barnsbury. Pet. Feb. 11. Feb. 26, at three, at Rider's Hotel, 133, Holborn.
 YEO, GEORGE, jun, builder, Burgess. Pet. Feb. 13. March 1, at two, at office of Sol. Tapley, Exeter.

[illegible]

BARKER, JOHN, farmer, Dore
Gazette, Feb. 12.
LOCKEY, JAMES, railway waggon manufacturer, Wotton, near
Northwich
TREDRE, THOMAS, dealer in mining shares, Wilton-sq, New
North-rd

HALL.—On the 3rd inst., at Sydenham-place, Longsight, Manchester, the wife of Charles J. Hall, solicitor, of a son.
HOOPER.—On the 10th inst., at Belfield Lodge, Weymouth, the wife of Pelly Hooper, solicitor, of a son.
JUKES.—On the 12th inst., at Birmingham, the wife of Ewart Jukes, Esq., of a daughter.

ROSTRON.—On the 12th inst. at Beddington, Surrey, the wife of Simpson Rostron, of the Middle Temple, Esq., Barrister-at-law, of a son.

GOLDNEY-LATH—On the 6th inst., at Birkenhead, Torkington, aged 60 years, the wife of the late John Lath, Esq., youngest daughter of the late John Lath, Esq., for many years M.P. for Birkenhead.

DEATHS.

BALDEN—On the 6th inst., aged 38, Edward Balden, of Wimbeldon and Southampton-buildings, London, solicitor, formerly of Birmingham.

DIMMACK—On the 7th inst., Edward Bagnall Dimmack, Esq., of Graseley, near Wolverhampton, esq., magistrate for the county of Worcester, D.L., aged 43 years, for the county of Stafford J.P. for the county of Monmouth, and high sheriff of the latter county 1856.

To Readers and Correspondents.

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The Law and the Lawyers.

MR. HUDDLESTON, Q.C., M.P., has been appointed to the Judgeship in the Common Pleas vacant by the resignation of Mr. Justice HONYMAN. MR. HUDDLESTON has been a most successful Nisi Prius advocate, but his appointment must be regarded as mainly political.

It seems very singular that a case should come before a court when there is a long succession of authorities all tending in one direction, and when consequently no doubt can arise as to what the decision will be. *Richardson's case*, *Re Mercantile Credit Association*, which was decided on the 9th inst. by Vice-Chancellor BACON, is of this character. W. A. RICHARDSON, the father, bought in 1865 twenty shares in the association in the name of his son, F. W. RICHARDSON, who was then a boy at school. The

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transfer deeds were executed by the father, who signed his son's name; and in the two deeds there were different descriptions given of the son. They were registered in the son's name, who, upon being applied to for payment, wrote in answer that he was a minor. Upon the adjourned summons in the winding-up that the father's name should be substituted for the son's, the VICE-CHANCELLOR allowed the summons with costs. There was no affirmation by the transferee after attaining his majority, as in *Lumsden's case* (L. Rep. 4 Ch. App. 31; 19 L. T. Rep. N. S. 437). There is quite a catena of authorities perfectly decisive of this point: *Reid's case* (24 Beav. 318), *Lichfield's case* (3 De Gex & Smale, 141), *Capper's case* (L. Rep. 3 Ch. App. 458), and *Mann's case* cited in *Capper's case*. This last is even stronger than the present, inasmuch as the minor had transferred his shares to third persons who were *sui juris*; and the names of these last persons were ordered to be removed from the list of contributories, and that of the original transferor substituted.

THE decision in the case of *Beaumont v. Emery*, which came before Vice-Chancellor MALINS on the 23rd inst., will be read with interest by all who are subject to the nuisance caused by noisy manufactories. The plaintiff owned some houses in Blackwall, and carried on business near the premises of the defendant, a cooper, who, for the purposes of his trade, kept a high pressure steam engine at work night and day. Complaint on the part of the plaintiff was of no avail. The constant vibration and noise did not abate; on the other hand, the nuisance was so great that the plaintiff left his house, and let it at a low rent to a tenant. He now prayed for an injunction. Sir R. MALINS, in delivering his judgment, made some observations that fairly embody the grounds on which courts of equity will grant injunctions in cases like the present. The principle of such courts is that every man is entitled to the enjoyment of his house free from any annoyance, whether it might be occasioned by pestilential vapours, smells, vibration from machinery, or undue noise. His Honour ridiculed the proposition that because the plaintiff after filing his bill, had left the house owing to the unbearable nature of the nuisance, he was therefore in the position of a mere reversioner, and without remedy. In simple terms, such a contention would go to the length of saying that if you commit a nuisance against your neighbour, you will be out of the jurisdiction of equity, provided the nuisance is so great as to drive your neighbour off his premises. Such a strange argument would not be listened to; on the other hand, as the learned judge remarked, the rule of the Court is that if a man has a tenant in the occupation of his house, and his neighbour does something to deprive that man of his tenant, and renders it impossible for him to get another, thereby making the property valueless, the man shall have a remedy. An injunction to restrain the defendant from working the steam engine between the hours of 7 p.m. and 6 a.m. without plaintiff's consent, was granted.

WE imagine that Vice-Chancellor HALL in his decision in the case of *Ellis v. Ellis* (31 L. T. Rep. N. S. 875), proceeded rather upon *a priori* than *a posteriori* principles. A testator gave all his property and effects whatsoever and wheresoever to his wife, "trusting she will do justice to any children we may have," for her own and absolute use and benefit. At the date of the will in 1863 there was one, and at the testator's death there were three children of the marriage. The question was whether the widow was entitled, or the words we have quoted "created a trust for the children. The VICE-CHANCELLOR doubted whether the subject of the gift was sufficiently certain, and was of opinion that the words operated as an absolute gift to the plaintiff. We own that we are totally unable to see any uncertainty, either in the subject or object of the gift. The subject was all the testator's property, real and personal; the objects, "any children we may have," a class easily ascertainable at the period of distribution. Doubtless the leaning of the court is against what are called "precatory trusts," and in our opinion very properly so. And it is very questionable whether such trusts ought ever to have been recognised; but recognised they have been over and over again when the words and the subjects and objects of the gift have been much more ambiguous than they are in the present case. Words expressive of wish, request, entreaty, and even of recommendation and expectation have been held to create trusts, and in cases where the objects have been far less easily ascertainable than in the present case. Thus in *Birch v. Wade* (3 V. & B. 198), a testator expressed his desire that certain property should be left at the disposal of his wife among her relations, and a trust was held to be created. Again, in *Briggs v. Penny*, decided upon appeal (3 Mac. & G.), a testatrix, after two legacies to Sarah Penny, bequeathed her all her residuary personal estate, "well knowing that she will make a good use and dispose of it in a manner in accordance with my views and wishes." There was not a word in this will as to what those views and wishes were, or whom the testatrix intended to benefit. Nevertheless, a precatory trust in favour of the next-of-kin was held to have been created. In delivering judgment in that case, Lord TRURO declared that notwithstanding that the objects are uncertain, or the trusts do not exhaust the property, or are im-

perfectly expressed, or are illegal—in all these cases the legatee is excluded. And he adds that there is a peculiar effect in the word “trust,” which is used in the present case. We scarcely think the decision of the VICE-CHANCELLOR would be affirmed on appeal.

THE manner in which Mr. Serjeant SIMON's motion for the appointment of a select committee to inquire into the working of the Election Petitions Act 1868, was received by the House of Commons last Tuesday night, shows clearly that the learned member's proposition was well timed. The fact cannot be concealed that the machinery for the trial of election petitions is not all that can be desired. Nor is this due to any fault of the Judges themselves. No amount of integrity and ability on the part of courts of equal jurisdiction, can secure uniformity in the principles laid down in isolated cases. If there are inconsistencies in the law of election petitions—if there are a number of conflicting *dicta*, and decisions manifestly irreconcilable, it is only what might, *a priori*, have been expected. When Parliament transferred to courts of law a part of its jurisdiction, it seems strange that the example furnished by those courts was not more fully recognised. The right of appeal is part and parcel of our legal institutions. The existence of such a right has taught us to look to it as a means of making the law uniform and certain. It is a safeguard against error and prejudice, and the confusion which is bred of conflicting decisions, when all are stamped with the seal of equal authority, and none have precedence. In creating the new courts for the trial of petitions, this safeguard was almost entirely ignored, and when it was recognised, it was recognised in such a meagre and mutilated form, that the very recognition served but to show more clearly what was wanting. Now that the Government has taken upon itself the consideration due to so important a subject, we may hope to see the law less anomalous. The questions involved in the motion of the learned Serjeant have an influence beyond the precincts of Parliament, and are of importance to more than the hon. members whose seats may be imperilled. A Judge, however learned, however impartial, if his decision has neither the support of a jury nor the check of a Court of Appeal, dare not expect that violent partisans of even a rightly unseated candidate will fail to make an attempt to obscure the justice of the decision, by insisting upon the want of this check and of the absence of that support.

As Mr. JOHN MITCHELL again proposes to seek the suffrages of the electors of Tipperary, it may be useful to point out the bearing of the law upon his case. At common law, a person attainted, that is, convicted of felony, is ineligible as a member of the House of Commons (4 Inst. 47). By 9 Geo. 4, c. 32, s. 3, “where any offender hath been or shall be convicted of any felony not punishable with death, and hath endured or shall endure the punishment to which such offender hath been or shall be adjudged for the same, the punishment so endured hath and shall have the like effects and consequences as a pardon under the great seal.” Mr. MITCHELL having been convicted of felony under 11 Vict. c. 12, s. 3, and sentenced to transportation for fourteen years, escaped before the expiration of those fourteen years, so that he is deprived of the benefit of 9 Geo. 4, c. 32, as not having endured his sentence, which was one of transportation beyond the seas, and would not be endured without the convict having undergone a restriction of liberty in one of the places appointed for the reception of convicts by the Sovereign in council, under 5 Geo. 4, c. 84, s. 3. By sect. 22 of the latter Act, which applies to Great Britain only, if any offender sentenced to be transported for any number of years, “shall be afterwards at large,” within any part of the dominions of the Crown, “before the expiration of the term for which such offender shall be sentenced,” he shall suffer death. By 4 & 5 Will. 4, c. 67, the punishment was altered to transportation for life, and by 20 & 21 Vict. c. 3, penal servitude was substituted for transportation. Inasmuch as in order to obtain a conviction under 5 Geo. 4, c. 84, s. 22, it is only necessary to prove the sentence, and that the defendant was at large before the expiration of it (see Arch. Cr. Law, p. 754), and inasmuch as there are no statutes of limitation applicable to criminal offences, we apprehend that Mr. JOHN MITCHELL, if he had been transported from England, would have been liable to a sentence of penal servitude for life for the offence of having been at large in Tasmania, at any point of time during the currency of his sentence. But the Irish statute happens to differ materially from that which applies to Great Britain. By the Irish statute (9 Geo. 4, c. 54, s. 16) “if any person heretofore or hereafter sentenced to be transported, either for life or for any number of years, shall be afterwards at large within any part of the United Kingdom before the expiration of his term of transportation, every such offender shall be guilty of felony, and shall suffer death as a felon.” By 5 & 6 Vict. c. 28, s. 12, transportation for life was substituted for capital punishment. But the substitution of the words “within any part of the United Kingdom” in the Irish Act, for the words “within any part of the dominions” of the Crown in the English Act, has, we imagine, rendered the Irish Act inapplicable to the case of Mr. MITCHELL, who did not visit either Great Britain or Ireland at any point of time “before the

expiration of his term of transportation.” If, however, Mr. MITCHELL should, in escaping, have done anything which was an offence against the laws of Tasmania, and which if done here would have amounted to felony, he is liable to be arrested in any part of the United Kingdom and sent back to Tasmania for trial.

WE approve generally of the provisions of the new Adulteration Bill, which is framed very much in accordance with the recommendations of the Select Committee which sat last session. We much regret, however, to observe that Mr. SCLATER-BOOTH proposes to disregard one of the most important of those recommendations—that the appointment of analysts should be made compulsory. And we think the greatest possible publicity should be given to the following remark of Mr. SANDFORD:—“He was not going to mention names,”—so spoke that Parliamentary authority of twenty-two years' standing, upon the subject of adulteration—“but he would say that in certain towns analysts were appointed with the express understanding that no action should be taken against any person in the town.” If this be substantially true, it is the strongest argument for the compulsory appointment of analysts, who should not be local men, but should be appointed by the Local Government Board. We further observe that Mr. MUNTZ, Mr. SANDFORD, and Dr. LYON PLAYFAIR, all joined in protesting against the frequent insertion of “knowingly” in the various clauses of the Bill, affirming that if it were necessary to prove a guilty mind in the retailer, it would be impossible to obtain a conviction. We take this to be the crucial point of adulteration statutes. At common law it is of course necessary to prove the *mens rea*; by the Adulteration Act of 1872, the intention of the Legislature was left in grave obscurity, and in the two decisions of *Fitzpatrick v. Kelly* in the case of butter (28 L. T. Rep. N.S. 588), and *Roberts v. Egerston* in the case of tea (30 L. T. Rep. N.S. 633), the Court of Queen's Bench pronounced against the retailer. As for the policy of the law, we think it might be well to draw a distinction between deleterious and merely fraudulent adulteration, and to make it necessary to prove the *mens rea* in the latter case, but not in the former. As for the drawing of the statute, we hope that the intention, whichever way it be, may be expressed in language clear beyond all possibility of doubt. And we would point out that the mere insertion or omission of “knowingly,” though perhaps legally sufficient for the purpose (see *Mullins v. Collins*, 29 L. T. Rep. N.S. 838) is by no means a satisfactory mode of accomplishing it. An example of the proper formula may be found in 31 & 32 Vict. c. 121 s. 24 (The Pharmacy Act, 1868), a section which Mr. SCLATER-BOOTH now proposes to repeal. It runs thus:—“Any person . . . who sells any article adulterated, shall, unless the contrary be proved, be deemed to have knowledge of such adulteration.”

THAT the rule *Actio personalis moritur cum personâ* does not apply to cases where the estate of a deceased person has suffered damage from the tortious breach of a contract made with the deceased in his lifetime was laid down so long ago as 1822, by Mr. Justice RICHARDSON in *Knights v. Quarles* (4 Moore 532). But notwithstanding the frequency of actions against railway companies under Lord Campbell's Act (9 & 10 Vict. c. 93), it appears from the recent case (reported this week) of *Bradshaw and wife* (executrix) *v. Lancashire and Yorkshire Railway Company* (31 L. T. Rep. N.S. 847), that no previous action had ever been brought since that Act in respect of damage to the estate of the deceased. It was contended for the defendants that the *obiter dictum* of Mr. Justice RICHARDSON was not law, and that Lord Campbell's Act restricted plaintiff's executors to its own sole remedy in respect of the injury sustained by the near relatives of the deceased from the loss of the pecuniary advantages which they had derived from the continuance of his life. But the Court of Common Pleas (Justices GROVE and DENMAN), has refused, and as we think very properly, to be convinced by either of these arguments. The correctness of the dictum in *Knights v. Quarles* (*ubi sup.*) had been confirmed by the great authorities, first of Mr. Justice WILLES in *Alton v. Midland Railway Company* (12 L. T. Rep. N. S. 103), and subsequently of Sir E. V. WILLIAMS in his classical treatise upon the law of Executors (vol. 1, p. 798), where the point is put very clearly thus: “It must be observed that if the executor can show that damage has accrued to the personal estate of the testator by the breach of an express or implied promise, he may well sustain an action at common law to recover such damage, although the action is in some sort founded on a tort.” The second objection is well disposed of by the remark of Mr. Justice GROVE: “That there is no reason either in law or logic why Lord Campbell's Act should take away a right of action in one sense because it gives a right of action in another.” It will be observed that the learned Judges differed as to whether *Potter v. Metropolitan Railway* (30 L. T. Rep. N. S. 765) (recently affirmed by the Exchequer Chamber) was distinguishable or not. It is well to bear in mind, therefore, that the recent decision is well supported by the earlier authorities so fully examined by Mr. Justice DENMAN. It was also contended for the defendants that the damage arising from depreciation of business during the lifetime of the deceased came within the well-known rule in *Hadley v. Baxendale*.

dale (9 Ex. 341; 23 L. J. 182, Ex.). But both the learned Judges fully agreed in holding that "a railway company must be supposed to have it in their contemplation that if a passenger be injured, his business, if he have any, will necessarily suffer." On this point also we see no reason to question the correctness of the decision. It must be observed that the declaration was "carefully framed so as to make out a case in contract," but we presume that it might have been amended at the trial, if it had been framed *in tort*, as the declaration usually is in actions of this kind.

THE Profession are indebted to Mr. FORSYTH for directing attention to the language and manner of drawing modern statutes, and more particularly to the practice of legislating by incorporating with, and referring to, portions of other statutes. There is no doubt, at present, great ground for complaint, and Judges and counsel alike have constantly expressed the difficulty felt in construing the provisions of many of the more recent statutes. A Bill, as Mr. FORSYTH stated, might be admirably drawn, yet after the second reading, when it was considered in committee, amendments were introduced which conflicted with other parts of the Bill, and which caused the greatest difficulty when the measure came to be administered as law and construed by the Judges. These amendments or alterations, it was suggested, should be finally considered and revised by a committee of the House, assisted by a legal officer, who should afterwards report to a committee of the whole House as to the accuracy of language, consistency of provisions, and harmony with existing legislation. The ATTORNEY-GENERAL admitted the necessity for some amendment of the present system, and undertook, on the part of the Government, that it should receive early consideration. There is one point to which attention might, with advantage, have been drawn whilst this subject was under discussion, namely, the modern mode of passing what may be termed a skeleton Act of Parliament, and relegating the minutiae of the Act to rules which are to have the force and effect of the Act. This is an innovation of which the present Bankruptcy Act affords an unfortunate example. The Act itself consists of 136 sections only, yet the rules number 350, with 200 forms. These rules were assumed to be framed by the late LORD CHANCELLOR with the assistance of the CHIEF JUDGE, but they bear no trace of his master hand. They are in many respects altogether outside the Act of Parliament, and in some instances at variance therewith, the LORDS JUSTICES, on more than one occasion, having ignored them in favour of the Act. How the Legislature should have consented to give the force of the Act itself—over nearly every section of which there was a discussion—to rules over which it had no control, seems inexplicable. Much of the dissatisfaction expressed with the expensive character of the Act is due to these rules, and it is to be hoped that the committee now sitting to consider the working of the Act will apply themselves to their speedy amendment.

THE VENDORS AND PURCHASERS ACT, 1874, SECT. 7.

WE observe that the Lord Chancellor's Land Titles and Transfer Bill proposes to repeal the 7th section of the Vendors and Purchasers Act 1874. This section, the precise effect and applicability of which has been the subject of much conflicting opinion and discussion, may broadly be stated to abolish, as from the commencement of the Act (the 7th Aug. 1874), the well known maxim that where there is equal equity the law must prevail. We apprehend that under the existing law, any equity, however remote, vague, or concealed, provided only the person asserting it, or his predecessors in title is not chargeable with negligence of the kind known as crass or gross, will prevail over the legal and equitable rights of a purchaser for valuable consideration without notice deriving under a title later in point of time. The practical result is of course to render purchasers far more unsafe than before; and, indeed, the section is only compatible with a system of universal compulsory registration, to which it might very justly be appended. This section ought, we think, to be repealed at the earliest possible moment. A contemporary suggests that it should be repealed "as from the time of the commencement and taking effect thereof," in order that there may not be a *hiatus valde defendendus*—a chronological period dating from the 7th Aug., 1874, to the date of repeal, during which the maxim above referred to, and all the subsidiary rules as to tacking and protection by means of the legal estate, would cease to be applicable. Fully agreeing that such retrospective repeal would be desirable, if it could be effected without grave injustice, we do not believe that such injustice or the possibility, perhaps probability of it can be avoided by any provision for exceptions to a retrospective repeal. That is to say, we think that the provision for exceptions must be wide and comprehensive enough to include every possible case, and so in reality to render the repeal not retrospective at all.

It is clear to our minds that, in point of justice, the repealing Act must provide that every equity or equitable estate subsisting at the date of repeal of the section in question shall, notwithstanding such repeal, have the same priority or protection against legal or other estates or interests, and as against tacking (including future tacking) as it would have had if there had been no repeal.

A rule or statute by which priorities of estates or incumbrances are to be governed, is pre-eminently one that must not be allowed to operate retrospectively. The 7th section of the Act of 1874 was, no doubt, a gross blunder; but it was one on which purchasers and mortgagees, and persons entitled to equities generally, were justified in relying. To repeal it retrospectively would be a crime, which, notwithstanding the Napoleonic *dictum* as to the comparative enormity of crimes and blunders, we should be sorry to see perpetrated.

SEARCHES, INQUIRIES, AND NOTICES.

(Continued from vol. *lvi.*, page 134.)

POLICIES OF LIFE ASSURANCE.

A CENTURY ago these contracts were governed by the laws affecting ordinary contracts, but it being found by experience, as the preamble states, that the making insurances on lives or other events, wherein the assured had no interest, had introduced a mischievous kind of gaming, it was by the 14 Geo. 3, c. 48, enacted that no insurance should be made by any person or persons, bodies politic or corporate, on the life or lives of any person or persons, or on any other event or events whatsoever, wherein the person or persons for whose use, benefit, or on whose account such policy or policies should be made, should have no interest, or by way of gaming or wagering; and that every assurance made contrary to the true intent and meaning thereof should be null and void to all intents and purposes whatsoever: (sect. 1.) And, further, that it should not be lawful to make any policy or policies on the life or lives of any person or persons, or other event or events, without inserting in such policy or policies the person's or persons' name or names interested therein, or for whose use, benefit, or on whose account such policy was so made: (sect. 2.) And further, that in all cases where the insured had interest in such life or lives, event or events, no greater sum should be recovered or received from the insurer or insurers than the amount or value of the interest of the insured in such life or lives, or other event or events: (sect. 3).

The assurer must have an interest in the life of the person assured. A person has an interest in his or her own life, and in the life of his or her wife or husband, but not, without further grounds than those of parentage in the life of his or her child: (*Halford v. Kymer*, 8 L. J. 311, K.B.) Yet a parent may insure his child's life in the name and for the benefit of the child. The time of effecting the policy is that for fixing the interest of the assured, and no subsequent cesser of such interest can affect the matter: (*Dalby v. India and London Assurance Company*, 24 L. J., N. S., 2, C. P.), the policy not being a contract of indemnity only as a fire or marine policy: (*Law v. London Indisputable Life Policy Company*, 24 L. J., N. S., 196, Eq.)

The names of every interested person must be stated in the policy, or it will be void (*Evans v. Bignold*, 4 L. Rep. 622, Q.B.); and it must appear on the face of the policy that they are interested persons: (*Hodson v. The Observer Life Assurance Society*, 26 L. J., N. S., 303, Q. B.). It has, however, we believe been decided, but we cannot at the time of writing place our hands upon the case, that when a *bonâ fide* assurance is made by a person as trustee, it is not necessary that the names of all his beneficiaries should be stated in the policy.

The word "interest," in the 3rd section of the Act, means pecuniary interest (*Halford v. Kymer*, *ubi sup.*), and with regard to the quantum of interest, Lord Hatherley is reported to have said, in the case of *Law v. London, &c., Company*, "I apprehend that when you are insuring a man's life, or dealing with annuities or the like, the value you are to recover is the value that will be coming to you upon the determination of the event; that is the interest you have in the policy."

The Act above referred to applies to assurers and assured only, and therefore where a person has received the assurance moneys he cannot justify his improper retention of them by a plea that the policy was void under the provisions of the Act: (*Lysons v. Barrow*, 5 L. J., N. S., 102, C. P.)

The assured is bound to disclose to the assurer all facts affecting the life, whether he consider them material or otherwise (*Van Lindenau v. Desborough*, 7 L. J. 42, K. B.), and he is also bound by the replies of the life (*Maynard v. Rohde*, 3 L. J. 64, K. B.), even if he expressly inform the assurer that he knows nothing of the life, and that the assurer must get information for himself (*Everett v. Desborough*, 7 L. J. 223, C. P.), and any change of circumstances between the proposal and the issue of the policy must be communicated to the assurer: (*Traill v. Baring*, 33 L. J., N. S., 521, Eq.)

There is no principle of public policy upon which a life assurance is void by the suicide of the assured while in a state of insanity (per Lord Hatherley, in *Horn v. Anglo-Australian and Universal Family Life Assurance Company* 30 L. J., N. S., 511, Eq.). Nearly all policies, however, contain a clause vacating the policy if the assured die by his own hand or by the hands of justice; and with such a clause it matters not whether the assured be sane or not when he commits the Act: (*Dufour v. The Professional Life Assurance Company*, 27 L. J., N. S., 817, Eq.) In most policies, however, the rights of third persons, to the extent of their



bonâ fide interests, are reserved, and, as a rule, it matters not how the last-mentioned interests have been created (*Cook v. Black*, 11 L. J., N. S., 268, Eq.; *Dufour v. The Professional Life Assurance Company (ubi sup.)*; *Jones v. Consolidated Investment and Assurance Company*, 28 L. J., N. S., 66, Eq.), and for the purpose of such a reservation the assurer will be considered a third person, so as to cover the amount of any loan made by him to the assurer on the security of the policy (*White v. British Empire Mutual Life Assurance Company*, L. Rep. 7 Eq. 394), and in such a case the assurer would not be entitled to have the securities marshalled: (*The Solicitors' and General Life Assurance Society v. Lamb*, 33 L. J., N. S., 426, Eq.).

Previously to the passing of an Act to which we shall presently refer, the sums assured by policies of assurance were considered ordinary *choses in action*, and were governed by the same rules, so that, although no legal assignment could be made, after due notice had been given to the office, or in special cases to their agents, an equitable interest would be created.

Policies of assurance were, however, of such widespread use, that it was deemed necessary to take them out of the category of ordinary *choses in action*, consequently an Act called The Policies of Assurance Act 1867 was passed in 1867 (30 & 31 Vict. c. 144), by which it was provided that any person or corporation being, or thereafter becoming entitled, by assignment or other derivative title, to a policy of life assurance, and possessing at the time of action brought the right in equity to receive, and the right to give an effectual discharge to the assurance company liable under such policy for moneys thereby assured or secured, should be at liberty to sue at law in the name of such person or corporation to recover such moneys: (sect. 1.) And that in any action a defence on equitable grounds, or a reply to such defence on similar grounds, might be respectively pleaded and relied upon in the same manner and to the same extent, as in any other personal action: (sect. 2.)

For the protection of the Assurance Companies it was provided that no assignment to be made after the passing of the Act should confer on the assignee therein named, his executors, administrators, or assigns, any right to sue for the amount of such policy, or the moneys assured or secured thereby, until a written notice of the date and purport of such assignment should have been given to the assurance company liable under such policy at their principal place of business for the time being, or in case they had two or more principal places of business, then at some one of such principal places of business, either in England, or Scotland, or Ireland, and the date on which such notice should be received should regulate the priority of all claims under any assignment; and a payment *bonâ fide* made in respect of any policy by any assurance company before the date on which such notice should have been received, was to be as valid against the assignee giving such notice as if the Act had not been passed: (sect. 3.)

To enable assignees to comply with and take advantage of the provisions of the Act, every assurance company is bound to specify on every policy issued by them after the 30th Sept. 1867, their principal place or places of business at which notices of assignment may be given: (sect. 4.)

After most kindly providing a form of assignment which might be made either by endorsement on the policy or by a separate instrument or otherwise, provided it be duly stamped, the Act declares that every assurance company to whom notice shall have been duly given of the assignment of any policy under which they are liable shall, upon the request in writing of any person by whom any such notice was given or signed, or of his executors or administrators, and upon payment in each case of a fee not exceeding 5s., deliver an acknowledgment in writing under the hand of the manager, secretary, treasurer, or other principal officer of the assurance company of their receipt of such notice; and every such written acknowledgment, if signed by a person being *de jure* or *de facto* the manager, secretary, treasurer, or other principal officer of the assurance company, whose acknowledgment the same purports to be, shall be conclusive evidence against such assurance company of their having duly received the notice to which such acknowledgment relates: (sect. 6.)

The Act is not to extend to policies issued under the 16 & 17 Vict. c. 45, and 27 & 28 Vict. c. 43, which relate to Government annuities or to any engagement for payment on death by any friendly society.

In cases of dealing with policies, it should be ascertained if possible, with regard to those of recent date, that the information upon which they were issued was substantially correct, and in all cases that the age has been correctly stated; also that the assurer had at the creation of the policy an interest in the life assured. With the exception of seeing the age has been correctly given, it is not generally considered necessary to look into the other matters above suggested, as insurance offices, for obvious reasons, do not, unless in very exceptional cases, take advantage of the provisions of the Act.

Inquiry must be made at the head office, whether the policy is still in force, and whether any notice of assignment or charge has been there served, and immediately upon completion a notice in writing in duplicate, giving its date and purport of the transaction, signed, if possible, by the assignor, should be sent to the office

stated in the policy, with the fee of five shillings. The proper officer will indorse a memorandum of its receipt upon the notice, which must be preserved.

Until 1869 deposits of policies or charges upon them, where notice had not been given to the assurers, were liable to be rendered useless by the bankruptcy of the assured; such, however, is not now the case. It is not, however, prudent to abstain from giving notice to the office, as the expense is trifling, and upon the determination of the object for the deposit or charge, a notice to that effect can easily be sent to the office.

Notwithstanding the decisions of Vice-Chancellor Malins, in *Stuart v. Cockerell* (L. Rep. 8 Eq. 607), and in *Re Russell's Policy Trusts* (L. Rep. 15 Eq. 26), it will be prudent to search for bankruptcies, insolvencies, and composition deeds, and liquidations by arrangement, against the assured, and also to see that the policy is not the subject of a *lis pendens*.

POLICIES OF FIRE INSURANCE.

When property is of a leasehold tenure, upon which there are buildings, the lessee will be bound to keep the latter insured against damage by fire. The purchaser must ascertain that a policy in accordance with the lease is in existence.

In cases of sales of house property the usual practice is for the vendor upon completion to endorse over the policy to the purchaser. The arrangement as to the policy should not, however, be postponed until completion, but the purchaser should either insure immediately after the contract for purchase, or the contract should provide that the purchaser should have the benefit of the existing policy, otherwise, in case of a fire between the contract and completion, the vendor will be entitled to the insurance money: (*Poole v. Adams*, 33 L. J., N. S., 725, Eq.).

TWO DECISIONS UNDER THE LEASES AND SALES OF SETTLED ESTATES AMENDMENT ACT 1874.

THE character of a statute is best determined by the cases which arise under it; and, although it would be but a rough and ready method to lay down, as a general rule, that the excellence of a particular law in respect of its framing, was exactly proportionate to the fewness of the questions arising from its construction, which required judicial interpretation, still that is an important element in forming an opinion. A statute ought not, at least, to be exposed to the sarcastic observation of Vice-Chancellor Knight Bruce on Locke King's Act—that it was not less advantageous to the legal profession, than to any other class of Her Majesty's subjects. We do not think that the present statute will be found to deserve the censure implied in that remark. Both cases we are discussing turn upon the construction of the 2nd and 3rd sections of this Act. Those sections provide that where, under the principal Act, the consent of persons to an application under the Act is required, and such consent shall not have been obtained, notice shall be given to such person in such manner as the Court shall direct, requiring him to notify within a term specified in such notice, whether he assents to or dissents from such application, or submits his rights to the Court, and every such notice is to specify to whom and how such notification is to be delivered. The section ends thus: "In case no notification shall be delivered or left in accordance with the notice, and within the time thereby limited, the person to or for whom such notice shall have been given or left shall be deemed to have submitted his rights and interests to be dealt with by the Court. The third section provides that under certain conditions the Court may dispense with such consents. In the case of *Re Crabtree's Settled Estates*, which came before the Lords Justices on the 13th inst., a petition was presented for the execution of a lease by all persons whose consent was required, except two persons of unsound mind, not found so by inquisition, who are confined in a lunatic asylum, Vice-Chancellor BACON doubted whether the case of persons of unsound mind came within the section, and at his request the application was renewed before the Lords Justices, who very properly held that the service of the petition would be good under this section, but that it should be made personally on the lunatics, as well as on the managers of the asylums. As the court in all such cases itself considers the expediency of the application, it seems needless to have a committee appointed, on whom the notice should be served, and who would himself have to submit to the judgment of the court, even if adverse to him. We doubt whether the decision of Vice-Chancellor MALINS in the other case, to which we have alluded (*Re Hooke's Estate*, W. N. Feb. 20), is equally sound. A petition for sale was made by a tenant for life, and his two infant daughters, tenants in common in tail, by their guardian. No notice was served under sect. 2 on the remaindermen, and the Vice-Chancellor decided that an order could be made under sect. 3 of the Amendment Act, and that it was not compulsory under sect. 2 to serve the remaindermen. There is nothing to show in the present case that the remaindermen knew of the petition, which seems to have been unopposed. Such canons of interpretation as the Vice-Chancellor applies are happily less common in legal than in theological questions. The remaindermen's consent would, under

the original Act, certainly have been required. The section says that all persons whose consent was formerly requisite are to have notice of the application; no words can be plainer. The Vice-Chancellor interprets this to mean that no notice need be given them. What the statute lays down as a condition precedent to the application, the learned judge treats as of no importance whatever.

DIGEST OF THE BANKRUPTCY DECISIONS OF 1874.

EXECUTION CREDITOR.

(Continued from page 283.)

THE 87th section of the Bankruptcy Act 1869 requires the sheriff to retain in his hands for fourteen days the proceeds of the sale of a trader taken in execution, in respect of a judgment for a sum exceeding £50, and provides that if no notice of a bankruptcy petition having been presented against the trader be served on him . . . he may deal with the proceeds of such sale in the same manner as he would have done had no notice of the presentation of a bankruptcy petition been served on him.

When the goods of a trader have been taken in execution in respect of a judgment, and sold, and the sheriff, in accordance with the provisions of the 87th section of the Bankruptcy Act 1869, retained the proceeds in his hands for fourteen days without having received any notice of a bankruptcy petition having been presented against the trader, hands over the proceeds of a sale to the execution creditor, the latter has a good title to such proceeds, notwithstanding the subsequent bankruptcy of the trader. Decision of Mellish, L.J., reversed: (*Ex parte Villars; re Rogers*, 30 L. T. Rep. N. S. 348).

When the sheriff has levied execution by seizure and sale of a trader's goods for a debt exceeding £50, and notice has been served upon him within the period of fourteen days from the sale that a petition for liquidation has been presented by the trader, but the creditors hold meetings and separate without passing any resolution, then the sheriff may, on the expiration of the fourteen days, without any further notice of a bankruptcy petition, pay over the proceeds of sale to the execution creditor, who is entitled thereto, although the debtor is subsequently adjudicated a bankrupt, upon a bankruptcy petition, founded on the declaration of insolvency contained in the liquidation petition. In the 87th section of the Bankruptcy Act 1869, the words "bankruptcy petition," include a petition for liquidation, and under proceedings for a liquidation the application of a trustee is, for the purposes of that section, equivalent to an adjudication of bankruptcy under a bankruptcy petition. Where an execution creditor pays back the proceeds of his execution to the trustee, under the bankruptcy of his debtor, under a mistake of law, the court will order the trustee to refund the amount: (*Ex parte James; re Condon*, 30 L. T. Rep. N. S. 773).

A trader's goods being seized by the sheriff on the 18th Nov., under an execution for a judgment debt exceeding £50, the debtor paid the sheriff a sum of money before sale on account of the debt, which payment the execution creditors were informed of and assented to. On the 24th Nov., and within fourteen days of the seizure, the debtor filed a petition for liquidation by arrangement, and an order restraining further proceedings under the execution was served on the sheriff, who continued to retain in his hands the money so paid him by the debtor on account. No sale took place, and subsequently, on the 20th Dec., trustees were appointed under the liquidation who claimed the money which the plaintiff had in his hands as against the execution creditors, who made a counter claim to it. Upon an interpleader issue raised by the sheriff, it was held by the Court of Exchequer (Kelly, C.B., and Cleasby and Amphlett, BB.), following *Ex parte Brooke; re Hassall*, before the Lord Chancellor and Lords Justices (30 L. T. Rep. N. S. 103; L. Rep. 9 Ch. App. 301; 43 L. J. 49, Bank.), that as the payment to the sheriff had been assented to by the execution creditors, the latter were entitled to the money so paid as against the trustees under the liquidation; and that in no sense, there having been no sale, could such money be deemed to be the proceeds of a sale within the meaning of sect. 87 of the Bankruptcy Act 1869: (*Stock v. Holland*, 31 L. T. Rep. N. S. 121).

A plaintiff, who had recovered judgment with damages in an action in tort against an infant, sued out an *elegit* against the infant's land on the judgment. The infant's only interest in land was a remainder in fee expectant on the death of a tenant for life, which produced no present income to the infant. The sheriff returned that the infant was seised of the reversion of the land in fee simple, and that it was of the annual value of £124, and that he had delivered the premises to the creditor. The creditor then presented a petition under the 27 & 28 Vict. c. 112, s. 4, for a sale of the infant's interest in the land: Held, first, that the sheriff had no power to seize an estate in remainder belonging to an infant, and therefore the judgment creditor had acquired no charge on the infant's interest. Secondly, that the sheriff, having erroneously returned that the infant was seised of a reversion producing a present income, a petition for sale of the infant's interest, which was a bare remainder, was inconsistent with the return, and could not be supported. The decision of Vice-Chancellor Malins reversed: (*Re South*, L. Rep. 9 Ch. 369).

An execution creditor who has obtained, served, and made absolute a garnishee order before the bankruptcy, is also a creditor holding "a charge on the bankrupt's estate, as security for a debt due to him," within sect. 16, sub-sect 5 of the Bankruptcy Act 1869: (*Emanuel v. Bridger*, 30 L. T. Rep. N. S. 194).

A garnishee order obtained and served by an execution creditor, especially when made absolute before the bankruptcy, constitutes the execution creditor a creditor "holding a security on the property of the bankrupt" within sect 12 of the Bankruptcy Act 1869: (*Ibid*).

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The Early History of Institutions. By Sir HENRY SUMNER MAINE, K.C.S.I. London: John Murray.

SIR HENRY MAINE's work on "The Early History of Institutions" is stated in the preface to be an attempt to carry further in some particulars the line of investigation pursued by the author in an earlier work on "Ancient Law." The latter work was a most valuable contribution to the history of law. Its merits have been fully recognised, and little more need be said on that head. The acumen and research brought by Sir Henry to his task, render all his opinions upon questions of archaic legal institutions worthy at all times of the most careful consideration, often of full acquiescence.

Just as the Roman Law, traced through its various forms of change and developments, occupied the chief place in the treatise on "Ancient Law," so in the present volume the ancient Irish law is brought prominently into the foreground. In a series of thirteen lectures a variety of interesting questions, more or less intimately connected with that law, are handled with the clearness and ability which the reputation of the author would lead us to expect. Starting from a general survey of the materials to which a historian of early institutions can resort, we are presented with a number of lectures that treat upon such questions as—Kinship as the basis of Society, The Tribe and the Land, The Chief and his Orders, The Chief and the Land, Ancient Divisions of the Family, The Growth and Diffusion of Legal Ideas, all of which tend to throw new light upon subjects very little understood. The author, in referring to the object of his treatise, says, "The ancient Irish Law, the so called Brehon Law, has been for the most part bitterly condemned by the few writers who have noticed it; and after gradually losing whatever influence it once possessed in the country in which it grew up, in the end it was forcibly suppressed. Yet the very causes which have denied a modern history to the Brehon Law have given it a special interest in our day through the arrest of its development;" and concludes by hoping that this interest will excuse him for making the conclusions it suggests the principal subject of his volume. He may be sure that his readers will hold him more than excused. On the whole, we think that the last five lectures are the most interesting of the series, and of these we would particularize the two upon the subject of The Primitive Forms of Legal Remedies, and that upon the Early History of the Settled Property of Married Women. The last, at least, should be read by all lawyers. In conclusion, we can but say that the best results should be hoped for when legal works of so high an order as those on Ancient Law and on the Early History of Institutions are adopted as text books by our universities and the Council of Legal Education.

The Law of Injunctions. By FRANCIS HILLIARD. Philadelphia: Kay and Brother. London: Sampson, Marston, Low, and Searle. Third Edition.

MUCH ingenuity has been exercised by text-writers on this branch of the law. The works of Kerr and Joyce are familiar to all lawyers, the latter having swept together English as well as American cases. For the latter cases Mr. Joyce was indebted to the work before us—a circumstance which we did not notice when we reviewed Mr. Joyce's work; had we done so we should have expressed the opinion that the practice of taking from one text-writer his version of decided cases and his deductions from them is calculated to have a very mischievous tendency, and to produce a repetition of blunders which every text-writer is liable to make in interpreting case law. The ordinary class of text-book should not be written unless the author is prepared to go to the source of the law for himself—those portions which an author proposes to take secondhand he had far better leave alone. Moreover it is doubtful whether the proceeding is altogether fair, for had not Mr. Joyce borrowed from Mr. Hilliard, English lawyers might have thought it expedient to buy Mr. Hilliard's book. But as it is, Mr. Hilliard is worth purchasing, his arrangement being clear and, as far as possible, scientific—to use a much-abused word. The work is in a single volume, comprising thirty-two chapters, embraced in 758 octavo pages.

This being a third edition—in the case of a law book the best possible testimony to its worth—we do not propose to describe its scheme and contents, but we may remark that there are one hundred pages of new matter, and the cases, both English and American, seem to be brought up to a recent date. The chapters

on Easements, Contracts and Negotiable Instruments, are excellent specimens of text-book writing, and deal ably with the English cases. Mr. Hilliard has our best wishes for the success of his work in this country.

A Treatise on the Law of Negligence. By FRANCIS WHARTON, LL.D. Philadelphia: Kay and Brother. London: Sampson Low and Co.

WHEN we look at our unpretending little treatises on the law of negligence, it is difficult to believe that a ponderous tome on the same subject could be usefully compiled. But if we mistake not, Mr. Wharton occupies a far more extended field than our English writers. His preface shows that he studied with a view to ascertain the basis upon which the law rests, and it was not until he had collected, as a student, large quantities of material that he decided (and even then not without hesitation) upon publication. We must here remark that we believe the reason why American legal literature has attained to such excellence is that so many American lawyers write from sheer love of study, publication being a secondary consideration. English lawyers too often, we fear, write to make themselves known, and in pursuit of this one object, they miss, perhaps, a reputation which they might have acquired had they been less hasty in writing, or not written at all. It is frequently deplorable to contemplate the trumpery brochures which are issued from the Press with the author's name conspicuously gilt lettered upon every available part of the cover, and it is scarcely comprehensible how educated men can put to sea in such ridiculous cockleshells.

We have said that Mr. Wharton has occupied a more extended field than any of his contemporaries. His view is, however, "that so far as concerns the particular aspect of the law" which he purposes to present, he has not been preceded by any writer in the English language. This is an interesting fact, and Mr. Wharton explains it by showing the distinction between the principles of the scholastic and the classical jurists. Lord Holt and Sir W. Jones "both relied for authority on the scholastic jurists of the middle ages rather than on the classical jurists of business Rome;" and he adds, "it was but natural that Judge Story and Chancellor Kent—the treatise of Gaius not having been as yet discovered, and the chief accessible summaries of the Corpus Juris being those of the scholastic jurists—should have followed Lord Holt and Sir William Jones." Mr. Wharton then points to the conflict between the scholastic and the classical jurists. First as regards "culpa:" according to the scholastic jurists it is of three grades—*lata*, *levis*, and *levissima*, whilst according to the classical jurists it has but two grades—*lata* and *levis*. By the scholastic law in agencies, involving special trust, the agent was liable for *culpa levissima*. By the old Roman law, *culpa levissima* was not punishable, it being incident to all busi-

ness, and to punish men for *culpa levissima* in their business, would be to prevent them from doing any business at all. Then, again, according to the scholastic jurists, *mandatum* (agency) is a gratuitous undertaking, and the mandatory is only bound to ordinary diligence. On the contrary, the classical jurists say that *mandatum* is not gratuitous, for in all cases a special action lies against the *mandant* in behalf of the mandatory for the recovery of his *salarium* or *honorarium*. There are further instances of conflict which will prove of great interest to the student and the jurist, and all these points are dealt with at length by Mr. Wharton in the body of his work, illustrations being furnished to show, as our author well says, "that our adjudications have been on one plane of jurisprudence, and our principles on another plane; the necessities of business life drove us to approach the law of business Rome, while the authority of our jurists induced us still to cling to the idealistic fictions of mediævalism."

This work is composed of three books: I. General Principles; II. Negligence in discharge of duties based on contract; III. Negligence in discharge of duties not based on contract. We cannot select for particular commendation any one portion of the book, nor can we by extract give a fair idea of the excellence of the whole. By reference, however, to the opening chapters of the first book, it will be readily seen that in Mr. Wharton we have a text writer of no ordinary character. He begins by giving definitions of negligence by Baron Alderson and Mr. Austin, and he does not hesitate to append to these a definition of his own. His deduction from his own definition is that to constitute negligence there must be (1) inadvertence; (2) imperfection in discharge of a duty; (3) a duty which is thus imperfectly discharged; and (4) injury to another or the public, as a natural and ordinary sequence. Then he proceeds to a most learned discussion of the meaning of *culpa*; and several pages are devoted to "the essentials of negligence;" and the different kinds of negligence. Amongst the most practically important of Mr. Wharton's chapters is the fifth, entitled "Master's Liability to Servants." We would also direct attention to the ninth, on Contributory Negligence.

We must observe that the whole of what Mr. Wharton writes is governed by his allegiance to the principles of the classical jurists, and it is of the utmost interest to follow his arguments which pervade his book. His notes are full of the fruits of a diligent and intelligent research, and the work must take its place in the front rank of legal literature.

We have received a second edition of Mr. G. N. Marcy's *Epitome of Conveyancing Statutes* (Davis and Son, Carey-street). We have already expressed our high sense of the utility of this little work. To law students preparing for examination it must be almost indispensable.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Tuesday, Feb. 23.

SUPREME COURT OF JUDICATURE ACT (1873)

AMENDMENT BILL.

THE LORD CHANCELLOR, in moving the second reading of this Bill, said that in introducing this measure he stated that he proposed to repeal the schedule to the Judicature Act of 1873, which contained the rules as to the practice of the court, and that he proposed to incorporate the contents of that schedule along with the rules made by the Judges last year, and submitted to Her Majesty in Council. As misconceptions had arisen, he wished to state that the schedule of the Act of 1873 contained sixty rules, which were called the leading rules of practice and procedure under the Act. It was, in addition, left to the Judges to prepare rules in greater detail, because the sixty rules were inadequate to meet the whole practice and procedure of the court. The Judges consequently last year approved a very extensive body of Supplementary Rules under the Act. The only object he had in view was that the body of the Profession should not be obliged to resort to two different compilations of rules for the purpose of ascertaining the procedure of the Act. To him it was a matter of such complete indifference that he held in his hand a complete body of rules—the sixty rules in the schedule of the Act of 1873, and those approved by the judges last summer. That document ran to the extent of 117 long pages, and his only apprehension was lest the Statute Book should be needlessly loaded with so great a body of matter which might be changed by the courts

after the Act came into operation. If changes were made by the judges, these rules, although published in the schedule, would become useless. He doubted whether it was wise to load the Statute Book with such a body of matter, but it was indifferent to him whether it was placed in the schedule or treated as a separate body of rules. There could be nothing further from his mind than to suppose that such a body of rules ought not to be brought under the notice of Parliament and the public in sufficient time before the Act came into operation. Lord HARROWBY said he did not at that time mean to offer any opposition to the Bill, though a strong objection was felt by many to the provision removing the final court of appeal from the House of Lords, and he hoped in the course of the passing of the measure an opportunity would be taken of reconsidering that matter. Lord SELBORNE only trusted that those who objected to the provision withdrawing appeals from the House of Lords would give notice of some distinct proposal embodying their views. Lord PENZANCE thought that a new tribunal giving the same satisfaction as the House of Lords was not likely to be created, and a similar opinion was expressed by Lord WAVENNEY, while Lord HATFIELD maintained that the Bill was founded on right and sound principles. The Bill was then read a second time, and, after a short conversation, was fixed for committee on Thursday week.

LAND TITLES AND TRANSFER BILL.

Lord SELBORNE, on the second reading of the Land Titles and Transfer Bill, expressed regret for the withdrawal of the compulsory clause in reference to registration, and explained at some length his reasons for objecting to that change, as

well as to another alteration allowing a proprietor, after his land had been registered, to remove it from registration. The LORD CHANCELLOR observed that this matter would be discussed on a future occasion, and he would leave the House to decide the question upon its own merits. The Bill, after some observations from Lord WAVENNEY, was read a second time, and fixed for committee on Tuesday next.

HOUSE OF COMMONS.

Friday, Feb. 19.

APPOINTMENT OF MAGISTRATES.

Mr. COWEN asked the Secretary of State for the Home Department whether it was a fact that recently in the city of Durham and in the boroughs of Newcastle-on-Tyne, Tynemouth, Sunderland, Stockton-on-Tees, and Middlesbrough, forty-three new magistrates had been appointed; if his attention had been drawn to the fact that thirty-four out of the forty-three gentlemen appointed belong to the Conservative party; and that in some cases, as at Middlesbrough, the appointments were made without the knowledge of the local corporate and magisterial authorities; and, as at Newcastle and Tynemouth, while influential gentlemen of Liberal opinions were recommended for appointment by members of both political parties in the town councils of those boroughs, their names were set aside; and if he was prepared to lay upon the table the correspondence that had passed respecting these several appointments. Mr. CROSS said since that question was put on the paper he had communicated with the Lord Chancellor, and had been informed by him that since April 1874, additions to the Bench had been made for New-

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castle, Durham, Sunderland, Tynemouth, Middlesbrough, and Stockton-on-Tees. Those appointments had been—for Newcastle thirteen, Durham four, Sunderland eight, Tynemouth eighteen, Middlesbrough four, and Stockton-on-Tees six. In all those cases the Lord Chancellor was satisfied that additional magistrates were required, and that the gentlemen selected were in all respects eligible. It was a misapprehension to suppose that magistrates in boroughs were appointed by the Lord Chancellor on the recommendation of municipal corporations or of any other public body or individual. (Hear, hear.) The responsibility of such appointments rested solely with the Lord Chancellor, who was, however, always ready to receive and give full consideration to any communication made to him from municipal corporations or other public bodies or individuals as to the state of the Bench. In the cases referred to he had received and examined all the recommendations of the town councils, mayors, or magistrates, when any such recommendations were made. They were made in the cases of Newcastle, Tynemouth, and Stockton-on-Tees. In the case of Stockton all the names recommended by the mayor and the magistrates were appointed; in the case of Newcastle all those recommended by the magistrates and the town council were appointed except one; and in the case of Tynemouth all who were recommended by the town council were appointed except one. The Lord Chancellor could not undertake to say to what political parties the gentlemen appointed belonged—(cheers)—and it was not the practice to lay on the table any correspondence as to magisterial appointments. —MR. COWEN gave notice that he would call the attention of the House to those appointments.

THE DRAWING OF BILLS.

MR. FORSYTH called attention to the language and manner of drawing and passing Acts of Parliament, and moved a resolution calling for the appointment of a committee, assisted by a legal officer, to whom all public Bills shall be referred, and whose duty it shall be to report to the House upon each Bill as to the accuracy of its language, the consistency of its provisions, and its harmony with existing legislation. Mr. Forsyth enforced his proposal by numerous instances of the inconveniences caused by the present system, and especially by the practice of legislating by incorporation and reference, and quoted the opinions of the judges as to the difficulty of construing modern statutes.—THE ATTORNEY-GENERAL admitted the evils complained of, but pointed out various practical difficulties which beset Mr. Forsyth's plan. He promised, however, that a select committee should be appointed to consider the subject, though he was not prepared at this moment to state the form. Upon this assurance Mr. Forsyth withdrew his motion.

JUDICATURE (IRELAND) BILL.

In answer to Sir COLMAN O'LOGHLEN, the SOLICITOR-GENERAL for IRELAND said the Judicature (Ireland) Bill would be introduced into the other House on an early day, so that he hoped there would be ample time for its discussion.

Tuesday, Feb. 23.

TRIAL OF ELECTION PETITIONS.

MR. SERJEANT SIMON moved for a select committee to inquire into the working of the Election Petition Act of 1863. This, he thought, was called for chiefly by the inconsistent rulings of the judges on election law, of which he gave numerous instances. He was opposed to the present mode of trying petitions, chiefly because of the inexpediency of connecting the judges with political matters, and he threw out various suggestions for the improvement of the present system.—SIR C. O'LOGHLEN, in seconding the motion, admitted that it was impossible to go back on the old system, and suggested, *inter alia*, that every inquiry should be before two judges.—THE ATTORNEY-GENERAL said that this subject had been under consideration for some time, and the Government had determined before this notice was given that as the Act was about to expire this year, it would be well to refer it to a select committee. At present, however, he was not able to state the form of the reference; but with regard to the merits, he did hold that there was much inconsistency in the judges' decisions. MR. SERJEANT SIMON thereupon withdrew his motion.

Wednesday, Feb. 24.

BILLS OF SALE.

MR. LOPES moved the second reading of the Bills of Sale Act Amendment Bill, which he explained was the same as the one he introduced last year, and was now brought in with the approval of the Lord Chancellor.—THE ATTORNEY-GENERAL agreed with the principle of the Bill, but thought the third clause required amendment.—A general support was given to the Bill by MR. NORWOOD and MR. FORSYTH.—The Bill was then read a second time.

THE Council of the Incorporated Law Society are no doubt occupied at present in considering the provisions of the 19th, 20th, and 21st sections of the new Judicature Bill, and well they may be, for, in our opinion, should such provisions become law there will be no limit to the class of persons authorised to act as solicitors in the Imperial Court of Appeal. The Solicitors Act of last session provided penalties in case unauthorised persons act as solicitors, that aimed at those who nibble at the bottom of the tree. This session we are promised an Act giving those who have long been nibbling at the top of the tree every encouragement to continue their work of encroachment. If we are to have any innovation it should surely be in the opposite direction. Moreover, if once Parliamentary agents and proctors, Irish, Scotch, and colonial and other agents engaged in high class business, are permitted to encroach on the professional domain to the extent aimed at—it seems—by the provisions in question, it will be a strong argument in the mouths of the lower order of agents, for similar concessions. If Parliamentary and other agents want to be admitted on the rolls of solicitors in order to conduct a certain class of business, offer them some reasonable facilities for getting on the rolls, but do not let them call themselves what they are not. We shall again refer to this subject, and hope it will be fully discussed in other quarters.

WHATEVER may be the determination of the Lord Chancellor upon the two important questions in regard to the Land Transfer Bill, namely, compulsory registration and district registries it would seem, from the ex-Lord Chancellor's observations on the occasion in question, that he intends to use all the pressure he can to revive these provisions, which were embodied in his own measure. In addressing the House on Tuesday last, Lord Selborne is reported to have said that the Lord Chancellor had already stated his reasons for not retaining the compulsory clause. "To those points he had given careful consideration, and had come to the conclusion that the objections mentioned were only some of the lions which were always in the path when they wanted to disturb an existing state of things. If treated with decision and firmness they would eventually disappear. He held that local land registries, easily accessible to every one, should be established in every district. No doubt some difficulty would be experienced in carrying out that proposal, but it could easily be overcome. Already there were local registers, like those of the County Courts, in existence, which, with a little trouble, might be made available for the purpose. Those who were connected with such registers would be very glad to undertake the duties of registering land for the sake of the remuneration. But even if that were found to be impracticable, the most respectable of the local solicitors would willingly, for the sake of the credit attaching to them, undertake to discharge the duties, and they were perfectly competent for the task, therefore he thought that local registries could and might be established, and it would be well for the public to try the experiment, even at some little cost." As regards compulsory registration, we have not the least fear that it will form any part of the Bill now before Parliament. In the face of the evidence pointing to its undesirability, it is not likely to be forced upon the public, who, by the way, are wholly ignorant of the mischievous consequences that would inevitably attend its operation. As regards district registries, they are not required in view of the present optional character of the Government measure. But what we must direct especial attention to is the compliment paid by Lord Selborne to "the most respectable local solicitors," who are "perfectly competent for the task" of acting as district registrars. We cannot suppose that his lordship is poking fun at "respectable" solicitors, and therefore we can only conclude that his lordship (since he framed his Land Transfer Bill, in which so many offices were reserved for barristers of so many years' standing, including those of district registrars), has made the discovery which has worked a complete revolution in his mind. It will be found interesting to compare the observations of Lord Selborne, to which reference is here made, with the earlier prints of the Land Transfer Bill, in regard to registrars, &c., for the provisions of which he was responsible.

THE Bills of Sale Act Amendment Bill now before Parliament, and which is the joint production of a member of each branch of the Profession (MR. LOPES and MR. GREGORY) will, in the main, commend itself to the Profession, as far as it goes. It consists of six clauses, and as in previous measures its chief provision aims at rendering null and void the execution of a second and subsequent bills of sale in the same trans-

action, a system which we are sorry to say has largely obtained of late for the sole purpose of avoiding the provisions of the Bills of Sale Act (17 & 18 Vict. c. 36), as to registration within twenty-one days from execution. An exception is, of course, made in the case of a second bill of sale rendered necessary by any irregularity or mistake in the first. The only other important section aims at making mortgages of personal chattels effected instead of bills of sale, null, except as bills of sale, in regard to which all statutory provisions relating to such bills must be complied with, as though such mortgages were bills of sale. Our objections to the measure now before Parliament are these: that for the words "a description of the property" in clause 4, sub-sect. 5, the words "a complete schedule of the property" should be substituted. We consider that our opinion on this point commands special attention, inasmuch as it is founded on a knowledge of the practical working of the existing law. Frequently bills of sale contain no schedule, or at the best a vague description of the property in the body of such deeds. During the present week a case has come under our notice in which there was no schedule, nothing that could be called a description of the property for the purpose of subsequent identification, and the mortgage included all property (personal chattels) to which the mortgagor should at any time after become possessed, while the debt was unsatisfied. For the purpose of shutting the door against fraud, therefore, we consider such a schedule as we suggest should be made a *sine qua non* in relation to these deeds, and as regards after acquired chattels personal, unless this point is in some way or other dealt with by statute—notwithstanding the present decisions of the Superior Courts, frauds in connection with such a provision are inevitable. Another objection is as regards sub-sect. 6 of clause 4 requiring a description of a witness if there is one to the execution. In all such dealings with personal chattels as those contemplated by the Bill before us, the execution of all parties should be required to be attested, and in this respect we still think that the 4th section of the Legal Practitioners Bill as originally introduced into the House of Commons last session by MR. W. T. CHARLEY and MR. C. E. LEWIS should be incorporated in the present measure. It was in these terms:—"That no bill of sale, assignment, transfer, or other document mentioned and comprised in the Bills of Sale Act (17 & 18 Vict. c. 36), and thereby required to be registered, made or given by any person, shall be of any force, power, or effect, unless there shall be present a certified attorney or solicitor on behalf of such persons executing, making, or giving such bill of sale, expressly named by him and attending by his request to inform him of the nature and effect of such bill of sale before the same is executed, and such attorney or solicitor shall subscribe his name as a witness to the due execution thereof, and thereby declare himself to be the attorney or solicitor for the person giving the same, and state that he subscribes as such attorney or solicitor, and that the person so executing the same did fully understand the nature and effect thereof." Clause 3 of the present Bill will also require some amendment.

It is very fairly urged by a correspondent, who has often before addressed us on the question, that the inevitable operation of the Supreme Court of Judicature Act, points to the desirability of assimilating the annual certificate duty as regards London and country solicitors; in fact to the absolute necessity for such a course. We put the subject of this impost out of the question for the moment, considering only the fact that for a town certificate nine pounds are paid, while for a country one, only six pounds. Past and impending legislation, both, aim at localising legal work, and the administration of justice both in the civil and criminal courts, giving to the local tribunals extended jurisdiction; so much so, indeed, as to leave no room for argument on the general question as to the propriety of having one uniform duty, which we certainly think should not exceed £6, unless perhaps provision is made for keeping a separate register of practitioners in the Imperial Court of Appeal, who might be required to pay a higher duty, for which they should enjoy certain privileges. We counsel the Profession against agitating or putting any pressure on the council of the Incorporated Law Society for abolishing the duty altogether; at all events for the present, this question should remain in abeyance, pending the settlement of more urgent reforms.

We have often referred to the objectionable word "agent," which so frequently figured in the Land Transfer Bills of previous sessions of Parliament. We were glad to notice that towards the end of last session the measure then before the House of Commons avoided this disagreeable stumbling block, and we are amazed to find that it again appears in

the present measure. It would seem that the legal profession is to be overborne by agents who in many respects have not at present any existence. For some unaccountable reason both the Judicature Bill and the Land Transfer Bill propose to bring them into existence as though the Profession does not come up to what is required of it. What conceivable good can there be in inventing such persons? We leave our Legislators to answer the question. Why on earth the work connected with land transfer cannot be left to the Profession to carry out we cannot understand—trained and educated for the purpose, and amenable to the strictest discipline and control, responsible, too, to the most exacting extent, it is impossible to account for the provisions of which we complain, except by a mistaken notion as to some possible contingency which might arise, injuriously affecting the means which those high in authority have to advance the interests of others who have claims for the bestowal of favours in the shape of appointments of some kind or other.

BUT for statutory provision to the contrary, we can hardly doubt that Mr. Thomas Marshall, Solicitor and Registrar of the Leeds County Court, would have succeeded to the position of judge of County Courts lately filled by his father, Mr. T. H. Marshall, whose death, at the age of seventy-six, we chronicle elsewhere. The learned judge has been ill for a long time past, and his son, the registrar, has undertaken the greater part of the work in connection with the Leeds Court during his father's protracted illness. That the registrar is well qualified to fill the higher office cannot be doubted, and he is, moreover, well known in his profession as defending the interests of solicitors whenever occasion requires. It would be only an act of common justice if solicitors were made eligible for the County Court Bench, for even in that case no solicitor would have a chance of being so appointed unless he was well qualified.

Mr. W. H. TILLET, solicitor, and a member of the well known firm of that name in Norwich, is a candidate for the vacancy in the parliamentary representation of this city, caused by the elevation of Mr. Huddleston, Q.C., to the Bench. Mr. Tillet has already contested Norwich three times, and sat in Parliament as its representative during a portion of 1870 and 1871. Independently of political considerations we should be glad to hear of the learned gentleman's success. An addition to the number of solicitors in the House of Commons is much needed.

V. C. MALINS' COURT.

Tuesday, Feb. 23.

Contempt of court.

Mr. Charles Morris, a barrister, was brought up in custody of the sheriff, having been arrested under an attachment for not putting in his answer to a bill.

Crossley, for the plaintiff, opposed the release of the defendant, as he was in contempt for not answering.

Colquhoun, for the defendant, asked the court that the sheriff might be directed to take bail.

Mr. Morris gave as his reasons for not answering that he had suffered so much domestic affliction of late, and was suffering from palpitation of the heart, as to be utterly unable to attend to business.

The VICE-CHANCELLOR expressed much sympathy with Mr. Morris, as a gentleman with whom he had been intimate forty years ago, and ultimately Mr. Morris was released, on the personal undertaking of himself, his son, and his stepson that he should answer within a month, and that he should not leave the realm. He was also directed to pay the costs.

PORTSMOUTH COUNTY COURT.

(Before P. LEONARD, Esq., Judge.)

The attorney's table.

F. Walker, the senior solicitor present, said he had been asked by his brethren of the legal profession to make an application to his Honour to order that the table in the centre of the court be kept exclusively for barristers and attorneys. At the present time great inconvenience was occasioned by gentlemen who had no right to do so sitting at the table, and it often happened that professional gentlemen themselves could not be accommodated through the whole of the seats being occupied. He also begged his Honour to order that no person be allowed to pass into the court through the attorneys' room, which he submitted ought to be reserved altogether for the use of the professional men practising at the court. Under the present state of things solicitors had to consult their clients in the open court, which added greatly to the noise which frequently prevailed.

The REGISTRAR said there was such an order already in existence, but it was not properly carried out.

His HONOUR said he felt that the application was a very proper one, and he had no hesitation in making the necessary order that no person save barristers, attorneys, and the gentlemen who represented the public press be permitted to sit at the table. If this order were not strictly carried out, and any complaint were made to him, he would deal with it at once. He also ordered that the attorneys' room should be kept strictly private.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

BUXTON (Edwd. North), Knighton Wood House, Woodford, Essex, Esq., £320 11s. 9d. Reduced Three per Cent. Annuities. Claimant said Edwd. North Buxton.
COWELL (John), Holt, Worcestershire, farmer, one dividend on the sum of £2817 7s. 11d. Three per Cent. Annuities. Claimant Susan Cowell, widow, and Geo. Grainger, executors of John Cowell, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

WOOLLEN TRADE ASSOCIATION (LIMITED).—Petition for winding-up to be heard March 5, before V.C. M.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ADAMS (Samuel), Ware, Hertford, maltster. March 25; George Glsby and Son, solicitors, Baldock-street, Ware, Herts.
BABER (Harry), Weston-super-Mare, gentleman. March 25; R. Phillott, solicitor, Weston-super-Mare. April 7; M. R., at eleven o'clock.
BLACKMORE (Jane Mary), 74, Pulteney-street, Bath, widow. April 17; T. W. Gibbs, jun., solicitor, 5, Northumberland-buildings, Bath.
BLACKMORE (Dr. Samuel), M.D., 74, Pulteney-street, Bath. April 17; T. W. Gibbs, jun., 5, Northumberland-buildings, Bath.
BUGDEN (John), Broadstairs, Kent, licensed victualler. March 31; Jas. M. Edwards, solicitor, 1, York-street, Ramsgate. April 8; V.C. M., at twelve o'clock.
CROSSLLEY (Sir Francis), 1, Victoria-Vue, Halifax, York, and of Somerleyton, Suffolk. March 9; Edmund M. Weyell, solicitor, Halifax. March 23; M. R., at eleven o'clock.
DEAN (Robert), Peterborough, gentleman. March 25; Wm. D. Gaches, solicitor, Peterborough. April 14; V.C. M., at twelve o'clock.
DEWING (Jas.), Birmingham, stationer. March 22; Wm. Barber, solicitor, 17, Paradise-street, Birmingham. April 6; M. R., at eleven o'clock.
FOSTER (Nathaniel T.), Wainfleet, St. Mary, Lincoln, farmer and grazier. March 25; J. C. Bassitt, solicitor, Wainfleet, Lincoln. April 7; V.C. M., at twelve o'clock.
HENSIAW (Robert J. B.), Lyndinch Rectory, Dorset, clerk. March 25; Chas. B. Rington, solicitor, 1, Fenchurch-buildings, London. April 7; V.C. M., at twelve o'clock.
HOLROYD (Geo. F.), formerly of 8, Sussex-square, Hyde-park, Middlesex, and of Hatten-hall, near Wellingborough, Northampton, Esq., but lately of 4, Bina-road, South Kensington, Middlesex, and of Conneragh Temple, Michael, near Youghall, Cork, and having chambers at 22, Chancery-lane, and 11, Little Queen-street, Westminster, London, barrister-at-law. March 25; John N. Malleon, solicitor, 11, Austinfriars, London. April 9; M. R., at twelve o'clock.
HONEY (Chas. F.), Richmond-road, Barnsbury, Middlesex, gentleman. March 10; Wm. Sturt, solicitor, 14, Ironmonger-lane, London.
KENNEDY (Samuel), 3, Little Woolston-street, Liverpool, blacksmith. March 25; John N. Malleon, solicitor, 30, Brown-street, Manchester. April 7; V.C. M., at twelve o'clock.
KING (Capt. Wm. W.), Bursledon, Bournemouth, Hants. March 10; A. J. S. Queckett, solicitor, 36, Lincoln's Inn-fields. March 22; V.C. M., at twelve o'clock.
LEWIS (David Leopold), 11, George-yard, Lombard-street, London, merchant. March 11; at chambers of the Master of the Rolls. March 25; M. R., at eleven o'clock.
MACDONALD (Lieut.-Col. Jas. H.), Herne-hill, Surrey. March 31; Plews and Irvine, solicitors, 31, Mark-lane, London. April 15; V.C. H., at twelve o'clock.
MACE (Wm.), Crookenhill, Eynsford, Kent, farmer. March 25; Chas. R. Gibson, solicitor, Dartford, Kent. April 19; V.C. M., at twelve o'clock.
MORFATT (Thos.), Elm Vale, Fairfield, Liverpool, commission agent. May 15; Whitley and Maddock, solicitors, 6, Water-street, Liverpool.
NICHOLLS (John S.), Buckland, Lymington, Southampton, yeoman. March 22; J. Dangerfield, solicitor, 26, Craven-street, Charing Cross, Middlesex. April 6; M. R., at eleven o'clock.
RABBITS (Edwd. H.), formerly of Elephant Buildings, Newington Butts, Surrey, boot and shoe maker, late of Forest Hill, Kent, gentleman. March 23; R. Summers, solicitor, 5, Bridge-street, Blackfriars, London. April 13; M. R., at twelve o'clock.
RICHARDS (John), Leamington Priors, Leamington, gentleman. March 19; Wm. Barrell, solicitor, 16, Lord-street, Liverpool. April 6; M. R., at eleven o'clock.
SMITH (John), Hewitt-street, Askew-road, Gateshead-upon-Tyne, builder. April 1; Thos. Arnett, solicitor, Newcastle-upon-Tyne. April 20; V.C. M., at twelve o'clock.
SNOW (Raymond T.), Nice, France, Esq., a colonel in H.M.'s Madras Staff Corps. March 31; E. W. Crosse, solicitor, 7, Lancaster-place, London.
TRENKLE (John), Newmarket-terrace, Cambridge-heath, Middlesex, gentleman. March 25; Wm. Horsley, jun., solicitor, 2, Gresham-buildings, Basinghall-street, London. April 15; V.C. M., at twelve o'clock.
UNDERWOOD (Wm. P.), 48, Lower Kennington-lane, Surrey, and of the London Docks, London, head messenger. March 25; H. Ramsden, solicitor, 150, Leadenhall-street, London. April 19; V.C. M., at twelve o'clock.

CREDITORS UNDER 23 & 23 VICT. C. 35.

ALFORD (John T.), 512, Kingsland-road, Middlesex, licensed victualler. March 25; James, Curtis, and James, solicitors, 23, Ely-place, Holborn, London.
ANGELL (John S.), formerly of Little Colgate-street, Upper Thames-street, London, late of 16, Denmark-road, Camberwell, Surrey, leather merchant. March 13; B. F. French, solicitor, 51, Crutchedfriars, London.
BESLEY (Jane), formerly of the Adelphi Stores, Strand, Middlesex, late of 22, Osbornburg-street, Regent's Park, Middlesex. April 1; Alfred Hicks and Arnold, solicitors, 1, Salisbury-street, Strand, Middlesex.
DAFT (Robert O.), 128, King Henry's-road, South Hampstead, Middlesex, gentleman. April 20; J. M. Millin, solicitor, 39, Bloomsbury-square, London.
DAWSON (Annie F.), 3, Queen Anne-street, Portland-place, Middlesex, widow. April 17; Harrison, Beal, and Harrison, solicitors, 19, Bedford-row, Middlesex.
GARDNER (David), Hesse, York, builder. April 12; Stamp and Co., solicitors, Quay-street-chambers, Hull.

ELD (Jane), Skennall, Shenstone, Staffordshire, spinster. March 25; Duignan, Lewis, and Williams, solicitors, Walsall.
GILLINGHAM (Wm. W.), Rochford, Essex, gentleman. April 2; John Champ, wine merchant, Chelmsford, Essex.
GREGORY (Richard), Goulgrave, Derby, gentleman. March 31; George Waller, solicitor, 75, Coleman-street, London.
HALL (Ann), formerly of Dunchurch, late of Church Lawford, near Rugby, widow. March 19; Blackford and Riches, solicitors, 10, Great Swan-alley, Moorgate-street, London.
HINDLE (John), Apperley-lane-in-Bawden, York, farmer. March 31; Rawson, George, and Waile, solicitors, Bradford.
HULBERT (Frances J.), 13, Eccleston-street, Chester-square, Middlesex, widow. April 29; Capron, Dalton, and Co., solicitors, Savile-place, Middlesex.
LAING (Geo. E.), 2, Verulam-buildings, Gray's-inn, Middlesex, architect. April 19; A. L. Laing, solicitor, Colchester, Essex.
LAMPORT (Wm. Jas.), Liverpool, merchant. March 31; Thornley and Dismore, solicitors, 14, Water-street, Liverpool.
LANGHORNE (Alfred), Melbourne, Victoria, Esq. April 20; W. H. Gatty Jones, solicitor, 7, Crosby-near, and Co., solicitors, 1, Stock Exchange, London, and 19, Hyde Park-place West, Middlesex. Esq. March 20; Brooks and Co., solicitors, 7, Godliman-street, Doctor's-commons, London.
MARCHANT (Jacob G. J.), 1, St. James's-street, Bath, gentleman. March 30; Simmons and Clark, solicitors, 1, Manvers-street, Bath.
MARSH (John), Wimbledon, Surrey, widow. March 10; Wm. Sturt, solicitor, Ironmonger-lane, London.
MERRYMAN (Chas. Wm.), 23, King-street, West Smithfield, London, meat salesman. April 1; Alfred Hicks and Arnold, solicitors, 1, Salisbury-street, Strand, London.
MILLAR (Mary), 14, Blomfield-road, Shepherd's Bush, Middlesex, widow. April 10; F. J. and G. J. Braken-bidge, solicitors, 16, Bartlett's-buildings, Holborn, London.
MILLER (John), Thoydon Garrison, Essex, farmer. March 25; C. J. Rawlings, solicitor, Romford, Essex, and 59, Bishopgate-street Within, London.
MITCHELL (John Coppins), Iver Heath, Buckingham, and 33, Old Bond-street, and 10, Bolton-street, Piccadilly, Middlesex, bookseller, and letter to hire of theatre and opera boxes. April 30; Geo. E. Thomas, solicitor, Carlton Chambers, 5, Regent-street, Middlesex.
MULLINS (Edmund), 18, Victoria-crescent, Newport, Monmouth, accountant. April 6; Lewis L. Morris, 2, Stow-hill, Newport.
NEWELL (John), jun., formerly of 27, Great Russell-street, Bloomsbury, Middlesex, wine merchant, late of 31, Bedford-street, Surrey, gentleman. March 20; Jones and Co., solicitors, 190, Tooty-street, Southwark, S.E.
NUSSEY (Ann E.), Chalfont Lodge, Campden House-road, Kensington, Middlesex, widow. March 16; W. and J. Flower and Nussey, solicitors, 1, and 2, Great Winchester-street-buildings, London.
PARKER (Sarah), Temple Lodge, Hammer-smith, spinster. April 17; Harrison, Beal, and Harrison, solicitors, 13, Bedford-street, London.
PRICE (Lewis W.), Castle-street, Brecon, watchmaker. April 10; David Thomas, solicitor, Brecon.
REYNOLDS (Thos.), Ansty, Warwick, farmer and grazier. April 16; Denes and Bone, solicitors, Nuneaton.
ST. LEGER (Chas. A.), 4, Little James-street, Piccadilly, Middlesex, Esq. April 7; Jas. J. Darley, solicitor, 38, John-street, London.
SEEMAN (Carl B.), 4, Westminster Chambers, Victoria-street, Westminster, Middlesex, Esq. April 30; Fielder and Sumner, solicitors, 14, Godliman-street, Doctor's Commons, London.
SMITH (George R.), Stanley-road, Liverpool, and 6, Dale-street, Liverpool, wine and spirit merchant, late of 31, Brecon-street, London, solicitor, 23, Dale-street, Liverpool.
TREFFRY (Jos.), Chatham-street, Liverpool, marine insurance broker. March 1; Harvey and Alsop, solicitors, 12, Castle-street, Liverpool.
WAKEFIELD (Lieut.-Col. Henry F.), Ryde, Isle of Wight. April 17; Thos. Berkeley, solicitor, 12, Gray's-inn-square, London.
WATTS (Wm.), Bishop Barton, near Beverley, York, Esq. April 6; Shepherd, Crust, Todd, and Mills, solicitors, Beverley.
WEST (Hannah), Tan-y-Graig, Pentrefelin, Carnarvon, North Wales, widow. April 12; Levett and Champney, solicitors, 6, Parliament-street, Hull.
WRIGHTON (Isabella), formerly of Casworth, near Doncaster, late of 11, Grande-passerie, St. Louis, near Sea, spinster. April 1; Barlow, Bowling, and Williams, solicitors, 26, Essex-street, Strand, London.
YALLOP (Robert), Kirstead, Norfolk, yeoman. April 3; J. Copeman and Son, solicitors, Loddon, Norfolk.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

PRACTICE—INDICTMENT—FELONIOUSLY UTTERING COUNTERFEIT COIN AFTER PREVIOUS CONVICTION—24 & 25 VICT. c. 99, ss. 12, 37.—The prisoner was indicted under 24 & 25 Vict. c. 99, s. 12, for the felony of unlawfully uttering counterfeit coin, after a previous conviction for unlawfully uttering counterfeit coin; and in the first instance he was arraigned pursuant to sect. 37 upon the part of the indictment which related to the subsequent offence, and found guilty; and then upon the previous conviction, and found not guilty. Held, that he was not guilty of the compound offence which constitutes the felony, and could not be convicted of the subsequent misdemeanour upon this indictment: (*Reg. v. Henry Thomas*, 31 L. T. Rep. N. S. 849. C. Cas. R.)

BEERHOUSE LICENCE—DISQUALIFICATION—"PERSON CONVICTED OF FELONY"—CONSTRUCTION OF STATUTE—RETROSPECTIVE OPERATION—WINE AND BEERHOUSE ACT AMENDMENT ACT 1870 (33 & 34 Vict. c. 29), s. 14.—Sect. 14 of the Wine and Beerhouse Act Amendment Act 1870 (33 & 34 Vict. c. 29) provides that "every person convicted of felony" shall be disqualified from selling spirits by retail, and makes any licence held by such person void. Held by Cockburn, C.J., and Mellor and Archibald, J.J. (Lush, J. dissenting), that the section had a retrospective operation, and applied to a person convicted before the passing of the Act, so as to make a licence held by him void: (*Reg. v. Vine*, 31 L. T. Rep. N. S. 842. Q. B.)

OBSTRUCTION OF HIGHWAY—CUL DE SAC—PUBLIC UTILITY.—A public footpath was rendered a *cul de sac* by buildings authorised by Act of Parliament; the defendant obstructed the path at a place between which and the end of the *cul de sac* there was no opening or thoroughfare. Upon an indictment for this obstruction the jury found the defendant guilty; but they also found that this part of the path, which the defendant's obstruction stopped, had ceased to be of any public utility: Held, upon a special case reserved by the judge at the trial, that a public path was still a highway, although it had become a *cul de sac*; and that the measure of public inconvenience caused by the obstruction of such a highway could be considered only with regard to the punishment of the person causing it: (*Reg. v. Burney*, 31 L. T. Rep. N. S. 828. Q. B.)

LAW AND PRACTICE OF ENGLAND AND SCOTLAND IN AFFILIATION CASES.

By DR. BARCLAY.

(Continued from page 270.)

11. The most important inquiry in this branch of law, and that which induced me to write this paper for the consideration of the legal Profession, is the nature and form of the evidence necessary to support the mother's claim, and without which it falls to be negatived. In England the mother's oath is first admitted to the paternity, and the order is given, "where her evidence is corroborated in some material particular by other evidence to the satisfaction of the justices." It is believed that one witness in England, as with us, is sufficient to corroborate. What is a material fact is of necessity left to the judgment of the court. This depends much upon the status, ages, and character of the parties, and the customs and usages of the locality. Therefore it is wisely held that in this class of cases precedents are of no authority, as what would be justly held material in one case might be quite immaterial in another. In England the defendant may be called as a witness by the mother, or he may offer himself, as such for himself. The evidence, in the petty sessions, is not reduced to writing, unless where it is to found an order of commitment to prison. Notes are frequently taken so as to guide to the after examination of the witnesses. On an appeal to quarter sessions the same witnesses may be re-examined, and other witnesses, for the first time, called on either side, which renders the appeal an original case. In Scotland the evidence is always at the first reduced to writing, and forms the only ground of judgment in the appeals; unless in some very rare cases where on strong grounds, additional evidence is admitted in explanation or contradiction.

In Scotland, up to the year 1853, when the Evidence Act (16 Vict. c. 20), introduced the law of England on that matter, the form of procedure in this class of cases was peculiar, and reflected much credit on the sagacity of our ancient jurists. It was well designed at once to protect the innocent and convict the guilty. Before the above date parties (and at one time relations within certain degrees) were not admitted as witnesses either for or against themselves. They could only be put on oath on a reference to that sanction which was, and still is, held a judicial contract shutting out all other evidence. In some few cases, however, where sufficient ground was laid, but which of necessity did not amount to the full degree of evidence to support a claim, the claimant's oath in supplement was allowed to complete the evidence. Cases of affiliation were admitted to this category. On the record being made up and closed (and sometimes before that stage, though such premature proceeding was judicially reprobated) the defender was called on to undergo what was termed a judicial examination in presence of the court. An examination was taken, but not on oath. This declaration was held as good evidence as against the declarant, but nowise for him. His declining to answer questions, or his pleading forgetfulness of recent matters, were taken as strong points against him. This mode of investigation is expressly reserved in the Evidence Act 1855, and has been approved by the courts 15th Jan. 1842, Wilson; 2nd June 1843, Kirkpatrick. It, however, is now very seldom resorted to, and the woman generally calls the defendant as her first witness before he has the opportunity of hearing the evidence of herself and other witnesses. The parties formerly were sent to probation. The pursuer adduced evidence of facts and circumstances especially occurring between six and ten months of the birth of the child. The defender was entitled to lead evidence to the contrary, and, if averred on record, to prove her familiarity with one or more men during the same period. Neither party to the suit was examined as witnesses. Parties were heard on the concluded proofs. If the evidence amounted to what was called a *semi-plena* then and only then was the mother admitted to her oath in supplement. What amount

of evidence made the necessary *semi-plena* of course varied in each case. One distinguished judge (Lord President Blair, in *Craig*, 14th June, 1809) stated it as raising a "reasonable belief," though not complete evidence, that the defender was the father. Another judge (Lord Gillies, in *McCrone*, 9th June 1831, 98 S. D. B. 692), defined it "as less than proof, but more than suspicion." A third judge (Lord Robertson, in *Hutchison*, 8th July 1826, 6 S. D. 1131), held it to be a "reasonable suspicion;" and a fourth judge (Lord McKenzie, in *Glendinning*, 17th Jan. 1835, 18 S. 270), held that it must be "the probability that the defender, and no other man, was the father." Lord Justice Clerk (Inglish), in *Bruce v. Petrie*, 23rd Nov. 1841 (4 D. 49), observed that the oath in supplement is allowed to supply defects in an otherwise inconsistent statement, not to cast the balance in a case of contradictory evidence and facts: (see Dr. Fraser on Parent and Child, 2nd edition, p. 133.) A *semi-plena* being found, then and only then, was the woman's oath admitted to complete the full complement, to carry up the *semi* to the *plena*. If her oath coincided with the previous proof, that is, if the two halves dovetailed together and made one concrete or whole, she obtained judgment. If she contradicted her witnesses and destroyed the unity or cohesion, then she lost her cause. This sometimes but rarely occurred, as in *McNaughton*, 7th July 1837, and 9th June 1838 (16 S. 338); *Greig*, 28th June 1848 (Folley 10 D. 1424).

The "Evidence Act of 1853," admitting parties to be witnesses, made some exceptions, obviously because that involving questions of *status* the inducement to perjury was great. Accordingly all cases affecting marriage, with the addition of "Legitimacy or Bastardy," were excepted. At first sight it might appear that cases of paternity or affiliation fell under this exemption, but the context has been held to imply that the cases of "bastardy" expressed were declarators of non-legitimacy. The court has, even in a question of entail, where legitimacy was only incidentally raised, refused to allow parties to be witnesses: (14th Feb. 1855, *Sandiland's* 27 Jurist, 178). From parity of reason this should place cases of affiliation in the same category. It has not unfrequently occurred that actions have been brought by married women against men other than their husbands, and where the woman has been allowed to swear to her own turpitude. But the court, in such cases, whilst fixing the aliment on the stranger, has reserved the right of the child thereafter to maintain its legitimacy. The Evidence Act, to the surprise and regret of the judges, having thus swept away the very ancient law of *semi-plena*, the consequences have been disastrous. Now almost every case of affiliation is opposed, since it has now become a wide-spread opinion in certain classes that all the man has to do is to swear non-connection, and then he must be liberated from all claim. In almost every opposed case there is oath against oath, and, therefore, there exists no manner of doubt that there exists gross perjury on one side or the other, and, in my experience, almost always on that of the man. The matter at issue is, of course, of an occult nature, and, therefore, it is difficult to convict the man of perjury, even though, in the civil cause, he has been disbelieved. Consequently, very few criminal prosecutions have been attempted, though there existed no manner of doubt of the perpetration of the crime which above every other looses the moral tie which binds man to truth and probity, and lets in every other offence. Where there exists meagre proof of familiarity between the parties, within the prescribed period, and where there is oath against oath of the parties, I have been grievously pained in absolving the man because of want of legal evidence, though satisfied morally of the truth of the mother's claim, and the deliberate perjury of the man. Such a result would not have arisen under the ancient mode of procedure. It has been remarked that in general the woman is in the right. She has already suffered in her character, and has the permanent burden of the child, and must, whatever be the issue, continue to bear the one half cost of its support. The man has his character as well as his purse at stake, and by perjury he seeks to liberate himself at once from the stain of guilt and any contribution for the child. The temptation to false swearing is, therefore, of double force on the man. Another side issue is often raised in these cases. The defender avers that other men, one or more, have had access to the pursuer during the legal period. He produces these men, who now can safely swear to their guilt because that the woman has fixed, on oath, the paternity on another, and these scapegoats may roam at large in safety. The only ground of suspicion against the woman is where the action is directed against a person of some wealth, and, in defence, one of comparative poverty is alleged as the true father. This seldom, in my lengthy experience, has occurred, for generally the parties who are set as likely parents are of the same class, and that of the labouring ranks,

It is quite possible that with women of very loose habits (but who rarely become mothers) there may be a difficulty in the mother definitely selecting the true author of her pregnancy. But my conviction is that she seldom, if ever, fixes on a man who at least might not have been the father of her child.

(To be continued.)

REAL PROPERTY AND CONVEYANCING.

LAND TRANSFER.

THE following paper is by E. S. Copeman, Esq., Solicitor, of Dnham Market, Norfolk:—

The present appears to be an eventful season in the annals of the Legal Profession.

It is difficult to point to any of the old established legal institutions of our country which have not undergone or are not at present threatened with some important change. The Bankruptcy Laws, County Court Jurisdiction, the establishment of legal examinations previous to admitting members to either branch of the profession, are deeds of the past, and we have now lived to see the establishment of a Supreme Court of Judicature, upsetting, as it were, by a stroke of the hand, all the time-honoured courts of justice as established from the earliest times from which the history of our country can relate. It is to be hoped, however, that the step which has thus been taken, will be able to stand the same test of ages, and that the confidence to be felt in the new courts under their old names will not be shaken by repeated and radical legislative enactments which the passing spirit of each successive session of Parliament may dictate.

Other changes, however, and changes which will, perhaps, more directly and materially affect the interests of, at all events, that section of the legal profession who practice in the country, are at present under discussion with a view to pass them into law at the next sitting of Parliament, and I propose, if the meeting will allow me, to offer a few observations upon the subject of Land Transfer, of which so much has of late been said.

Norwich having been considerably behind most of the other provincial towns of England in the very establishment of a Law Society, it is not surprising that we do not find any suggestions emanating from this society on the important topic to which the attention of the other Provincial Law Associations all over the country has been for some time directed.

It is with the greatest possible deference that I ask your kind forbearance for a few moments to repeat some of the dangers and difficulties which appear to beset the establishment of a compulsory registration of titles, and to avail myself of the benefit of your opinion upon a scheme for effecting a simple mode of transfer, which has for some time taken possession of my mind.

The motive which has actuated the promoters of registration is doubtless the saving of expense upon the sale and purchase of land, but this can never be effected by compelling solicitors at a minimum fixed charge to convey and be answerable for the conveyance of land in a particular mode, which may impose upon them an infinity of labour and responsibility without a corresponding remuneration.

It is clear, if the conveyance is effected by means of the registration of a printed form the charge of the conveyance must be according to an *ad valorem* scale. But whilst we have the red tape of the probate and other court officials ever fresh in our minds, who can say that a £500 purchase at a maximum charge of £5 or £10 might not involve the solicitor in an amount of technical labour and inconvenience which would not be fairly remunerated with double that amount, whilst nevertheless the conveyancer would, it appears, be held responsible for any flaws in this as yet practically untried system of conveyancing.

Undoubtedly, the great defects in our present system are the length of our deeds and abstracts, the repeated investigation of the same title by competent men, and the consequent multiplication of expense. But, on the other hand, the expense of preparing titles for registration would be such that the landowners would, unless compelled, deprive their successors of that pleasure; whilst the fees which would be required to maintain the enormous establishment of a general land registry, with the accompanying staff of officials, would simply amount to the taking off a portion of the conveyancer's remuneration to meet this increase of expenditure, leaving the total expenses to be paid by clients rather more, certainly not less, than are now payable under the present system. Another great advantage might be mentioned, viz., the delays which would occur in putting conveyances through the office. If the Courts of Chancery, with all their accomplished

staff and long experience, cannot avoid delays—oftimes of years—in completing a single matter, might not clients be called upon to wait months for the completion of a purchase which it might be of the utmost importance to settle in as many weeks.

Several propositions have been brought forward for accomplishing a cheaper and not less efficient mode of conveying land than that at present in use, and Mr. F. G. Johnson, of Birmingham, in his paper on this subject, lately read at the Provincial Meeting of the Incorporated Law Society, at Leeds, advocated the provision of Lord Cairns' Bill, with the following modifications, viz., the substitution of transfers in duplicate for registration in a book, the power to bar transfer by any person but the transferee, the adoption of a map and an index of ownership. Mr. Johnson further advocated the great importance of secrecy in such transfers, and concluded by asking "whether it was not wisdom to improve and simplify the present system, rather than force upon the country the modification of a new system of which their only experience was that a similar one had been a failure?"

Now, Gentlemen, I will, with your permission, proceed to explain the method of accomplishing an effective and inexpensive mode of transfer which has suggested itself to my mind.

I propose that the muniments of each estate be contained in a book of parchment, to be called "The Muniment Book," and that on the completion of every purchase the solicitor for the purchaser (or if the transaction be large, his conveyancing counsel) should testify to his being satisfied with the title up to that point. A paper manuscript book, containing the drafts of each conveyance, or other deed, would accompany the muniment book, and in simple transactions the proceeding would be effected as follows:

The purchaser's solicitor would be furnished with the draft book containing the last conveyance, and a copy of the certificate of the late purchaser's solicitor or counsel that he had examined the title up to that point and found it satisfactory. If your client felt disposed to accept this statement, your responsibility would be at an end in accepting the previous title; if not, your investigation would be greatly accelerated by this mode of enrolment, and you would have the advantage of any remarks made by the last investigator as to the title in question. The expense of a constant investigation of title would thus be avoided, as would also the abstract. Solicitors and their clients would see at a glance who had been satisfied with the security of the title, and by what means the original flaws therein had been rectified. In all ordinary cases the transfer would be effected merely by handing over the draft book, examining the certificate therein with the original in the muniment book, furnishing the vendor's solicitor with a draft conveyance for approval, entering it in the draft book, and afterwards engrossing the same in the muniment book, in which it would be duly executed. Thus, I believe, a transfer could be effected with as little expense and delay, and at the same time with as much security as by any mode which could be suggested. Hitherto I have said nothing as to stamping, which could be done by delivering the muniment book at the district stamp office within a reasonable time after execution, from whence it would be forwarded to London; but here I mention that, if the country, is determined to have a registration this, would be the easiest way of accomplishing it. When the muniment book was delivered to the district stamp office, he could then make a copy of the new conveyance in his duplicate estates roll book, and make the proper entry in the index. The registration thus provided would be a sufficient guarantee for the safety of purchasers, as it would compel all deeds to be enrolled when they were stamped, without which none should be of force against *bona fide* purchasers for valuable consideration. With the details of the above proposal I will not venture to trouble this meeting, except so far as to say that I would extend the law, which now compels the disclosure in an abstract of every deed affecting the property conveyed, to the entry of all such deeds in the muniment book.

The fact of stamping and registering at the same time would save much trouble and expense. A deed could not thus be stamped without being registered, and vice versa. Whilst the registrar would be able to compare the original muniment book with his copy from time to time, and any alterations therein could be easily detected.

Under this plan I submit the work and remuneration would fall on the proper shoulders, viz., on those of the vendors and purchasers' own solicitors, and the saving of expense would represent an equal saving of labour.

On the other hand, the proposed Land Transfer Registration Bill will place the principal work in the hands of the favoured conveyancing counsel of the courts, whilst the solicitors concerned will be mulcted of the greater part of their remuneration to pay for the cumbrous machinery of the

general Registration Office, and thus expense will not be saved, but only the remuneration divided.

In conclusion, I can only hope that in the preceding suggestions I may be the means of eventually eliciting something which may be of service to the Profession in disentangling the knotty point of a cheap and practicable transfer of land; at any rate, I feel that whoever assists in pointing out the obstacles to such a measure as the one proposed is at least providing that such a measure shall not become law without thorough and impartial consideration.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

HILARY TERM, 1875.

Final Examination.

At the examination of candidates for admission on the roll of attorneys and solicitors of the Superior Courts, the examiners recommended the following gentlemen under the age of twenty-six, as being entitled to honorary distinction:

1. Charles Paice, who served his clerkship to Messrs. Powhall, Son, Cross, and Knott, of London.

2. Walter Maddox Simpson, who served his clerkship to Messrs. Tyrer, Smith, and Kenion, of Liverpool.

3. Richard Percival Walton, who served his clerkship to Messrs. Charnley, Son, and Finch, of Preston, and Messrs. Gregory, Rowcliffe, Rowcliffe, and Rawle, of London.

4. Hugh Greenfield Doggett, who served his clerkship to Messrs. Osborne, Ward, Vassall and Co., of Bristol, and Messrs. Torr and Co., London.

5. Reginald Benson, B.A., who served his clerkship to Messrs. H. and B. J. Ford, of Exeter, and M. J. Elliott Fox, of London.

6. Radclyffe Walters, B.A., who served his clerkship to Messrs. Walters, Young, and Deverall, of London.

7. Humphrey Milner Wightwick, who served his clerkship to Messrs. B. and A. P. Peter, of Launceston, Cornwall, and Messrs. Cowdell, Grundy, and Browne, of London.

8. James Fraser Buckley, who served his clerkship to Mr. Thomas Henry Pearse, of Banbury, and Messrs. Ingle, Cooper, and Holmes, London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:

To Mr. Paice, the prize of the Honourable Society of Clifford's Inn.

To Mr. Simpson, the prize of the Honourable Society of Clement's Inn.

To Mr. Walton, Mr. Doggett, Mr. Benson, Mr. Walters, Mr. Wightwick, and Mr. Buckley, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:

William James Curtis, who served his clerkship to Mr. Charles James Hunter, of Leicester, and Mr. C. J. Mander, of London.

George Watson Neish, M.A., who served his clerkship to Messrs. Nicholson, Nichol, and Son, of London.

James McConnell Owen, who served his clerkship to Mr. Frederic Michael Heywood, of Derby; Mr. John Moody, of Derby; and Mr. John Allen Redhead, of London.

Claude Hurst Peter, who served his clerkship to Mr. B. and A. P. Peter, of Launceston, Cornwall, and Messrs. Cowdell, Grundy, and Browne, of London.

Arthur Henry Renshaw, who served his clerkship to Messrs. Renshaw and Rolph, of London.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidates whose names are placed in alphabetical order, that their answers to the questions at the examination were highly satisfactory, and would have entitled them to certificates of merit if they had not been above the age of twenty-six.

Francis Kearsey.

Edward Lyon Shelton.

Edward Warwick Williams.

Thomas Wright.

The number of candidates examined in this term was 201; of these, 172 passed, and 29 were postponed.

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London.

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the Field, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

COUNTY COURTS.

DOWNHAM MARKET COUNTY COURT.

Thursday, Feb. 4.

(Before E. P. PRICE, Esq., Q.C., Judge, and a Jury.)

CARTER v. CRANE.

Agistment—Alleged negligence resulting in the death of the plaintiff's horse.

THIS action was brought to recover £50 damages for the loss of the plaintiff's mare which was found dead in a ditch on the defendant's premises, whilst sent there to agist.

T. M. Wilkin, of Lynn, appeared for the plaintiff; and E. L. Copeman, of Downham Market, for the defendant.

The facts of the case were these:

In the month of July last the plaintiff placed a black mare and foal with the defendant to agist, and it was alleged by the plaintiff that an agreement was then made between the parties that the defendant should "feed, look after, and take care of," the horses, for 2s. a head per week.

The mare and foal were turned out with two other mares and foals in the defendant's pastures at Crimpleham, which he rented of Sir Wm. Bagge. These pastures consisted of three fields which, it appeared, had some time been divided by gate and fences, but the agisted cattle had been allowed to run over the whole pasture, and it appeared that the partition fences had been partially broken down. In the centre of the field there was a dam and water pit for the use of the cattle, and through this ran a small stream, which passed along the bottom of an almost dry ditch to the end of the field. In this ditch (of the size of which the testimony was somewhat conflicting, but it appeared about six feet wide at the top and one foot at the bottom, and about four or five feet deep), the plaintiff found his mare on the morning of Friday, the 8th August, lying on her back, having been dead apparently some time.

Wilkin, after explaining the nature of the agreement upon which the defendant had taken in the plaintiff's horses, charged the defendant with negligence in not properly shepherding the plaintiff's horses, for allowing them to run in a field in which there were dangerous places, and for turning a mare and foal out with other cattle.

The plaintiff deposed to the above facts, and stated that he believed his mare and foal had been fed in the farthest field, and that he did not know that they had been allowed to feed in the one containing the ditch in which the accident took place. If he had known he should not have sent it to agist with the defendant. In cross-examination, he stated that the agreement did not stipulate in which field the defendant should turn out the horses, and that he had not employed a man, Edward Wade, to look after them, but he did tell him that if he had a little time to spare he would give him 6d. a week to see to them.

His HONOUR (interposing) stated that there was but one issue to be tried, viz., whether the field in question was a dangerous place.

Cross examination continued.—The plaintiff said the watercourse where the mare was found was about 6ft. deep and 8ft. wide, and a foot wide at the bottom. It runs through the field carrying off the water from the high lands. The banks were slightly sloping and were hard and solid. When he found the mare dead, some of the horses were in one field and some in the other. The value of the mare (£50) was admitted.

Copeman in opening his defence expressed his regret that the jury were asked to decide whether or not a place was dangerous which they had not had the opportunity of seeing for themselves. The evidence of the plaintiff, however, was to the effect that it was a nearly dry ditch with sound sloping banks, and such an one as would probably be found in almost every field where cattle were placed to agist. The other charges of negligence had been withdrawn and the jury must, therefore, dismiss them from their minds. The only question was, whether this ditch was one, not where an accident could possibly happen, but such an one as a careful man would be bound to fill up or enclose. The case was one of pure accident, and if farmers agisting cattle were to become insurers and be responsible for such accidents to cattle for which they received only 2s. a week, no farmer would be found who would undertake the responsibility.

The plaintiff's attorney then offered to consent to an adjournment for the jury to visit the spot if the defendant would pay £50 into court, but Mr. Copeman saw no reason why the defendant should be called upon to do that and he hoped to satisfy the jury that the field alluded to was not dangerous.

Mr. G. Wood, farmer, then deposed that he had visited the field, and found it full of open drains very liable for cattle to get in. He should call the place where the mare was found a common open ditch, about 4ft. wide and 5ft. deep. If a

horse fell in on its back he did not believe it could get out.

Sir Wm. Bagge, Bart., M.P., was next called on behalf of the defendant, and stated that he was owner of the field in question, and knew it very well. The ditch carried off water from a spring. He should think it was not more than three or three and a quarter feet deep and about a yard wide at the top. He had jumped over it many a time when he was out shooting.

Wilkin rose to address the jury upon the case, but his Honour thought it was not necessary.

His Honour said he would inform the jury what the law of the case was, and they would be left to decide upon the facts. Lord Ellenborough had laid it down that if a person took in horses to agist gratuitously he was bound to look after them, and was responsible for accidents happening to them through negligence. If, therefore, a gratuitous bailee was liable in such circumstances, it could not possibly lessen a man's responsibility if he was paid for his services; neither was it of any importance whether the defendant were paid 2s. or 10s. a week for each horse, he would be equally liable for negligence. The jury had been told that this liability amounted to an insurance. This was not so; but in the case alluded to, where a gratuitous bailee had left a gate open and the plaintiff's cattle had escaped into an adjoining field, where a haystack had accidentally fallen and killed the plaintiff's horse, Lord Ellenborough had held the defendant was liable. The watercourse being necessary for draining the field, the defendant was not bound to cover it over; but it was his duty to see that the stock were turned into another field at night, or that the drain was so fenced that it was impossible for horses to fall into a place from which they could not get out alive. If the jury thought that the field was dangerous from the watercourse not being protected by a fencing, or the entrance from one field to the other being without a gate, they would find for the plaintiff, and for the full amount; but if they thought the field was not dangerous their verdict would be for the defendant.

The jury retired for a short time, and on their return announced a verdict for the defendant.

Wilkin then applied for a new trial, on the ground that the verdict was against the weight of evidence.

His Honour then granted leave for a new trial, with the costs of the present action to abide the event.

READING COUNTY COURT.

Wednesday, Feb. 17.

(Before H. J. STONOR, Esq., Judge.)

FLITTERS v. ALLFREY.

Judgments of County Court—Estoppel—County Court and Superior Court—Removal by defendant—Costs.

His Honour made the following remarks on the above case, which was originally heard in this court, and ultimately brought to the Common Pleas:—An application was made to me in this case last court for the return to the defendant of the deposit paid by him into court under the 19 & 20 Vict., c. 108, s. 39, in order to stop the proceedings of the plaintiff in this court, and compel him to proceed in the Superior Court, and I granted that application, subject to the production of the receipt for the damages, £5, recovered by the plaintiff without costs in the action in the Superior Court. I had not then seen the report of the judgment by the Chief Justice at the Court of Common Pleas (who tried the action in the Superior Court) upon a motion for a rule to show cause why the plaintiff should not be allowed his costs, notwithstanding the Chief Justice had refused to certify at the trial, which was delivered on the 24th Nov. last, and is contained in the January number of the Law Reports Common Pleas, vol. x., p. 46. If I had I should have then made the observations which I am now about to make with reference to the statement of the proceedings in this court, contained in the Chief Justice's judgment, which, as reported, is evidently founded on a misapprehension of the facts. That statement is as follows:—"An action had been brought against him" (the now plaintiff, Flitters) "in the County Court, in which it was necessary for the now plaintiff to prove that he held a certain cottage as a yearly tenant. A document was there put in by the now defendant to show it was a weekly tenancy. The now plaintiff swore that that document was fraudulent, and that his mark thereto was a forgery. It is not for me to say upon what ground the judge of the County Court thought fit to adopt that view, and to hold against the document that the now plaintiff held as a yearly and not as a weekly tenant." It is quite clear that the last sentence implies that in the opinion of the Chief Justice I decided that this document was a forgery, and that the tenancy was yearly against the evidence before me. Now,

the fact is, that on the evidence before me I had no choice whatever, and could not possibly have come to any other conclusion than that the document was a forgery, or—to speak more accurately—that it was not signed by Flitters, and that his tenancy was a yearly tenancy. The document in question purported to be an agreement for a weekly tenancy signed by the plaintiff, Flitters, with a cross, on the 29th Sept. 1867, six months after he had been let into possession of the premises. It was in three different handwritings. The body was in the handwriting of the defendant's wife (Mrs. Allfrey), the date and attestation in handwriting not clearly identified, and the signature of the attesting witness Horsburgh, who was dead, was proved to be in his handwriting. The cross purporting to be made by the plaintiff was small and sharp, apparently made by a practised pen, and not such as an ignorant marksman would make. The witness Horsburgh, as I have said, was dead, and there was no evidence, except the presumption arising from proof of his (Horsburgh's) signature, that the plaintiff Flitters had affixed his cross. On the other hand, the plaintiff Flitters, upon oath, positively denied having affixed his cross to the document, although he stated he had been requested to do so by Horsburgh, and he also denied having ever affixed a cross to any document in his life, being able to sign his name, which he readily did in court. In answer to a question which I fortunately put (and which I observe by the reports of the subsequent trial in the *Berkshire Chronicle* and *Reading Mercury* of the 7th March 1874, one of the jury asked after they had retired, and which the Chief Justice regretted he had not put), and could not then put, the plaintiff Flitters also said that he had learned to write in his youth and had always written his name. This was the whole of the evidence before me in support of a weekly tenancy, and upon it I had clearly no alternative but to find that the document in question was not signed by Flitters; and as it was proved by the production of receipts that the rent from 1867 to 1872, subsequently to the alleged agreement, was always paid yearly, and as a yearly rent, on the 29th Sept. in every year, which, of course, fell on different days of the week, and was incompatible with a weekly tenancy, and as there was no other evidence before me as to the terms of the tenancy, I had no alternative but to find also that the tenancy was yearly. I am sure that on consideration the Chief Justice would see that such was the case. At the trial before the Chief Justice the defendant's wife, Mrs. Allfrey, was examined for the first time, and deposed to conversations with the plaintiff's wife at the time of the original letting, showing a weekly tenancy; and I believe some other evidence, which had not been adduced in this court, was also then adduced in support of a weekly tenancy, and contradictory evidence was adduced on the other side. Upon the evidence before them, the jury found that the tenancy was weekly, and the Chief Justice concurred in that view. As, however, the judgment of this court remained of record, the defendant was held to be estopped, and a verdict was given for the plaintiff for £5, but the Chief Justice refused to certify for costs. Upon this trial and verdict I will only observe that it would obviously have been much better for the administration of justice and for both parties concerned, and especially for Mr. Allfrey, if he had applied for an adjournment of the trial of the original action in this court, or for a new trial, with or without a jury (which I should certainly have granted), and in which—if Mr. Allfrey had been successful upon the additional evidence which he has now produced—he would have established a weekly tenancy, recovered the rent, sued for, relieved himself of the tenant to whom he objected, and saved himself his own costs and the damages recovered against him in the action in the Superior Court; whilst, on the other hand, the plaintiff Flitters would not have been put in the anomalous position of having asserted a clear legal demand in a court of competent jurisdiction, of having been compelled by the defendant to have recourse to another court, and of having there succeeded in his claim, and been mulcted in his own costs. I will only add that I cannot conceive a fairer tribunal for the decision of this case than one of the respectable and intelligent juries which from time to time I have the pleasure of seeing in this court.

THE COSTS OF THE KIDDERMINSTER ELECTION PETITION.—By the decision of Mr. Justice Mellor at the trial of the above petition, Mr. Albert Grant, being unseated, was made liable for the costs of the petitioners. They amounted to about £5000, but the taxing process through which they have gone, and which has only just been completed, has shorn them down to £1921. The other £3000 falls upon the Liberals. The principal items disallowed have regard to the payments to the counsel for the petitioners.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BILL OF SALE—PARCELS IN BY REFERENCE TO INVENTORY—INVENTORY INCLUDING OTHER PROPERTY—EFFECT OF—CONSTRUCTION.—A. and B., partners in trade, conveyed to C., by way of mortgage, their foundry and all the fixtures, machinery, and working plant, &c., thereon, "more particularly specified in an inventory of even date here with signed by the parties hereto, and to be read and construed as forming part of these presents." No mention was made in the deed of "stock in trade." The deed and inventory were duly signed and registered. The inventory contained twenty-one pages, the first twenty of which gave a detailed description of the fixtures, machinery, and working plant, &c. At the bottom of p. 20 commenced a description of the "stock in trade," which was continued on p. 21, and concluded thus: "the contents of the twenty preceding sheets is a complete and exact inventory of the fixtures, machinery, utensils, and things in and upon, or about St. Paul's Foundry, mortgaged by us this day to C." C. subsequently took possession under his mortgage deed, and claimed to be entitled to the "stock in trade," in addition to the machinery, fixtures, and working plant. Held, that he was not so entitled, for that the intention of the parties, as collected from the deed and inventory, negatived the presumption that the stock in trade was intended to be included, and that the inventory could not enlarge the operation of the deed: (*Ex parte Jardine; Re McManus*, 31 L. T. Rep. N. S. 882. Bank.)

BANKRUPTCY—COMPOSITION—AMOUNT—MORTGAGE OF GOODS NOT IN EXISTENCE.—M., a wharfinger, gave B. and Co. the usual wharfinger's warrant, on their representing that they were going to store with him a quantity of metal. B. and Co. deposited the warrant with a bank as security for £418, and afterwards became bankrupt; and the metal never came into the possession of M., having been stopped in transitu. M. also compounded with his creditors, and the bank claimed to receive composition in respect of the value of the metal. Held (overruling the decision of Mr. Registrar Pepys) that the bank could only prove for the amount of money actually advanced by them. The security of the bank was upon property not in existence and could not prevail: (*Re Moore; Ex parte Moore*, 31 L. T. Rep. N. S. 812. Chan.)

REGISTERED BILL OF SALE—SEIZURE BY SHERIFF—LIQUIDATION—POSSESSION BY RECEIVER—ORDER AND DISPOSITION.—On the 2nd May 1874, A. gave B. a bill of sale over his household chattels and effects, which was duly registered. On the 2nd June the sheriff took possession under a writ of *fi. fa.* On the 13th June A. filed a liquidation petition, and the receiver appointed thereunder took possession on the 15th June. Later in the same day, B. demanded possession under his bill of sale: Held, that, the possession of the sheriff being wrongful, and no attempt to take possession having been made by B. until the 15th June, the property was in the order and disposition of A., with the consent of B., at the time of filing his petition: (*Ex parte Edey; re Cuthbertson*, 31 L. T. Rep. N. S. 851. Bank.)

PRACTICE—APPEAL—TIME FOR—HOW RECKONED—THE BANKRUPTCY RULES 1870, r. 143.—The date, from which the twenty-one days allowed for entering an appeal commence to run, is the day upon which the order or decision is delivered by the judge, and not the day upon which the order is drawn up. It is the duty of those who intend to appeal, to see that the order is drawn up in due time, to allow of time to enter an appeal: (*Ex parte Hinton; re Hinton*, 31 L. T. Rep. N. S. 852. Bank.)

COURT OF CHANCERY.

Friday, Feb. 12.

(Before the LORDS JUSTICES OF APPEAL.)

Ex parte SIR W. RUSSELL.

THIS appeal from an order made by Mr. Registrar Spring Rice, sitting as Chief Judge in Bankruptcy, raised a question of considerable importance, as to the effect of the discharge of a liquidating debtor under the Bankruptcy Act 1869. Section 15 of the Act provides that the property of a bankrupt divisible among his creditors is to comprise (among other things) "all such property as may belong to or be vested in the bankrupt at the commencement of the bankruptcy, or may be acquired by or devolve on him during the continuance." By sect. 47, "When the whole property of the bankrupt has been realised for the benefit of his creditors, or so much thereof as can in the joint opinion of the trustee and committee of inspection, be realised without needlessly protracting the bankruptcy, or a composition or arrangement has been completed," the trustee is to make a report accordingly to the court, and the court, if satisfied of the truth of the report, "shall make an order that the bankruptcy has

closed, and the bankruptcy shall be deemed to have been closed at or after the date of such order." By sect. 48, "When a bankruptcy is closed, or at any time during its continuance, with the assent of the creditors, testified by a special resolution, the bankrupt may apply to the court for an order of discharge," and by sect. 49 this order, when granted, is (with certain exceptions) to release the bankrupt from all debts provable under the bankruptcy. By sect. 125, sub-sect. 7, all the provisions of the Act (with certain modifications) "shall, as far as the same are applicable, apply to the case of a liquidation by arrangement in the same manner as if the word 'bankrupt' included a debtor whose affairs are under liquidation, and the word 'bankruptcy' included liquidation by arrangement." The modification referred to is continued in sub-sect. 9, and is this, that "the close of the liquidation may be fixed, and the discharge of the debtor and the release of the trustee may be granted, by a special resolution of the creditors in general meeting, and the accounts may be audited in pursuance of such resolution, and at such time, and in such manner, and upon such terms and conditions as the creditors think fit."

Sir William Russell filed a liquidation petition in 1870. On the 26th May 1870, his creditors resolved on a liquidation by arrangement, and appointed Mr. C. F. Kemp trustee. They further resolved that "the discharge of the debtor should be granted to him upon payment being made on his behalf to the trustee of £4000 within one month after the registration of the resolution, and upon the debtor executing within the same period a deed of covenant or a bond for payment to the trustee of £5000, by five equal annual instalments," but the deed or bond was to provide that if default should be made in payment to the trustee of any of the instalments for twenty-one days the whole of the then unpaid instalments should at once become payable. In case default should be made in payment of the £4000, any of the creditors was to be at liberty to present a petition for adjudication of bankruptcy, or make such application as he might think fit against the debtor, to the intent that he might be adjudicated a bankrupt under sect. 125 of the Act, and the debtor and the trustee were to consent to such adjudication being forthwith made. In case default should be made in payment of any of the annual instalments of the £5000, the trustee, on being required by any creditor, was to institute and duly prosecute proceedings in bankruptcy against the debtor in respect of the balance of the instalments then remaining unpaid. These resolutions were registered; the £4000 was paid, and the deed of covenant to pay the £5000 to the trustee was entered into. Sir W. Russell went into business again, and incurred fresh debts. He paid the first two instalments of the £5000, but failed to pay any more of them. In June 1874, he filed a second liquidation petition. His statement of affairs showed that his debts were over £50,000, and that his assets were practically of no value, the only property available for the creditors being his half-pay as an officer in the army, amounting to £200 a year. The creditors, on the 30th July, resolved on a liquidation by arrangement, and appointed Mr. Kemp trustee. They also resolved that, until full payment of all the debts provable under the liquidation, the debtor should pay to the trustee the surplus of his income above £600 a year, and that as soon as he should have executed a deed to give effect to the resolution he should be discharged from all debts provable under the liquidation, but that the discharge should be void if he failed to perform any of the covenants in the deed, and the trustee should certify that such failure had, in his opinion, been wilful. The trustee under the first liquidation voted in favour of these resolutions, having proved for the unpaid balance of the £5,000, and without his vote the resolutions would not have been carried. No creditor had required the trustee under the first liquidation to take proceedings in bankruptcy against the debtor. The Registrar refused to register the resolutions passed under the second petition, on the ground that the first liquidation was still pending, and all the debtor's property vested in the trustee under it, and that, till it had been closed, no valid resolution could be passed under a second petition.

Sir W. Russell appeared.

De Ger, Q.C., and *Bagley* (with whom was *R. Taunton Raikes*) for the appellant, argued that, even if the first liquidation was not closed, still the effect of the resolutions then passed was to release all the debtor's after-acquired property upon payment of the £4000 and execution of the deed of covenant. The resolutions contemplated that he was to be a free man and earn fresh property. He had been allowed to trade and to contract fresh debts, and the new creditors had thus acquired rights which could not be interfered with.

Little, Q.C., and *F. H. Linklater* for a dissentient creditor, relied upon the provisions of the Act and the recent decision of the Court of

Appeal in *Ex parte Sydney* (23 Weekly Reporter, 205). The debtor had not fulfilled his contract under the first liquidation, and till he had done so his after-acquired property was not free. Moreover, the trustee under the first liquidation had no power to vote in the second without the authority of the committee of inspection. In this case he not only had no such authority, but he voted against the express wish of one of them. Further, the debtor having practically no assets, the votes of the majority were really given simply for his benefit, that he might get his discharge, and votes thus given could not bind the dissentient minority of the creditors.

Jeune appeared for another dissentient creditor. *De Ger, Q.C.*, was heard in reply.

MELLISH, L.J., said that the ground on which the registrar refused to register the resolutions was that the former liquidation proceedings were still pending. If those proceedings had been really still pending his Lordship would have thought, in conformity with the decision in *Ex parte Sydney*, that it would not have been competent to the debtor to present a second petition; but he thought that the test whether the old proceedings were still pending was this—whether the debtor's future-acquired assets still remained liable to the creditors under the old liquidation. If they did, then, whether there might be a bankruptcy or not (a point which it was not necessary now to decide), still the debtor could not, under such circumstances, present a fresh liquidation petition. On the other hand, if the debtor's future assets were discharged by the creditors under the first liquidation, then the future creditors must be entitled to the future-acquired assets. They would be entitled to take proceedings in bankruptcy, and his Lordship could not see why the debtor, having acquired assets, might not present a liquidation petition. The question now to be decided was whether the future estate of Sir W. Russell was discharged by the resolutions passed in the first liquidation. It was clear that the creditors had power to do this by virtue of sub-sect. 9 of sect. 125 of the Act, and it seemed clear also that if the creditors had resolved that the debtor should be discharged and the liquidation closed as from a certain day, though the whole estate vested in the trustee had not been distributed, nevertheless, the future estate would have been discharged. In a case of *Ex parte Tinker*, the court held that, even though no discharge had been granted, yet, if the creditors had dealt with the debtor in such a way as that it would be contrary to good faith that they should have his future-acquired property, that property would be free. The construction of the resolutions passed in the present case appeared to his Lordship perfectly plain. On the debtor paying the £4000, and executing the covenant to pay the £5000, there was (so to say) a purchase by him of his future property, as between him and his creditors. All his then existing estate was vested in the trustee, and, therefore, this purchase money could not have been paid out of that. The difference between the provisions in case the £4000 was not paid, and in case the instalments of the £5000 were not paid, made this quite plain. In the first case the debtor was, if he made default, to be made bankrupt upon the act of bankruptcy committed by the filing of the liquidation petition; in the second case, a fresh proceeding in bankruptcy was clearly contemplated; not a proceeding under the old act of bankruptcy under which he had already got his discharge. The trustee was to take proceedings as a creditor in respect of the unpaid balance of the £5000, with all the ordinary rights of a creditor. If the old creditors gave the debtor credit for this sum as the price of his future assets, they could not at the same time claim those assets to the exclusion of the future creditors. As to the objection that the trustee in the first liquidation could not properly vote in the second liquidation without the assent of the committee of inspection, his Lordship thought that the provisions of the Act as to the powers of a trustee did not apply to a case where the creditors had come to an arrangement like this with the debtor. The trustee was placed in the position of a creditor, and was entitled to vote in the ordinary way. The third objection, that there were practically no assets, and that the liquidation was resolved on, not in order to distribute the assets of the debtor among his creditors, but only for the debtor's benefit, was deserving of great consideration. It was clear from the debtor's statement of accounts that he had practically no assets, and that there could be no dividend. The only thing really available for the creditors was the debtor's half-pay, and the effect of the resolutions was to free that entirely from contributing anything to the payment of the creditors, and there was not the smallest security that they would ever get anything. There might be nothing morally wrong in creditors agreeing to such resolutions, but it was impossible that they could have been passed *bona fide* for the

benefit of the creditors; they could only have been passed from kindly feelings for the debtor. Resolutions so passed could not bind the dissentient creditors. The Act gave the majority power to bind the minority, but that was only for the purpose of doing the best for the creditors. If the votes were given only for the purpose of benefiting the debtor, the minority would not be bound. On this ground the order of the registrar must be affirmed, and the appeal must be dismissed, with costs.

Lord Justice JAMES concurred.

Friday, Feb. 19.

Bankruptcy Business.

YESTERDAY Glasse, Q.C., mentioned to the court that Thursday is an inconvenient day for the hearing of chancery appeals by reason of its being the motion day in the courts of the Master of the Rolls and the Vice-Chancellors.

Their LORDSHIPS then said that they would change the day for hearing bankrupt appeals from Friday to Thursday, if they found that this would not be inconvenient for those members of the Bar who practice in bankruptcy.

This morning the matter was mentioned by Lord Justice JAMES, and both *De Ger, Q.C.*, and *Winslow, Q.C.*, agreed that the proposed change would occasion no inconvenience. Thereupon

Lord Justice JAMES said that during the remainder of the present sittings the bankrupt appeals will be taken on Thursdays instead of on Fridays, and Chancery appeals will be taken on Fridays.

COURT OF BANKRUPTCY.

Saturday, Feb. 20.

(Before the Hon. W. C. SPRING RICE.)

Ex parte EDWARD HARVEY; *re* NUTT.

The Bankruptcy Act, 1869 s. 126, Rules 297, 298, and 299—Receivers and managers—Payment of balances due to them, and their charges.

THIS was an application by Mr. Edward Harvey, the trustee under an extraordinary resolution for composition passed under proceedings for liquidation or composition, instituted by the debtor, for an order that the debtor should repay Mr. Harvey the balance due to him, as shown by his accounts whilst acting as receiver and manager of the debtor's estate; and also for payment of Mr. Harvey's charges for his services whilst acting as such receiver and manager, and for the costs of the application.

J. Seymour Salaman, solicitor, appeared for Mr. Harvey, and stated that the debtor was a builder, and that the principal part of his property consisted of two contracts for the erection of two chapels, and that, at the time of his failure, some sums of money were required for the purpose of continuing the contracts. It also appeared that the receiver, who had been appointed on the nomination of the debtor, was unable or unwilling to make the necessary payments, whereupon, at the instance of the principal creditors, Mr. Harvey had been appointed receiver and manager, and at the first meeting the creditors assented to Mr. Harvey continuing to manage the estate, and to make the necessary disbursements. This continued until, at the adjourned meeting, a composition was offered and accepted by the creditors; and a resolution was passed that the receiver and manager's outlay and his charges should be paid in full. On the presentation to Mr. Registrar Keene, that learned registrar rejected a portion of the resolution referring to the receiver's outlay and charges, but registered the rest of the resolution as to composition. Mr. Harvey had then been appointed trustee, and had paid an instalment of the composition out of moneys handed to him by the debtor for that purpose. Mr. Harvey now claimed a sum of about £400, balance of account, having expended very large sums of money, portions of which he had been recouped; and he had also his claim for remuneration as manager. Another instalment of the composition was about to become due, and there were considerable assets belonging to the debtor in other directions. Mr. Harvey now applied for an order that he should be recouped his outlay, and be paid his charges. He referred to the case of *Re Lyons, ex parte Brett*, where it had been decided that, after the passing of an extraordinary resolution, the court had no jurisdiction under the 72nd section of the Bankruptcy Act to interfere between the receiver and the debtor; but argued that, according to the judgments of the Lords Justices in that case, it appeared that the court had jurisdiction—even in cases of composition—to take the accounts and exercise jurisdiction between receiver and the debtor who had been put in possession of his estate, but only subject to the charges created thereon, such as amounts due to receivers and managers for their charges as officers of the court. He also referred to Rules 297, 298, and 299, the latter of which applied the principles of the Court of Chancery as to receivers

and managers appointed under the Bankruptcy Act, and cited Kerr on Receivers to show that the Court of Chancery would direct the payment of a receiver's expenses, and any amount due to him, where he had made disbursements out of his own pocket in the management of an estate.

Mallam appeared for the debtor, and contended that the court had no jurisdiction to entertain the application.

His HONOUR expressed his opinion that the debtor was liable, but ultimately made an order that Mr. Harvey should deliver his account of receipts and disbursements to the debtor, and should carry in his bill of charges as receiver and manager to the taxing master's office for taxation, and reserved his judgment upon the rest of the application with liberty to apply, and also reserved the costs of the application.

BIRKENHEAD COUNTY COURT.

Friday, Feb. 19.

(Before JAS. GILMOUR, Esq., Deputy-Judge.)

Re J. S. CLEWETT.

Bankruptcy Act 1870, Rule 260—Restoring order refused until receiver appointed—Re Robinson (22 L. T. Rep. N. S. 247), followed.

THIS was an application to restrain a creditor, on a bill of exchange, from prosecuting an action against the debtor, a joiner and builder at Tranmere, who had recently presented a petition for liquidation.

Pugh, in support of the application, cited the 260th rule, which he submitted conferred power on the court to grant the order.

Rodway, for the creditor, took exception to the application on the ground that no receiver had been appointed, the Chief Judge, in *Re Robinson* (22 L. T. Rep. 247), having held that no restraining order could be granted until a receiver was appointed.

Pugh, in reply, referred to the rule, which, after providing for the issue of a restraining order, prescribed that a receiver also could be appointed, thereby clearly implying that one should be in addition to the other. Further, he contended that in the case cited the circumstances were different, as there the sheriff was in possession, and it well might have occurred to the Chief Judge, in removing the sheriff, that the property should be protected by an officer of the court.

His HONOUR said his impression was that, by the terms of the rule, a restraining order might be granted on the application of the debtor, but as a different construction had been placed upon it by the Chief Judge, he must bow to that authority, and refuse the order.

Rodway then applied for a receiver, and the court appointed Mr. Bolland to that office.

BLACKBURN COUNTY COURT.

Monday, Feb. 22.

(Before W. A. HULTON, Esq., Judge.)

Re WESTWELL.

Powers of registrar to adjourn meeting of creditors. THIS was an application for an order to set aside a decision of the learned Registrar of the court, further adjourning the meeting of creditors of the bankrupt, and praying that the resolutions passed at the meeting of creditors be placed upon the file of the court.

Cobbett (instructed by Tattersall) appeared for the bankrupt and creditors. Jordan (instructed by J. S. Scott) and Scowcroft, of Bolton, appeared for the opposing creditors, and to support the ruling of the registrar.

Cobbett said this application was in the matter of William Westwell, of Great Harwood, and he appeared on behalf of two persons, named Uriah Cooper and John Westwell, both of whom had tendered proofs upon the estate of the bankrupt—Cooper for about £600, and Westwell for about £250. Both of these parties were relations of the bankrupt; one being father, and the other the uncle by marriage. Now the motion he had to support asked the court to order and direct that the order of the learned registrar, further adjourning the meeting of the creditors for a fortnight, be set aside, and that the resolutions passed at the meeting of creditors be registered. The facts of the case were simply these: When Westwell first failed, he filed in that court a petition for liquidation, and the first meeting under it was held on the 5th Jan. last. At that meeting proofs were tendered by him (Mr. Cobbett) on behalf of the two persons whom he now represented; but subsequently the proceedings for liquidation fell to the ground, because neither of the contending parties had a sufficient majority to appoint the trustee whom each party thought ought to be appointed. In order that his Honour's attention might be drawn to the point at issue, he would generally describe the proceedings that had been taken. The first meeting of the bankrupt was held on the 3rd Feb.; at that meeting these proofs were handed in. They were presented by Mr. Tattersall, the solicitor to the bankrupt, who also held a number of proxies for different trade

creditors. At that meeting it seems objection was raised to these proofs, and the registrar adjourned the meeting for a fortnight. Now in the interval between the first meeting under the bankruptcy and the adjourned meeting, summonses were taken out against Cooper and Westwell, and those summonses were returnable on the 11th Feb. He need not go into what happened on the 11th Feb., as he did not think it material. There was at any rate a misunderstanding. Trains are late sometimes, and it was late on this day, and he was three-quarters of an hour late when he arrived, and then the solicitor to the opposing creditor had gone, and could not be found.

His HONOUR.—What was done at that meeting on the 11th Feb.

Cobbett.—It was the day upon which my two clients were summoned for examination; nothing was done.

Jordan.—Neither the bankrupt nor any of them attended.

Cobbett.—I have nothing to do with the bankrupt. If he has made any defaults I cannot help that. Well, on that day nothing was done; but this letter was written to Mr. Scowcroft, the solicitor to the opposing creditor:—"Re Westwell.—Sir,—Our Mr. Cobbett attended the Bankruptcy Court this day. When he arrived the court informed him that your Mr. Scowcroft and Mr. Scott had left. I have to inform you that our witnesses are willing to be examined at any time, and will attend, upon their expenses being paid in the usual way, on any day that may be fixed by Mr. Cobbett and yourself."

Jordan now read the letter in answer.

Cobbett.—The reply was written on the same day, and says: "Re Westwell.—We received your letter of yesterday: our Mr. Scowcroft was not informed that Mr. Cobbett was engaged in the matter. Under the circumstances we cannot comply with the request contained in your letter." The letter contained no request, but an offer to submit the witnesses for examination on the payment of their expenses. On the 11th of Feb. the adjourned first meeting was held. At that meeting resolutions were prepared, and they were upon the file of proceedings, and by those resolutions Mr. Giles Parkinson, of Blackburn, waste dealer, and Mr. Leonard Redmayne, cotton dealer, were proposed as the trustees of the bankrupts. These resolutions were signed by himself (Mr. Cobbett), and tendered to the learned registrar for acceptance to be acted upon as the resolutions passed at the meeting. Now his Honour would find upon a comparison of the figures, and assuming the persons who signed those resolutions were entitled to vote and to prove debts, they consisted of a majority in value of the creditors present, and represented at the meeting. Well, those resolutions were tendered, whereupon it was objected on behalf of the opposing creditor that the resolution ought not to be accepted and placed on the file of proceedings on the ground that an investigation of the proofs of his clients ought to be made, and a further adjournment was made for a fortnight, and the resolutions were rejected by the learned registrar. The question to be decided was first of all this—had the learned registrar power to adjourn the meeting under the circumstances; and if he had that power was he right in exercising it under those circumstances. On the first point he submitted that the learned registrar had not the power under the circumstances which there existed to adjourn the meeting.

Jordan said he appeared to oppose the application, and he had to submit that the registrar not only had power to act as he did, but he was bound in the discharge of his duty to act in the manner in which he did. That had been long an established principle in bankruptcy law. Of course there was a great deal more in this case than his friend had told his Honour about. To begin with—had the registrar exercised his discretion soundly? Here was one of these men, Cooper, seeking to prove a debt for £600, and to vote in choice of assignees, and the other man, John Westwell, a man in humble circumstances of life, seeks to prove for £264. Those two proofs (having in them circumstances of suspicion) could have carried the choice of the trustees. In that case trustees would be appointed who had been selected to a great extent by the bankrupt. One of these gentlemen, Mr. Redmayne, has disqualified himself most effectually from being a trustee because he procured the bankrupt before this meeting to purchase a debt from another creditor so as to give him power to be a trustee under this purchased debt.

Cobbett objected, as these statements were not supported by affidavits.

Jordan.—I gave notice that I should call *vivâ voce* evidence if necessary.

Cobbett.—There is no evidence on what Mr. Jordan is speaking before your Honour.

Jordan.—It was known to the registrar at the time. Mr. Redmayne had purchased the debt of another creditor through the bankrupt, so that he might use that purchased debt to get himself ap-

pointed trustee. The court will bear in mind that that has always been a disqualification of a trustee. What was done in another case. The debtor having filed his petition in this court he obtains from Mr. James Barton on the 29th of Jan.—

Cobbett.—This is something entirely new, and ought not to be gone into.

His HONOUR.—It may be a reason for saying that he is not a person fit to be trustee, but it is not before me to-day.

Jordan.—If your Honour decides that, then I do not press it.

His HONOUR.—These are the two matters before me, had the registrar power to adjourn, and did he exercise it properly.

Jordan.—It is a great outrage altogether upon the principles of bankruptcy law, that such things as these can be carried on, and I feel one is bound to bring it before your Honour. On the 29th Jan. the bankrupt having goods himself lying at the railway station—

Cobbett: All this is pure prejudice.

His HONOUR: It will have no effect upon me as prejudice.

Jordan: Well, what did the bankrupt do? He signed a note to the Railway Company to deliver those goods to a creditor who had voted in the choice of trustee. Again, he contended that clearly the registrar had the power of adjourning the meeting, and that he exercised it with discretion. The registrar might have rejected the proofs altogether, had he chosen to do so; but he merely adjourned the meeting so that the parties could be examined as to the nature of these alleged debts. He quoted the case of *Re Biggs*, and a decision of Mr. Commissioner Fonblanque in support of his contention, and said that it was a very old principle of bankruptcy law, that wherever friendly creditors seek to carry the appointment of trustee, and their so doing being likely to smother investigation, the proper course for the registrar to pursue, was to act upon Mr. Commissioner Fonblanque's principle, and say, "I shall reject these two proofs." In conclusion, the learned counsel contended that not only had the learned registrar the power, but he had exercised it with discretion, and he questioned whether the court had power to interfere with that discretion in the absence of *mala fides*. He asked his honour to dismiss the motion with costs.

Cobbett briefly replied.

His HONOUR, in giving judgment, said: I understand that subpoenas are out for next Wednesday, otherwise I should have adjourned the case to the next court. The first question I have to determine is, whether the registrar had power to adjourn the meeting; and the next matter put before me is, whether he has exercised that power in a proper way. Those are the two propositions laid before me, therefore I think Mr. Jordan was not quite correct or in order in making the statements he did, not upon either of these two grounds, but upon something beyond it. I did not interrupt Mr. Cobbett in his reply. I told him the two issues I had to determine, but I thought he had a right, inasmuch as the charges had been brought, to make any observations upon those charges. I leave them entirely out of consideration, and I shall confine what I have to say upon the meaning of the 84th section, and upon the manner in which the registrar has exercised the discretion given to him by the section. The 84th section says, "the Registrar may adjourn the first meeting of creditors from time to time and from place to place, subject to the direction of the court." It appears to me that the word "may" when speaking of the registrar unquestionably gives him the power—a discretionary power—to adjourn. There can be no question whatever upon that point—that the registrar may adjourn the first meeting from time to time and from place to place; and it is a very salutary power to give him for reasons I need not further allude to. It is supposed that the registrar may adjourn improperly and too frequently, and under these circumstances the words "subject to the direction of the court," will be called into operation. If it was found that the registrar was adjourning the first meeting from time to time, more frequently than he ought to do, the proper course would be to get the direction of the court upon the point. But after the registrar has once exercised his judgment upon the matter, I doubt very much with Mr. Jordan whether the court would say he had done it improperly except there was something in the conduct of the registrar which I cannot for a moment suppose would apply to the registrar of this court. I think, therefore, he had the power to do what he has done, and he has exercised that power, and I confess I don't see anything in the exercise of that power that would incline me to quarrel with it. The matter now stands exactly as it did when the first meeting was adjourned. It was adjourned for the purpose of investigating these accounts. I do not agree quite with Mr. Jordan that the case of *Re Biggs* makes it imperative that whenever a relation tries to prove, that the proof should be

investigated, probably, as he says, hostilely, and the meeting adjourned for that purpose. There may be circumstances when a relation applies to prove, which make it judicious and fair to the rest of the creditors to adjourn for the purposes of investigation. Now in this case two creditors applied to prove; and their proofs were objected to by Mr. Soowcroft, and the Registrar adjourned the meeting for those proofs to be inquired into. Under all the circumstances I cannot by any means say that I think that the Registrar has improperly exercised the discretion which he has confided to him by the 84th section. I think his adjournment must stand.

Jordan.—And your Honour will dismiss this motion with costs.

His Honour.—Yes, I must do so.

CROYDON COUNTY COURT.

Monday, Feb. 15.

(Before H. J. STONOR, Esq., Judge.)

Re FERRIGE AND FERRIGE; Ex parte SHATTOCK AND Ex parte HAYWARD.

Fraudulent preference negatived by a distinct demand of debts by creditor without notice of bankruptcy—B. A. 1869, ss. 92, 94.

His Honour.—These two cases are governed by the principles laid down by the Chief Judge in *Ex parte Craven* (23 L. T., N.S., 563; L. Rep. 10 Eq. 648), and approved and confirmed by the Lords Justices in the same case on appeal, under the name of *Ex parte Tempest* (23 L.T. 650; L. Rep. 6 Ch. App. 70), and I think that there is no difficulty in the application of those principles to the facts and circumstances of the present cases. A clear and distinct demand for payment of a *bond fide* debt by a creditor, without notice of an act of bankruptcy by the debtor, which was clearly proved in both these cases, is quite sufficient to prevent any payment or transfer of property by a bankrupt before his bankruptcy in satisfaction of such debt being "fraudulent or void" within the 92nd section of the Bankruptcy Act 1869, or at all events to bring it within the saving clauses as to purchases and dealings "in good faith and for valuable consideration," contained in the 92nd and 94th sections, notwithstanding that there may be a desire or willingness on the part of the bankrupt to favour the applicant over his other creditors, which existed, probably, in both these cases, and at all events in the first case (*Shattock's*). I, therefore, think that the sale of cattle and pigs by the bankrupts to the creditors in these two cases in satisfaction of their respective debts, cannot be impeached. At the same time, there are some suspicious circumstances in the first case (*Shattock's*) as to the debt itself, and also as to the creditor's dealings with the property purchased by him, especially his keeping a separate account of the expenses incurred by him in feeding the pigs subsequently to his purchase; and, considering these circumstances, I shall not allow him his costs, but I think that the creditor in the second case ought to have his costs.

LIVERPOOL COUNTY COURT.

(Before J. F. COLLIER, Esq., Judge.)

Feb. 12 and 19.

Re GEORGE HARDY.

Bankruptcy Act 1869—Restraining orders—Power of court to restrain an action by a solicitor against the trustee for payment by him personally of the legal costs incurred in the prosecution of the bankruptcy.

Held, that the court's jurisdiction to restrain actions is limited to cases where the estate is affected.

Ex parte Anderson (22 L. T. Rep. N. S. 361) commented on and followed.

THIS was an application of importance to trustees in bankruptcy. It appeared that Mr. Hardy, a builder at Kirkdale, failed in February 1871, and presented a petition for the liquidation of his affairs by arrangement. At the first meeting of creditors it was resolved that the estate should be liquidated in bankruptcy, and accordingly an adjudication took place, and Mr. J. P. McArthur, timber merchant, was chosen trustee, with a committee of inspection, and *Etty* was retained by the trustee as the solicitor in the prosecution of the bankruptcy, the committee of inspection, as is provided by the Act, sanctioning such retainer. The statement of accounts disclosed debts £1115, and assets £247. The latter item, it appeared by the affidavit of the trustee, had, by preferential payments and other expenses, been reduced to £7 7s., which was the only sum in his hands applicable to payment of costs. In the prosecution of the bankruptcy legal proceedings were instituted with the view of impeaching a security held by a creditor, but without success. The bill of costs of Mr. Etty, in these and other proceedings was taxed at £43, and there being no funds in the estate, he commenced an action against the trustees for its recovery. The motion

now on behalf of the trustee was that the action of Mr. Etty be restrained.

Lewis Williams, instructed by Messrs. Miller, Peel, and Hughes, appeared for the trustee.

Potter for Mr. Etty.

At the outset of the case it was stated that the trustee, who had made an affidavit in support of the motion, was not present, although notice had been given on the part of Mr. Etty that his attendance would be required for the purpose of cross-examination.

Potter on that ground objected to his affidavit being read, and after a long discussion as to the practice, the court held in accordance with the case of *Parker v. McKenna* in the Court of Chancery (30 L. T. Rep.), that it could not receive, as facts proved, on behalf of a party to a motion evidence upon which he had not been cross-examined. Under these circumstances an adjournment was taken, and on the adjourned hearing the trustee was cross-examined, and the learned counsel were heard at length upon the law of the case.

His Honour, who took time to consider the arguments in giving judgment said: This is a motion to restrain an action at law brought by Mr. Thomas Etty, the solicitor employed under the bankruptcy of Hardy against the trustee, for costs incurred in and about the business of the bankruptcy. Mr. Etty's retainer was in the following form:—"Liverpool, 26th Feb. 1871. *Re George Hardy, a bankrupt.* I, the undersigned, John Parlame McArthur, the trustee of the estate, hereby retain Mr. Etty as solicitor to this estate. J. PARLANE McARTHUR. We, the committee of inspection, having requested the same: John Henry Mullin, Thomas Taylor, James McCrossan, Hugh Lewis (per Hugh Roberts)." An affidavit was filed by the trustee, and he was afterwards cross-examined upon it in court. The general effect of this evidence may be stated to be that he used due diligence in getting in the estate, and that, after paying rent and taxes and the solicitor employed in obtaining the adjudication, not only are there no assets remaining, but he is himself under advances. There are two questions for my consideration. First, whether I have jurisdiction to restrain the action; secondly, whether, if I have jurisdiction, this is a case in which I ought to exercise it. The 72nd section of the Bankruptcy Act doubtless gives very wide powers to the court, but they are given "subject to the provisions of the Act." The 13th section points out in what cases actions at law can be restrained, and where one section of an Act gives general powers, and another points out, in a restrictive sense, in what cases an important branch of those powers is to be exercised, I should have thought that, according to the received rules of construction of Acts of Parliament the general enactment would be held to be modified by the particular enactment. Authority is, however, I think against me on that point. In *Ex parte Anderson* (L. Rep. 5 Ch. App. 470), Giffard, L.J., if I understand his judgment rightly, held a contrary opinion. What he says, however, of the 72nd section is this: "The terms of this clause, in my opinion, give the court complete jurisdiction to decide everything that it may be considered necessary to decide with a view to the distribution of the bankrupt's estate." Taking that interpretation of the section, which I humbly think is the correct one, and supposing it to extend to the granting of a restraining order, it would not enable me to restrain this action, because the action would have no effect on the distribution of the bankrupt's estate. The next section to be considered is the 66th, which gives to a County Court judge, in addition to his ordinary powers, all the powers and jurisdiction of a judge of the Court of Chancery. Again, in the same case of *Ex parte Anderson*, Giffard, L.J., says, evidently referring to both the 66th and 72nd sections:—"I have no doubt it was the intention of the Legislature that the bankruptcy courts should be complete and sufficient in themselves, and that they should, for the purpose of making a complete distribution of the bankrupt's property, exercise at least all the powers conferred upon any judge of the court of Chancery. This, I think, is the test that must be applied, and as the action would not affect the estate, I think no jurisdiction is conferred on the court to restrain it. I have thought it better to state my opinion on this point that it may be decided by authority if desired, although, as will presently be seen, according to the view I take of the case, there was no necessity for my doing so. For, even assuming that I had jurisdiction, I should not exercise it in this case. I apprehend that the Court of Chancery will not interfere to restrain an action at law unless the remedy sought is contrary to equity and good conscience, or unless the Court of Chancery has already seisin of the matter, or complete justice cannot be done between the parties by an action at law. I am by no means of opinion that this court, proceeding upon motion and affidavit, is a better tribunal for deciding a matter which may pos-

sibly depend upon questions of fact, such, for example, as whether by his words or actions, the trustee had rendered himself personally liable to the solicitor for his costs, than a court of law. Again, if I were to be of opinion that the trustee had made himself so personally liable, what order could I make on him? It appears to me that sufficient reason has not been shown for the interference of the court in this case, even if it could interfere, and I shall dismiss the motion.

LEGAL NEWS.

CAPTAIN DONATIUS O'BRIEN is gazetted as a deputy lieutenant for the county of Middlesex.

MR. R. C. C. WHITE has been appointed clerk, and Mr. A. C. Tatham solicitor, to the Horney School Board.

SIR FRANCIS GOLDSMID will be the chairman of the General Committee on railway and canal Bills for the present session.

MR. F. H. MARSHALL, judge of the Leeds County Court, died on Wednesday week at St. Leonard's, aged seventy-six years.

A DESIRE has been expressed for a noiseless pavement to be laid down in Chancery-lane, on account of the great number of offices there.

THE Court of Common Pleas has appointed Mr. Justice Denman to be upon the rota of election judges in the stead of Mr. Justice Honyman.

SOUTHAMPTON MUNICIPAL ELECTION PETITION.—The official costs of the petition against the return of Mr. Cleveland for the Ward of St. Lawrence, which will have to be borne by the town, are estimated at nearly £400.

EXTRADITION TREATY WITH SWITZERLAND.

—The *London Gazette* contains the terms of a treaty concluded between this country and Switzerland for the mutual extradition of fugitive criminals. The ratifications were exchanged at Berne on the 31st Dec. last, and the treaty will come into force on the 1st March next.

THE death is announced of the Hon. George C. Norton, who died last evening at the residence of his brother, Lord Grantley, Womersley Park, Guildford. Mr. Norton, who was for many years magistrate at Lambeth police-court, and had for thirty-eight years held the office of Recorder of Guildford, was seventy-five years of age.

COURT OF HUSTINGS.—A Court of Hustings has recently been held in the large hall of the Guildhall, City of London, to register a deed which has reference to a scholarship (founded by Sir David Sassoon) attached to the City of London School. Such a court has not been held for the last six years, though there are no expenses attached to the work done by it.

THE DERWENTWATER CLAIMANT.—Mr. Myrnell, County Court Judge of the Durham Circuit, has received a letter from the lady claiming to be the Countess of Derwentwater, in reference to his having styled her "the so-called countess," requesting him not to insult her. She enters at some length into the particulars of the case which was before the judge, and informs him that the title to "her own entailed Derwentwater estates" comes to her by inheritance, and from a power given and reserved unto her in certain family indentures of settlement.

CITY OF LONDON COURT.—CARTER v. MYERS.—The plaintiffs, Messrs. Carter, Paterson, and Co., sued the defendant for the sum of 11d. for carriage of a parcel to Southampton. The defendant at first objected to plaintiffs' solicitor, saying that he was a clerk in the law department of the South-Western Railway, and Judge Gale at Southampton had refused to allow him to appear as an advocate. As it appeared that he was an admitted solicitor, Mr. Commissioner Kerr said that this court was under a local Act of its own, and that in it he (the Commissioner) had as unlimited an amount of discretion as a Turkish cadi.—*City Press*

COMPENSATION ACTIONS ARISING OUT OF THE THORPE COLLISION.—The Sheriff of Norwich (Mr. J. Young) has held, through Mr. Carlos Cooper, a court for assessing the damages due to the legal representatives of some of the victims of the late terrible collision on the Great Eastern Railway at Thorpe St. Andrew. In the case of Sergeant Major Cassell, of the West Norfolk Militia, whose income was proved to have been over £3 a week, the jury awarded £1250; in that of Sergeant Ward, of the same regiment, whose income was 45s. per week, £1050; and in that of Job John Hutton, a journeyman saddler, receiving 25s. a per week, they awarded £700. Execution was stayed. Mr. Macauliffe, Q.C., and Mr. S. Reeve appeared for the plaintiffs; and Mr. Bulwer, Q.C., and Mr. Marriott for the company. In each case a special jury assessed the damages.

THE APPELLATE JURISDICTION.—At a meeting of the Committee for Preserving the Jurisdiction of the House of Lords as a Court of Final Appeal for the United Kingdom, held at 16, St. James's-place, on Saturday evening, the follow-

ing new members were elected on the committee:—Mr. J. J. Aston, Q.C. (County Palatine of Lancashire), the Most Hon. the Marquis of Bristol, Viscount Holmedale, M.P., Sir Graham Graham Montgomery, M.P., and the Right Hon. the Earl of Limerick. Sir Thomas Gladstone announced that a memorial to the Lord Chancellor, praying that the House of Lords might be preserved as a court of final appeal for Scotland, is in course of signature by the legal profession in Scotland. A letter was read from the secretary of the Irish Bar Committee, calling attention to the recent meeting of the Bar of Ireland, and stating that the Bar of Ireland is unanimously in favour of retaining the House of Lords as a final court of appeal for Ireland. Mr. Stuart Wortley, the acting chairman of the committee, was authorised to communicate with the Lord Chancellor on the subject of the memorial of the Bar of England, which, it was stated, had now received the signatures of about two-thirds of the members of the English Bar in actual practice in England. At another meeting held on Wednesday evening at the same place, the Right Hon. J. Stuart Wortley, Q.C., in the chair, an important communication was read from the Lord Chancellor, in pursuance of which the memorial of 450 of the leading members of the Bar of England was presented to his Lordship on Thursday.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

DEEDS OF ARRANGEMENT.—These documents, as conveyancers can testify, frequently are difficult to construct and to complete, efficiently, through the obstinacy or reluctance of the parties concerned to settle their business amicably, even when they may be in a position to do so, in a satisfactory manner without legal or equitable hindrance. It is true that the deed is composed chiefly of recitals, and an epitome of facts, but these require to be clearly and neatly arranged, so that, when placed upon record, they may prevent doubt and litigation at a future period, and for this purpose the operative part of the deed must embrace all the necessary parties. The recent equity cases of *Westmoreland v. Holland* (19 W. R. 302; 23 L. T. Rep. N. S. 797), *Sutton v. Wilders* (12 L. Rep. Eq. 273), and *Hopgood v. Parkin* (11 L. Rep. Eq. 74, A.D. 1871) show the risk of legal trusteeship, and the necessity of releasing trustees in an effectual manner so as to prevent future liability. In the first of these three cases, the estate of the trustees was declared to be liable for money which it was alleged in a deed, erroneously, these trustees had received and invested. In the two latter cases, the trustees were responsible for the acts of their solicitors. The case of *Morse's Trust* (A.B. 1847—50) showed the peril of trusteeship and difficulty in perfecting a deed of arrangement. The circumstances were as follows, viz.: a testator, A., died, A.D. 1827, leaving by his will personally, after payment of expenses, amounting to £1630, of which £1200 was invested on freehold security. Two trustees were appointed by the will, one of whom died shortly after the death of A. D., the surviving trustee, then stocked his farm with the residue of the assets, £430, without giving security; but paying interest regularly for the loan. The wording of the will was dubious, and of the *cestui que trust*, one was a *feme covert* and another an infant. The trustee, D., was unable to pay the debt or to give satisfactory security; the mortgagee, under the circumstances of the case, refused to pay off the mortgage, or further interest, without an order in Chancery, and the *cestui que trust* insisted upon filing a bill, which was done accordingly. The result was that D. put in his answer admitting the debt, and became an insolvent, paying a dividend, £344 10s., out of the £430. After some delay, the parties agreed to a deed of arrangement, the infant *cestui que trust* having become of age, and the mortgage having been discharged. The sum of £300 was reserved for taxed costs, including the receivership. The sum of £1244 10s. was divided amongst the *cestui que trust*. Possibly the costs might have been decreased to the extent of £50; but even then only about £1300 out of the £1630 would have been divisible. In this case it was impossible to settle the matter without the aid of a Chancery suit; but frequently, difficulty, delay, and expense, are caused by the conduct of the interested parties and their opposition to legal advice. This case showed clearly the mischievous consequences of sole trusteeship, and the beneficial effect of an early deed of arrangement in a preference to a Chancery suit, although the machinery of an equity court is more facile and less costly than it was twenty-five years since. Even Aristotle, the Just, should not, I think, be tempted by sole trusteeship. In the case of *Morse, &c.*, the trustee

was ruined by his breach of trust, and the *cestui que trust* were blamed for applying to equity for relief. It may be observed in this case, the breach of trust was effected by the surviving trustee, uncontrolled by a coadjutor; and the offender's debts would have prevented the discharge of the debt, although the interest upon it might have been paid regularly during his life. His bond would have been useless. CHR. COOKE.

PUBLIC PROSECUTORS.—From your notice of my letter to the Home Secretary on the subject of Public Prosecutors, you appear to have fallen into a strange error with regard to one of my suggestions, viz., that the duties of public prosecutors might well be put upon the coroners. You say, "The man who combined these offices would, in fact, be liable to be successively judge and counsel at different stages of the same case." Now a very cursory perusal of my pamphlet will show this is just the opposite of what I propose. My whole argument is against a public prosecutor acting as attorney or counsel in any case, and in favour of the work being done by the Profession at large. Shortly, my letter goes to show, first, that the intervention of a public prosecutor is only required in a very small number of cases; therefore the appointment of special salaried officers in every borough and petty sessional division is unnecessary. Secondly, that it is undesirable to give any local practising attorney a monopoly of the criminal business in his neighbourhood; therefore the public prosecutor should be prohibited from other practice, have a wide jurisdiction, and should not personally appear either as counsel or attorney, but merely direct and control the work which should be done by the Profession generally. Thirdly, that, as the work of supervising would be very light, it is unnecessary to create a new office, as the duty might well be done by the coroner, but in such case it would be necessary "to deal pretty freely with his status and qualifications to extend and qualify his jurisdiction, and, probably, to readjust the boundaries of the various districts in which he now acts." In fact, I would give him power to inquire into all suspected crimes, and, where a crime was known to have been committed, to direct the apprehension and prosecution of the supposed criminal. J. BROUGHTON EDGE.

[We presume that Mr. Edge will allow that the duty of a public prosecutor, whether he personally or by deputy conducts the cases in his charge, is to represent the Crown's, as opposed to the prisoner's, interests. What we said, and still say, is that it would neither be expedient nor seemly that the official who has to perform this duty should be one who at another period of the same case may be called upon to sit as judge.—ED.]

TEN YEARS' LAW CLERKS.—I am decidedly of opinion that the present practice of dispensing with the preliminary examination in the cases of ten years' law clerks has an unmistakable tendency to fill the ranks of the Profession with comparatively uneducated men. If the statements of your correspondent "A Twenty Years' Salaried Clerk" that the remark as to the want of education of law clerks generally is contrary to his experience of over twenty years, and that there are salaried clerks who possess high mathematical and some literary attainments, are correct, I say that no reason exists for dispensing with the preliminary examination in the cases of such clerks. Bearing in mind the fact that boys of fifteen years of age have passed the preliminary examination, and inferring from this fact that the amount of learning which will enable a candidate to pass this examination must necessarily be small, I say it is disgraceful that clerks possessing "high mathematical and some literary attainments in addition to superior practical knowledge and efficiency in their several departments," should shirk so slight an ordeal, and I think the sooner they are compelled to face it, the better for both the Profession and the public. A SOLICITOR.

[We have received other letters upon this subject having a similar bearing.—ED. SOLS.' DEP.]

THE LAND TITLES AND TRANSFER BILL 1875.—You were good enough to publish, a few weeks since, some observations of mine upon the Land Titles and Transfer Bill 1874, and perhaps now you will allow me to make a few remarks in your columns upon the Bill as introduced by the Lord Chancellor in this session. I am glad to see that most of the objections, which I pointed out, to the Bill of last session have been dealt with in some way. The provisions as to shifting clauses and conditions, and the compulsory clauses, have been omitted; leases for a single life may be put on a register; the case of intermixed freehold and copyhold land is provided for; provision is to some extent made against fraudulent assurances; the 7th section of the Vendor and Purchaser Act 1874 is repealed; and persons who disapprove of the registry are not driven to evade

the provision of the Act, but may remove their title therefrom. The provisions contained in the Bill for the protection of unregistered interests, and to prevent fraud, upon the transfer of registered land, appear to me, however, to require reconsideration. Sects. 31, 32, and 33, as to the freehold registered interest, and sects. 36, 37, and 38, as to the leasehold registered interest, provide that a registered transfer for valuable consideration shall confer on the transferee the fee simple, or leasehold interest, as the case may be, "for his own benefit," and clause 99 expressly excepts registered dispositions for valuable consideration from being declared fraudulent and void. These provisions are, I submit, clearly faulty for the following reasons:—First, on a purchase for valuable consideration, although a purchaser had express notice of certain equities, and even if it were the understanding that such equities were to remain unprejudiced, or if the purchaser were purchasing as a trustee, and with the money of another, in either case, until he had, after being registered, executed some legal contract under sect. 50 of the Bill, the purchase would inure "for his own benefit," and would be by the express words of the Bill exempted from these equities. Secondly, that the Bill in effect provides that no amount of fraud on the part of a transferee for valuable consideration shall affect, or give any equity against, the estate of the transferee. It appears to me that the following amendments should be made in the Bill to rectify these faults, viz.:—Sects. 31, 32, 33, 36, 37, and 38 should come with the words, "except as hereinafter provided to the contrary," and the words "for valuable consideration" and "for his own benefit" should be omitted therefrom. These clauses would then relate to all dispositions, whether voluntary or for valuable consideration, and sects. 34 and 39, which relate to voluntary dispositions, should be struck out. Part 3 of the Bill, relating to "unregistered dealings with registered land," should be stated to relate to "unregistered and fraudulent dealings with registered land," and the following section should follow sect. 50 under that heading, viz., "The registration of any person as first proprietor with an absolute or qualified title, or as proprietor on any transfer or charge of any registered estate or charge under this Act, shall not, so far as such proprietor is concerned, prejudice any adverse unregistered estates, rights, interests, or equities of which such proprietor shall, if he be a first proprietor with an absolute or qualified title, have had notice at the time of the registration of such person as first proprietor, or, if he be a registered proprietor on the transfer, or charge of a registered estate or charge, have had notice at the time of such transfer or charge being effected. The registration of any person as proprietor on the transfer or charge of any registered estate or charge, made without *bona fide* valuable consideration, shall not prejudice any unregistered adverse estates, rights, interests, or equities affecting the same. Any disposition of land, or of a charge on land, shall, subject and without prejudice to the rights of persons *bona fide* claiming for valuable consideration without notice, notwithstanding registration, be liable to be set aside as fraudulent and void to the same extent as if it were an unregistered disposition. A person shall be deemed to have had notice of any matter for the purposes of this section only in case such matter is shown to have been actually within the knowledge of such person, or that such matter would, but for the wilful act or default or gross negligence of such person, have been within his knowledge." Sect. 99 would then be struck out of the Bill, and the heading "As to fraud" altered to "As to offences." I may also mention a few other minor amendments which appear to me desirable. In sects. 5 and 7 the expression "an estate in fee simple in land" is used evidently to signify "the fee simple in land," which is the expression correctly used in sect. 6. There appears to be some mistake in sect. 12, by which it is provided that an applicant shall not be registered as proprietor of leasehold land, with a declaration of the title of the lessor to grant the lease, until the lessor is declared to have title to grant the lease, that is, that a declaration is not to be made until it is made. Sect. 22, which provides that no title as against registered land is to be acquired by adverse possession, should, I think, be omitted, or it will render every title to unregistered land unsafe which does not commence before the time the Bill comes into operation. Sect. 49 should only apply where the estate vested in the bare trustee is on the register. Under sect. 89 the guardian of an infant would seem to have power to dispose of the registered estates of the infant. I hardly think this can be intended. I should think sect. 108 ought to be made to correspond with sect. 123. I would also suggest whether it would not be well to preserve the 7th section of the Vendor and Purchaser Act 1874, so far as to prevent tacking, in cases where the owner of the estate to be tacked has notice of the means estate, which would be postpone

This might, I think, be provided for by substituting the following section for sect. 132 of the Bill—viz.: "The 7th section of The Vendor and Purchaser Act 1874 shall be read and construed only to abrogate the priority or protection which would, but for that section, be acquired by reason, or on the ground of an estate right, title, or interest in land, being protected by or tacked to any legal or other estate or interest in such land as against persons who, at or prior to the time when such priority or protection would be acquired, have had notice of the estate, right, title, or interest in derogation, or to the prejudice of which such priority or protection would operate, and as against persons claiming from, through, or under them, otherwise than for valuable consideration, and without notice." Lastly, I may point out that on the death of a sole registered proprietor of the fee simple of land, it is left to the registrar to decide who shall be registered in his place, subject to an appeal to the court. I should think that the registrar under this clause would have no option but to require proof as to who the estate devolves on, and to register such person, as I cannot conceive that, without some special enactment, there is any other principle of selection he would be justified in acting upon.

Maidstone, Feb. 22, 1875.

S. H. KING.

SHORTHAND WRITERS IN THE BANKRUPTCY COURT.—I observe a letter in the LAW TIMES to-day from Mr. Snell and Mr. Barber, the official shorthand writers to the Court of Bankruptcy, with reference to a paragraph appearing in your issue of the 30th ult., in which it is stated that they (the shorthand writers) "have agreed between themselves to refuse to take shorthand notes for which 1 guinea is allowed, except on the condition that the transcript should be paid for." Mr. Snell and Mr. Barber say that that statement is erroneous, and that you were misinformed. On the 28th Jan. last I had a sitting for private examination of a debtor. I instructed Mr. Snell to take shorthand notes of the examination. He declined to do so unless I also would agree to have the transcript written out, alleging that Mr. Registrar Brougham had so decided in a similar case. I then asked Mr. Barber's clerk if he would take the note without such a condition, and he stated that he could not, as an agreement to the effect mentioned had been made between Mr. Barber and Mr. Snell. I applied to Mr. Registrar Hazlitt, and his attention was directed to Rule 207. He, however, declined to order Mr. Snell to take the note, and as I would not engage to take a transcript I had to employ a clerk who, although an efficient shorthand writer, was not allowed to take down the evidence in shorthand, but was compelled to write it out in long hand, of course occasioning a considerable loss of time. These facts I can verify, and they can also be fully corroborated by my client, the trustee, who was present, and by others. I understand that since the paragraph appeared, it is not made a condition on taking the notes that a transcript should be made.

THOS. W. C. RUSSEL.

Coleman-street, E.C., 20th Feb., 1875.

[The shorthand writers in their letter in our last issue say, "There never has been either made or contemplated any agreement between us as therein stated," that is, in our original paragraph on the subject. There must be some misunderstanding on the question at issue.—ED. SOLS' DEPT.]

SECT. 4 OF THE ATTORNEYS' ACT OF 1843.—I cannot understand why the law restricting a solicitor to have only two articulated clerks should still remain in force. It may be that some solicitors have a particular forte in bringing forward students, and I am sure it conduces to emulation for three or four to read and study together. I should much like to see an effort made to annul this restriction.

A COUNTRY SOLICITOR.

EXPENDITURE IN ADVERTISEMENTS.—In your paper of the 20th inst., you have remarked upon the lavish expenditure for advertisements in connection with the European Society Arbitration, and also in connection with advertisements in bankruptcy and liquidations in the *Gazette*. I venture to think that these remarks are equally applicable to the advertisements to creditors under the Act, 22 & 23 Vict. c. 35, which, as you are aware, are usually in a stereotyped form. I have now before me particulars of the payments for advertisements for creditors to send in their claims upon two estates in which we were acting for the executors. In one case, it appears that the payments were as follows: *Gazette*, one insertion, £2; *Times*, three insertions, £7 10s.; *Daily News*, £7 2s. 6d., making a total, including copies of the papers, of £16 14s. 8d. In another case the payments amounted to £9. In a third instance, in proceedings for the administration of a small per-

sonal estate, under the authority of the court initiated by a summons in which the advertisements were inserted in particular newspapers by the direction of the chief clerk, the following were the payments:—*Gazette*, £1 11s.; *Times*, £1 15s. 9d.; local papers, £4 12s. I think it will be admitted that these disbursements are a very heavy tax upon estates, and admitting the necessity of a public notice being given to all creditors to forward claims to executors, or to prove them before the chief clerk, still there is no reason why a short summary of the particular advertisements should not appear in a column of the *Gazette* specially devoted to the purpose, and why a similar summary should not be inserted in the public newspapers. I am aware that the expense often deters executors from inserting the advertisements. If the attention of the Profession could be given to the subject, probably some of your readers could suggest a short form which could be usually adopted, and by which expense could be saved. It is obvious that no advantage can result to a solicitor in preparing long advertisements, whilst the clients must always be dissatisfied at the expense of what they sometimes consider a useless formality.

V.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

116. LIGHT.—Will not building a wall not quite 5ft. off and right opposite to a window, which has enjoyed uninterrupted right of light for sixty years, be an encroachment; and what is the best course to pursue on the part of the owner of the dominant tenement? The wall, as proposed to be built, will be level with, if not higher, than the top of the window. The window has hitherto looked into an open yard.

LEX.

117. LEGACY.—A. B., in her will, gives a legacy of £200 to C. D.; C. D. dies under age. Can the legacy be said to have vested (C. D. never having touched or received a penny), and the father of C. D. claim it? The cases referred to in the LAW TIMES, 13th Feb. 1875, do not seem to me to afford an answer.

A LAW STUDENT.

118. ARTICLED CLERKS.—Are articulated clerks eligible for the post of presiding officer or polling clerk at municipal and parliamentary elections, and would they have been so prior to the Attorneys and Solicitors Act of 1874?

A. A.

119. ATTACHMENT.—Will some of your readers kindly give me information on the following case: A client obtains judgment in the County Court for a sum of £25 and costs. The debtor lives in furnished apartments, and therefore execution is no use. It has lately come to the knowledge of the creditor that the debtor has an income of about £200 a year, being the dividends arising from money invested in the funds. What is the best step for the creditor to take to secure the money? The dividends are payable in April and October in each year. Can he attach the money in the funds in any way, and if so, how? I presume a charging order could not be obtained, as the judgment was not recovered in any of the Superior Courts.

E. B.

120. CONVICTION—IRREGULARITY.—A. was summoned and convicted in petty sessions for attempting to get into a train whilst in motion. A. did not attend on return of the summons, otherwise he could have proved his innocence; afterwards handbills were distributed at all stations along the line announcing the conviction. Have railway companies power to do this, and, if not, what remedy has A.? I think this subject was broached in your columns some time ago. Will you or any of your readers kindly refer me thereto? And I should, at the same time, be glad to have an expression of opinion, as it is a point of constant occurrence, and upon which I am not aware there has been any judicial decision.

LEX.

121. FINAL EXAMINATION—INCORPORATED LAW SOCIETY.—Will anyone of your readers, or you, Mr. Editor, inform me how long before the expiration of the term of service an articulated clerk can attend for examination. As I read the rules applicable to the examination and admission of articulated clerks, it is not incumbent upon a clerk to apply for admission at the time he applies to be examined, and that he may apply to be examined before he has actually served the full term of five years. Is this so?

AN ARTICLED CLERK.

[An examination before termination of articles is limited to the term preceding the date of their expiration, when that event occurs in vacation: (Sect. 12 of 23 & 24 Vict. c. 127.) You need not apply to be admitted when examined, but see provisions as to limit of time afterwards.—ED. SOLS' DEPT.]

122. VOLUNTEER OFFICERS—TRAVELLING PRIVILEGES OF.—A., being the holder of a second class railway ticket on a certain railway, and also being a volunteer officer, has he any right to travel first class when in uniform going to and returning from duty? I may observe that an officer is exempt from paying a toll gate under these circumstances.

LYNCEUS.

[Railway companies are required to issue a special ticket under such circumstances at a reduced price, and this should be demanded at the time of booking.—ED. SOLS' DEPT.]

Answers.

(Q. 100.) **DIVISION OF PERSONAL PROPERTY OF INTESTATE.**—One fourth: (*Lloyd v. Trench*, 2 Ves. Sen. 215.) B.

(Q. 102.) **COST OF REPAIRS UNDER DEVISE OF REAL ESTATE.**—In equity a tenant for life is not bound to do repairs. Therefore the trustees in this case should do the repairs and charge them to the estate: (*Powys v. Blagrove*, 4 D. M. & G. 448.) B.

(Q. 103.) **ACKNOWLEDGMENT BY MARRIED WOMAN OF DEED.**—It is unnecessary, I think, for the lady to acknowledge the deed: (*Casborne v. Scarfe*, 1 Atk. 605.) B.

(Q. 104.) **SOLICITOR'S LIEN.**—The debt may become barred by statute and then the lien claimed in respect of it will cease to exist, but I do not see in what other way the solicitor can be deprived of his lien by the statute. A solicitor's lien on deeds and documents is limited by the extent of his client's interest in them. If, for example, the client is a tenant for life, the solicitor cannot withhold the deeds from a remainderman after his client's death. By 3 & 4 Will. 4, c. 27, s. 40, money secured by any lien on real estate cannot be recovered after twenty years, but a solicitor's lien is not such a lien, being merely a right to withhold deeds and papers that have come into his possession in the course of business until his debt is paid: (See *Smith's Man. Eq. 333*; *Wms. P. P. 400*; *Stevenson v. Blakelock*, 1 M. & S. 525, and cases there cited; *Re Faithfull*, L. Rep. 6 Eq. 325.) B.

—The remedy is barred by the statute, but not the lien, and if a solicitor has any of his client's papers in his custody, he will retain his lien until the claim is satisfied, even though the six years have elapsed: (See *Higgins v. Scott*, 2 B. & Ad. 213.) J. H. B.

(Q. 110.) **REFUSAL OF TRUSTEES TO ACT.**—Assuming the copyhold to be subject to fine arbitrary, the fine is in point of economy the difficulty. If the two daughters are A.'s only children, they might be admitted as co-heiresses in coparcenary, upon which only one fine would be payable, and they could surrender to a trustee for C. to secure the £1000, and subject thereto would hold upon the trusts of the will. B. would then discharge his mortgage by warrant of satisfaction, or, alternately, B. might take admission under his mortgage, and then by deed transfer the debt and equity under it to C., and covenant to surrender on demand, giving, if thought necessary, a power of attorney to C. to pass such surrender to himself or any person, and also to acknowledge satisfaction when required.

C. H. (Hadleigh).

(Q. 111.) **EXEMPTION FROM SERVICE UNDER ARTICLES.**—An articulated clerk passing a university examination after date of articles cannot claim exemption on that account from service for full period of five years. The examination must precede the articles: (See 23 & 24 Vict. c. 127, s. 5.) H. L.

(Q. 115.) **NOTICE FOR ATTENDING EXAMINATION.**—Renewed notices must be given within seven days after one term for the next. In the case put in your last issue they must be renewed between the 10th and the 15th May, both days inclusive.

E. C.

LAW SOCIETIES.

INNS OF COURT LENDING LIBRARY, TEMPLE.

THE annual meeting of the members of this society was held on Thursday evening, the 11th inst., at the Lecture Hall, King's Bench Walk (lent for the occasion by the kindness of the benchers of the Inner Temple), John Macgregor, Esq. (of Rob Roy celebrity), in the chair. Mr. C. Britton, the hon. sec. (clerk to Mr. Forsyth, Q.C.), having read the librarian's report and the balance sheet, which showed that the number of members had slightly increased over the previous year, and that the library generally was in a more satisfactory condition, the members proceeded to elect three persons to serve on the committee for the ensuing year. Mr. Winn (clerk to the Hon. Baron Amphlett), one of the retiring committeemen, intimated his intention of not offering himself for re-election, not on account of any diminution of interest he felt in the welfare of the library, but mainly for the purpose of allowing fresh blood to be infused into the undertaking, he having been on the committee from the formation of the library. The members, whilst regretting Mr. Winn's retirement, adopted his view of the case, and elected Mr. Seymour (clerk to Ford North, Esq.) in his stead. Mr. Winn then proposed a vote of thanks to Mr. Macgregor for his kindness in presiding over the meeting, and alluded to the great interest that gentleman had always taken in the affairs of the library. The vote was unanimously carried, and Mr. Macgregor replied in suitable terms. A vote of thanks having been accorded to the benchers for the use of the hall, the proceedings terminated.

The Inns of Court Lending Library is now in the tenth year of its existence, and was established for the sole use of the clerks to members of the Bar. The subscription is fixed at a low rate (£5. per annum) so as to enable all to belong to it. The library is situated at 4, Fig Tree-court (the room being generously granted rent free by the benchers of the Inner Temple), and is open on Monday, Wednesday, and Friday, from five to seven. Donations of books will be gladly received by the

society. We may mention that the Hon. Justice Lush, Sir Thomas Chambers, Q.C., M.P., and Mr. Forsyth, Q.C., M.P., are the trustees.

EXETER AND CREDITON LAW STUDENTS' DEBATING SOCIETIES.

THE third amalgamated meeting of the above societies was held on Friday evening the 19th inst., at the Law Library, Athenaeum, Bedford Circus, Exeter, Bartholomew C. Gidley, Esq., solicitor and town clerk of Exeter, in the chair. The subject selected for debate was: "Should the borough franchise be extended to the counties, and a consequent re-distribution of seats made?" The appointed speakers for the evening were: on the affirmative, Messrs. Rundle and Petherick; and, on the negative, Messrs. Fowler and Pickman. The debate was extremely good, both sides being upheld with great zeal, and fortified with good arguments. Undoubtedly the immediate interest attaching to the subject chosen greatly enhanced the vigour with which both sides were attacked and defended, and conducted to the good discussion which took place. The motion, on being put to the vote by the chairman, was negatived by a majority of two. A vote of thanks to the chairman, for his efficient conduct as such, terminated the proceedings of the evening.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

THE following circular has been issued by the Hon. Sec. (Mr. J. W. Piercy) to the members:—"I have pleasure in informing you that the President (Mr. S. Learoyd) has kindly consented to give a series of fortnightly conversational lectures, on the 'Law of Watercourses and Running Streams, including the question of Water Foulness and Impounding;' the object being, by free and open discussion and explanations, to assist the members in the study of the subjects treated. One half of the time of the meeting will be devoted to the opening of the subject, and the other half to answering the questions that may be put. Mr. Learoyd has also signified his intention of offering for the competition of the members of the society, who may attend the lectures, two prizes, consisting of text books, of the value three and two guineas respectively, to be awarded to the writers of the best answers to an examination paper on the subject of the lectures; the examination to be conducted by two Huddersfield solicitors, to be hereafter selected. Further information as to the examination will be given hereafter. The first lecture will be delivered at the County Court, on Thursday evening, the 18th inst., commencing at 7.30 precisely, on 'The manner in which easements as applied to Watercourses arise or are created—1st, by actual grant; 2nd, by implied grant; 3rd, by prescription.' The President recommends the members to refer to the chapters on Easements, in Smith's 'Manual of Common Law,' 'Gale on Easements,' or 'Addison on Writings,' before the time of the meeting. The most practical evidence of a due appreciation of the kindness of Mr. Learoyd will be afforded by a numerous attendance at the lectures, and a spirited competition for the prizes.

LAW STUDENTS' DEBATING SOCIETY.

THE usual weekly meeting of this society was held at the Law Institution on Tuesday evening last, Mr. Indermur in the chair. Messrs. Benning and Upton were duly elected members of the society. The secretary read a list of the members of the society who had taken honours at the Final Examination held in Hilary Term. The question appointed for discussion was No. 554, Legal—"A contract was made out of the jurisdiction, but a breach of contract arose within the jurisdiction. Is the plaintiff entitled to take proceedings under the Common Law Procedure Act, 1852, s. 18?" The question was well discussed and ultimately decided in the affirmative by a narrow majority.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Hall, on Wednesday, the 24th Feb., Mr. H. T. bound, LL.B., in the chair. Mr. H. D. Marshall opened the subject for the evening's debate, viz., "That sect. 7 of the Vendors and Purchasers Act 1874, requires amendment." The motion was carried unanimously. The subject for next week's discussion is, "Can a witness who has been subpoenaed and given evidence sue the party calling him for compensation for the loss of time?" to be supported by Messrs. Hanhart and Beal; to be opposed by Messrs. Baker and H. D. Marshall. Before the debate a mock trial will be held.

BRIGHTON QUARTER SESSIONS.—These sessions will be held on Friday, March 12, before J. Locke, Esq., Q.C., M.P., Recorder. Two days' notice of appeal must be given to Mr. E. Evered, Clerk of the Peace.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

T. H. MARSHALL, ESQ.

THE late Thomas Horncastle Marshall, Esq., Judge of the Leeds County Court, who died on the 18th inst., at St. Leonards, after a long illness, in the 75th year of his age, was the third son of the late Rev. Thomas Horncastle Marshall, Vicar of Pontefract, Yorkshire. He was born in the year 1800, and was called to the Bar by the honourable society of Gray's Inn, in Michaelmas Term 1831, and was subsequently elected a Benchman. In 1838 Mr. Marshall was appointed Deputy Judge and Steward of the Court of the Honour of Pontefract, and also Chairman of the Barnsley Court of Requests. He was a magistrate for the West Riding of Yorkshire, and in 1847 was appointed Judge of the County Courts, Circuit No. 14, holding his courts at Barnsley, Goole, Leeds, Pontefract, and Wakefield. He was consulted by the authors of the original County Courts Act as to the details of that measure, and several sections of the Act were either drawn or suggested by him. Mr. Marshall married in 1829 Maria Isabella, daughter of Richard Temple, Esq., M.D., of London, by whom he had issue three sons and two daughters.

PROMOTIONS AND APPOINTMENTS.

THE High Sheriff of Lancashire (John Pearson, Esq., of Golborne Park) has appointed Henry Lewis Gregory, of Liverpool, solicitor, to be the Under-Sheriff.

MR. J. L. HOPKINS, solicitor, of St. Helen's, Lancashire, and deputy clerk to the Magistrates there, has been appointed Clerk to the Magistrates for the division of Steyning, Sussex, which clerkship was rendered vacant by the death of Mr. A. J. Hay.

MR. C. J. HARVEY, of the firm of Harvey and Addison, solicitors, Portsea, Hants, has been elected by the freeholders of South Hants, Coroner for that district, in the room of Mr. Hoskins, deceased; and he has nominated his partner, Mr. Addison, as Deputy Coroner. Mr. A. S. Blake, solicitor, also of Portsea, the only other candidate, although defeated, was well supported by the freeholders.

MR. JOHN HENRY HORTIN, of 161, Edgeware-road, has been appointed Solicitor to the Paddington Vestry, in the place of the late Mr. Frederic James Fuller.

THE Lord Chief Baron and Baron Amplett have appointed Mr. William Stollard, of 29, South Molton-street, Oxford-street, a Commissioner to Administer Oaths in the Exchequer of Pleas.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Feb. 9.

GIRLING and OWLES, attorneys and solicitors, Chancery-lane (John Arthur Girling and Eustace William Owles). Jan. 30.

TUCKER, SAMUEL WARD; NEW, FRANCIS CHARLES; and LANGDALE, ARTHUR, attorneys and solicitors, King-st., Chancery-lane, as regards Langdale. Debts by remaining partners. Dec. 15.

Gazette, Feb. 16.

EVANS, LAING, and EAGLES, attorneys and solicitors, John-st., Bedford-row (John Evans, Thomas Ward Laing, and Edward Duncombe Eagles). Oct. 21.

Gazette, Feb. 19.

To surrender at the Bankruptcy Court, Basinghall-street. CULIFFE, JAMES, steamship owner, Gracechurch-st. Pet. Feb. 16. Reg. Peppas. Sol. Owen, Chancery-lane. Sur. March 3.

To surrender in the County. EVANS, JOSEPH THOMAS, threshing machine proprietor, Adamston, Wrookwaring. Pet. Feb. 17. Reg. Potts. Sur. March 3.

HARDING, HENRY GEORGE, linen-draper, Bristol-house, Winterbourne Down. Pet. Feb. 16. Reg. Harley. Sur. March 2.

RUSSELL, DAVID, printer, Liverpool. Pet. Feb. 15. Reg. Watson. Sur. March 2.

WILSON, ROBERT SMITH, grocer, Darlington. Pet. Feb. 13. Reg. Crosby. Sur. Feb. 20.

Gazette, Feb. 23.

To surrender at the Bankruptcy Court, Basinghall-street. COUTHARD, CHRISTOPHER, chemist's assistant, Cavendish-st., Egham. Pet. Feb. 19. Reg. Roche. Sur. March 5.

CREVET, JAMES, late warehouseman, Friday-st., Chancery-lane. Pet. Dec. 5. Reg. Broughman. Sur. March 9.

HODGSON and DENHAM, merchants, Clement's-lane, Lombard-st. Pet. Feb. 20. Reg. Haslitt. Sur. March 16.

To surrender in the County. BARROW, ISAAC, clothier, Manchester. Pet. Feb. 19. Reg. Kay. Sur. March 9.

BURKILL, THOMAS, farmer, Haywood, near Doncaster. Pet. Feb. 13. Reg. Rodgers. Sur. March 13.

COWI, HENRY, notary public, Great Yarmouth. Pet. Feb. 20. Reg. Walker. Sur. March 16.

FELLOWS, THOMAS, coal merchant, Redhill. Pet. Feb. 15. Reg. Rowland. Sur. March 5.

HILTON, LOT, dyer, Manchester. Pet. Feb. 13. Reg. Kay. Sur. March 9.

HUGHES, REES, pig dealer, Tregaron. Pet. Feb. 17. Reg. Lloyd. Sur. March 6.

WILSON, THOMAS, builder, Newcastle-upon-Tyne. Pet. Feb. 13. Reg. Mortimer. Sur. March 6.

BANKRUPTCIES ANNULLED.

Gazette, Feb. 16.

D'ALTEYRAC, JUNIA MARIA, otherwise WILLOUGHBY, no occupation, Park-st, Grosvenor-sq. April 23, 1869.

LEVY, HARRIS, clothier, Commercial-rd.-east. Sept. 18, 1874.

PILLING, DAVID, out of business, Southport. June 23, 1875.

Gazette, Feb. 19.

KNEBEL, SAMUEL FREDERICK, headle to the Haberdashers' Company, Staining-lane. Oct. 27, 1874.

WRIGHT, SAMUEL DIGBY, late secretary to a railway company, Duke-st, St. James'. June 18, 1868.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 19.

ADAMS, STEPHEN, boot maker, Sheffield. Pet. Feb. 16. March 8, at twelve, at office of Sol. Fernel, Sheffield.

ALDRICH, GEORGE, saddler, Manchester. Pet. Feb. 17. March 5, at three, at office of Sol. Messers. Heath, Manchester.

ALLAN, JAMES BENJAMIN, drawing master, Langley. Pet. Feb. 16. March 5, at half-past ten, at office of Sol. Barrett and Dean, Slough.

ARROWSMITH, AARON, wheelwright, Wigan and Heskin. Pet. Feb. 17. March 6, at eleven, at office of Sol. Lees, Wigan.

ATKINSON, ROBERT, commission agent, Gateshead. Pet. Feb. 16. March 3, at twelve, at office of Sol. Story, Newcastle.

BARNES, WILLIAM, journeyman wheelwright, Shoreham. Pet. Feb. 15. March 3, at three, at the Norfolk Arms hotel, Arundel. Sol. Goodman, Brighton.

BAUM, GODFREY, banker, Regent-st, and Talbot-rd, Westbourne-pk. Pet. Feb. 8. March 4, at three, at the Guildhall coffee house, Gresham-st. Sol. Miller, King-st, Chancery-lane.

BEDDELL, HENRY PETTO, out of business, Oakley-rd, Southgate-rd, Islington. Pet. Feb. 17. March 10, at two, at office of Sol. Digby and Liddle, Circus-pl, Finsbury-circus.

BELL, HENRY JAMES, out of business, Ash-grove, Hackney. Pet. Feb. 11. March 8, at three, at office of J. Bath and Co., accountants, 100, King William-st.

BENJAMIN, MICHAEL, general merchant, Jewry-st, Aldgate. Pet. 13. March 2, at three, at office of Sol. Evans and Eagles, 10, John-st, Bedford-row.

BOTTOM, JOHN FRANCIS, silk lace dyer, New Basford, and Nottingham. Pet. Feb. 16. March 9, at eleven, at office of Sol. Watson and Wadsworth, Nottingham.

BRITTAIN, WILLIAM JAMES, fisherman, Hull. Pet. Feb. 15. March 8, at eleven, at office of Sol. Jacobs, Hull.

BUNKER, JOHN, white ale brewer, Plymouth. Pet. Feb. 12. March 9, at twelve, at office of Sol. Square, Plymouth.

CAMERON, ALEXANDER, draper, Newport. Pet. Feb. 11. Feb. 26, at twelve, at office of Sol. Graham, Newport.

CARREY, DAVID, baker, Tavistock-st, Bedford-sq. Pet. Feb. 17. March 8, at two, at office of Sol. Williams, Alfred-pl, Bedford-sq.

CARRINGTON, ROBERT, bookbinder, Wrexham. Pet. Feb. 17. March 5, at three, at the Queen's hotel, Oswestry.

CHIRGWIN, JOHN, grocer, Penzance. Pet. Feb. 16. March 4, at eleven, at office of Sol. Tynghall, Penzance.

COWARD, GEORGE MATTHEW, umbrella manufacturer, Preston. Pet. Feb. 17. March 5, at three, at office of Sol. Forshaw, Preston.

CROCKER, ANTHONY, corn factor, Wembworthy, near Eggsford. Pet. Feb. 15. March 2, at three, at the Castle hotel, Castle-st, Exeter. Sol. Friend, Exeter.

CUSKER, RICHARD, out of business, Merriek-st, Southwark. Pet. Feb. 16. March 8, at three, at office of Sol. Raven and Curtis, Mansion-house-bldgs, Queen Victoria-st.

DAVENPORT, HENRY, scale manufacturer, Sheffield. Pet. Feb. 16. March 1, at two, at office of Sol. Taylor, Sheffield.

DAVIES, DAVID, grocer, Aberystwyth. Pet. Feb. 17. March 5, at 1, at office of L. Tribe, Clarke, and Co., High-st, Newport. Sol. Gibb, Newport.

DU COSTA, LUIZ AUGUSTO, merchant, Winchester-bldgs. Pet. Feb. 15. March 4, at three, at office of Sol. Stenning, Bucklers-bury.

DUMMETT, JOHN, tailor, Bethnal-green-rd. Pet. Feb. 13. March 1, at two, at office of Sol. Reed and Lovell, Guildhall-chmbrs, Basinghall-st.

DYER, GEORGE, grocer, Victoria-rd, Victoria-rd, Hackney-wick. Pet. Feb. 16. March 9, at two, at the Masons' Hall tavern, 25, Masons'-hall-st, Basinghall-st. Sol. Newton, Coleman-st.

DYSON, BENJAMIN, innkeeper, Saddlers'-hall, Fenchurch-st. Pet. Feb. 13. March 4, at twelve, at the Angel inn, Oldham. Sol. Evans.

EARLY, WILLIAM HENRY, working jeweller, Teignmouth. Pet. Feb. 15. March 4, at twelve, at office of Sol. Daw, Exeter.

EYRE, SAMUEL, Worcester. Pet. Feb. 10. March 1, at twelve, at the Reindeer hotel, Meacham-st, Worcester. Sol. Stratton, Wolverhampton.

FAIRHIRE, EDWARD HUGH, and THOMAS, JAMES, lighterman, Harpa Great Tower-st. Pet. Feb. 16. March 5, at eleven, at the Guildhall-bldgs, city London. Sol. Keene and Marsland, London-st, Fenchurch-st.

FINNEY, WILLIAM EDWARD, carrier's agent, Huddersfield. Pet. Feb. 8. Feb. 26, at three, at office of Sol. Hoep, Fenton, and Nettleton, Wigan.

FISHER, JOHN SAMUEL, merchant's clerk, Godolphin-rd, Shepherd's-bush. Pet. Feb. 15. March 6, at four, at the Eagle tavern, Starch-green-rd, Starch-green.

FORD, THOMAS GREEN, baker, Parkfield-st, Liverpool-rd, Islington. Pet. Feb. 17. March 10, at two, at office of Sol. Kelly, Molyneux-chmbrs, Goswell-rd, Islington.

FORREST, JAMES, fishmonger, Pendleton. Pet. Feb. 16. March 5, at eleven, at the Church inn, Ford-lane, Pendleton. Sol. Trenewen, Leigh-pl, Manchester.

FOWLER, HENRY COLE, tailor, Rufford's-row, Upper-st, Islington. Pet. Feb. 17. March 3, at twelve, at office of Sol. Buckland, Eastcheap.

GAIN, ALFRED, importer of foreign produce, Edgeware-rd. Pet. Feb. 16. March 3, at twelve, at office of Broad, Broad, and Peterson, 35, Walbrook. Sol. Peacock and Goddard, South-gate, Gray's-inn.

GIRAUD, PETER JAMES, jun., brush-maker, Binglefield-st, Caledonia-rd, St. Paneras, and Cambridge-rd, Norwich. Pet. Feb. 17. March 15, at eleven, at office of F. Holloway, accountant, 173, Ball's Pond-rd, Islington. Sol. Fenton, Albion-rd, Kingland.

GODWIN, JOHN, bolting cloth manufacturer, Chippenham. Pet. Feb. 13. March 3, at twelve, at office of Sol. Pinniger and Wood, Chippenham.

GOLDSMITH, THOMAS, merchant, Norwich. Pet. Feb. 17. March 4, at twelve, at office of Sol. Rackham, Norwich.

HALL, WILLIAM, innkeeper, Smallwood. Pet. Feb. 15. March 4, at twelve, at office of Latham and Bygott, Sandbach. Sol. Bygott, Sandbach.

HARRIS, GEORGE, farmer, Sulgrave. Pet. Feb. 16. March 4, at eleven, at office of Sol. Kilby, Son, and Mace, Banbury.

HAWKROFT, EDWARD, confectioner, Barnsley. Pet. Feb. 16. March 3, at three, at the Royal hotel, Barnsley. Sol. Stocks and Nettleton, Wigan.

HEMMINGS, SAMSON, shoemaker, Morton Pymkney. Pet. Feb. 17. March 5, at eleven, at the Pomfret Arms hotel, Towcester. Sol. Sheppard, Towcester.

HILL, JONATHAN, silk throwster, Congleton. Pet. Feb. 16. March 5, at three, at the Lion and Swan inn, Congleton. Sol. Garside, Congleton.

HOLBOYD, JAMES, woollen manufacturer, Leeds, and Barnard Castle. Pet. Feb. 15. March 2, at two, at the Great Northern Station, Leeds. Sol. Simpson and Burrell.

HORTON, THOMAS, shoe manufacturer, Nantwich. Pet. Feb. 15. March 5, at eleven, at office of Sol. Lisle, Nantwich.

HORWOOD, EDWARD, late timber haulier and beerhouse keeper, Yeovil. Pet. Feb. 13. March 6, at eleven, at office of Sol. Glyde, Yeovil.

HOULDER, WILLIAM, and HOULDER, WILLIAM WASHINGTON, vitrol manufacturers, Upper Thames-st, and Southall. Pet. Feb. 15. March 8, at two, at the Guildhall coffee house, Gresham-st. Sol. Porter, King-st, Chancery-lane.

HUCKLE, CHARLES, furniture dealer, Biggleswade. Pet. Feb. 8. Feb. 27, at one, at the Crown inn, Biggleswade. Sol. Maynard, Clifford's-inn.

JACKSON, JOSEPH, cabinet maker, Hulme. Pet. Feb. 17. March 5, at three, at office of Sol. Edwards and Bintliff, Manchester.

JOHNSON, FREDERICK, outdrier, St. George's-st-east. Pet. Feb. 16. March 3, at three, at 65, Basinghall-st. Sol. Wood and Hare, Basinghall-st.

JONES, JOHN, farmer, Caleybychan Llangodog. Pet. Feb. 16. March 5, at three, at the Ivy Bush hotel, Carmarthen. Sol. Wood, Swansea.

KNECHT, CHARLES, photographic artist, Sunderland. Pet. Feb. 13. March 2, at eleven, at office of Sol. Bowley, Sunderland.

KINGFORD, CHARLES, Belmont House, Lewisham, Ickham, and Wickham, and KINGFORD, CHARLES THOMSON, miller, Lewisham, Corn Exchange, Market Street, and Tide Mills, Deptford. Pet. Feb. 15. March 2, at twelve, at office of Sol. Watney, Clement's-lane.

KNOWLES, WILLIAM, journeyman joiner, Matlock-town. Pet. Feb. 16. March 4, at eleven, at office of Harrison and Co., accountants, Deodar, West Heath, Kent.

LEWIS, RICHARD, jun., grocer, Thorncroft, Macclesfield, in Rotherham. Pet. Feb. 16. March 10, at one, at office of Sol. Hoyle, Rotherham.

LYDD, EDWARD, jun., plumber, Wrexham. Pet. Feb. 15. March 4, at three, at office of Sol. Pugh, Wrexham.

LUCY, LAYTON, draper, Liverpool. Pet. Feb. 17. March 4, at twelve, at office of Sol. Carruthers, Liverpool.

MARON, JOHN, provision dealer, Macclesfield. Pet. Feb. 11. Feb. 25, at two, at office of Sol. Hinde, Macclesfield.

MCINTYRE, PATRICK, clothier, Newcastle. Pet. Feb. 15. March 3, at two, at office of Sol. Bush, Newcastle.

MENSHAW, JOHN, grocer, Loughborough. Pet. Feb. 13. March 5, at three, at office of Sol. Deane and Lickorish, Loughborough.

MITCHELL, CLEMENT, manager, Bradford. Pet. Feb. 15. March 3, at three, at office of B. C. Pullan, Leeds.

MITCHELL, JOSEPH, ironmonger, Hulme, near Manchester. Pet. Feb. 17. March 9, at three, at office of Sol. Hinde, Milne, and Sudlow, Manchester.

MORRIS, EDWARD, victualler, Penmansmawr. Pet. Feb. 17. March 6, at half-past twelve, at the Albert hotel, Bangor. Sol. Jones, Conway.

MURRAY, ANDREW, farmer, Windle. Pet. Feb. 16. March 4, at three, at office of Sol. Leigh and Ellis, Wigan.

NICHOLSON, FRANCIS, butcher, West Heath, Kent. Pet. Feb. 13. March 3, at two, at the Baglan hotel, West Hartlepool.

NIX, RICHARD GREENSLADE, baker, Thorverton. Pet. Feb. 15. March 4, at eleven, at office of Sol. Toby, Exeter.

O'CALLAGHAN, WILLIAM, FREDERICK ORMOND, of no occupation, Old Buntingford, Bedfordshire. Pet. Feb. 15. March 3, at two, at office of Sol. Messrs. Davis, Cork-st., Burlington-gate.

PHILLIPS, THOMAS HENRY, gas engineer, Featherstone-bridge, Holborn. Pet. Feb. 11. March 1, at three, at office of Sol. Cooper, Charing-cross.

PILLER, JOHN, butcher, Church-rd., Teddington. Pet. Feb. 11. March 4, at four, at office of Sol. Edgell, St. John's-ter, Kingston-upon-Thames.

PINCHIN, JAMES, builder, Market Lenington. Pet. Feb. 15. March 4, at half-past eleven, at office of Sol. Hancock, Bath.

PRINCE, JOHN, smallware dealer, Preston. Pet. Feb. 17. March 5, at eleven, at office of Sol. Forshaw, Preston.

PRITCHARD, WALTER, grocer, Tredgar. Pet. Feb. 16. March 2, at two, at office of Messrs. Williams, accountants, the Exchange Bristol.

RATLEDGE, FREDERICK, leather seller, Northampton. Pet. Feb. 15. March 10, at twelve, at office of Sol. Hensman, Northampton.

RAWSON, GEORGE MAJOR, provision dealer, Sheffield. Pet. Feb. 17. March 2, at three, at office of Sol. Sheffield.

RICHARDSON, JOHN, builder, Cartersway. Pet. Feb. 15. March 3, at three, at office of Sol. Garbutt, Newcastle.

RICHARDSON, THOMAS BRIDGEWATER, builder, Queen's-row, Raywade. Pet. Feb. 15. March 3, at eleven, at office of Sol. Alley-Jones, Lincoln's-inn-chambers, Chancery-lane.

SAMUEL, HENRY, boot manufacturer, Newport. Pet. Feb. 15. March 2, at one, at office of Sol. Gibbs, Newport.

SAMUEL, LEWIS, late victualler, Bath. Pet. Feb. 15. March 3, at eleven, at office of Sol. Gibbs, Newport.

SCOTT, DONALD, journeyman baker, Smirk's-road, Old Kent-road. Pet. Feb. 8. March 1, at three, at office of Sol. Hicklin and Washington, Trinity-sq., Southwark.

SEARPE, JOSEPH, victualler, Keworth. Pet. Feb. 12. March 5, at twelve, at office of Sol. Deane and Lickorish, Loughborough.

SEAW, RICHARD, timber merchant, Hereford. Pet. Feb. 13. March 3, at ten, at office of Sol. Knight and Underwood, Hereford.

SMITH, ISAAC, grocer, Aberdare. Pet. Feb. 13. March 1, at one, at office of Sol. Howell, Aberdare.

STAFFORD, CHARLES, painter, Bristol. Pet. Feb. 16. March 2, at eleven, at office of Sol. Emery, Bristol.

STANTON, GEORGE, school officer, Bexley-rd., Belvedere. Pet. Feb. 15. March 4, at two, at 3, Dove-st., Old Jewry.

TABERNACLE, CHARLES BLOUNT, victualler, City-rd., Pet. Feb. 15. March 9, at two, at office of Sol. Messrs. Beard, Basinghall-st.

TARBOTTON, THOMAS, joiner, Bradford. Pet. Feb. 15. March 2, at ten, at office of Sol. Pugh and Smith, Bradford.

TALOR, GEORGE JONAS, and SMITH, JOHN WALEDGE, calico printers, Whalley and Manchester. Pet. Feb. 13. March 3, at three, at the Clarence hotel, Manchester. Sol. Messrs. Winder.

TOWNSEND, JOHN, dairyman, Tavistock-cres., Westminster-park. Pet. Feb. 8. March 2, at three, at office of Sol. Cooper, Charing-cross.

TURNER, EDWARD BAGNALL, fittings manufacturer, Wednesday. Pet. Feb. 16. March 3, at three, at office of Sol. Kibworth, Wednesday.

VOORANGER, ALBERT EDWARD, bookkeeper, Chorlton-on-Redbank. Pet. Feb. 13. March 3, at three, at office of Sol. Gardner, Manchester.

WALKER, CHARLES, beerhouse keeper, Manchester. Pet. Feb. 16. March 10, at three, at office of Sol. Ryland, Manchester.

WANDER, ALFRED, slate merchant, Widnes. Pet. Feb. 15. March 4, at two, at office of Harwood, Banner, and Son, accountants, 24, North John-st., Liverpool. Sol. Linaker, Runcorn.

WIGNALL, SAMUEL, farmer, Keighley. Pet. Feb. 11. March 5, at two, at office of Sol. Wright and Waterworth, Keighley.

WILLIAMS, JOHN, draper, Carnarvon. Pet. Feb. 17. March 5, at one, at the Dudley Arms hotel, Rhyl. Sol. Jones and Roberts, Carnarvon.

WILLIS, HENRY, grocer, Kinsham, in Bredon. Pet. Feb. 16. March 4, at eleven, at office of Sol. Moore and Romney, Tewkesbury.

WILSON, JOHN, cloth manufacturer, Overley. Pet. Feb. 17. March 5, at three, at office of Sol. Fawcett and Malcolm, Leeds.

Gazette, Feb. 23.

ADAMS, MATILDA, glass dealer, Walker's-cd., Little Fulney-st. Pet. Feb. 17. March 9, at twelve, at office of Messrs. Kemp and Co., 44, Cannon-st. Sol. Plunkett, Gutter-lane, E.C.

ALCOCK, JAMES, basket maker, Worcester. Pet. Feb. 15. March 4, at eleven, at office of Sol. Tree, Worcester.

ALLEN, JOHN, grocer, Swinton. Pet. Feb. 20. March 11, at three, at office of Sol. Tree and Boyer, Manchester.

BAILEY, GEORGE, Gravel-lane, Southwark. Pet. Feb. 12. March 5, at twelve, at office of Sol. Grayson, Hunter-st.

BATCHELOR, EDWARD RANBON (trading under the style of the Castle Sugar Refinery company), sugar refiner, Plymouth. Pet. Feb. 16. March 8, at two, at office of Messrs. Bernard, Thomas, Tribe, and Co., accountants, Albion-chambers, Bristol. Sol. Brittan, Press, and Inskip, Bristol.

BARKER, JOHN ALEXANDER, hardware merchant, Osborne-cd., Upton Manor, Farnlow, Bishopclee-st. Withn, and Gray's Barn-rd. Pet. Feb. 16. March 8, at two, at the Walbrook Estate Exchange, 35, Walbrook. Sol. Eilborough, King's Arms-yard, Moorgate-st.

BERRIDGE, STANFORD, butcher, Whittlesa. Pet. Feb. 19. March 9, at three, at the Queen's Head Inn, Whittlesa. Sol. Gaches, Peterborough.

BOOTH, WILLIAM, business and house agent, Carlton-hill, St. John's-wood. Pet. Feb. 17. March 10, at four, at office of Sol. York, Marylebone.

BOOTH, DAVID, cloth manufacturer, Idla, in par. Calverley. Pet. Feb. 16. March 8, at eleven, at Wharton's hotel, Park-lane, Leeds. Sol. Dawson and Greaves, Bradford.

BOWLAND, JOHN SYKES, hostler, Doncaster. Pet. Feb. 23. March 16, at four, at the Angel hotel, Arundel-st., Strand. Sol. Atty and Son, Sheffield.

BROWETT, EDWARD ERNEST, silkman, Coventry. Pet. Feb. 15. March 6, at twelve, at the Castle Hotel, Broad-gate, Coventry. Sol. Minster, Coventry.

BUTCHER, ALFRED, auctioneer, Quality-cd., Chancery-lane, and Gladtholpe-lane, Cavendish-rd., Kilburn. Pet. Feb. 13. March 3, at three, at Elder's hotel, 135, Holborn.

BUTTERWORTH, ALFRED, shawl manufacturer, Manchester and Ardwick. Pet. Feb. 20. March 16, at three, at office of Sol. Chorlton, Manchester.

BUTCHER, ALFRED LAWTON, out of business, Bristol. Pet. Feb. 19. March 12, at three, at office of Sol. Hobbs, Bristol.

CHADWICK, JOSEPH, manager, Duxfield. Pet. Feb. 18. March 5, at eleven, at the Marlborough-st., Stalybridge. Sol. Buckley and Miller, Stalybridge.

CHAMBERS, FREDERICK, bag maker, Shepperton-rd., Ilkington. Pet. Feb. 11. March 3, at three, at Mr. Marshall's, 118, Chapside.

CLARKE, JEREMIAH, plasterer, Kynham. Pet. Feb. 17. March 10, at two, at 22, Pembroke-st., Oxford. Sol. Cooper, Charing-cross.

CLARKE, ALFRED, attorney, Woodlands, Sunbury, and Lincoln's-inn-fields. Pet. Feb. 19. March 9, at eleven, at the Incorporated Law Society of the United Kingdom, Chancery-lane. Sol. Nicholls, Lincoln's-inn-fields.

CLARKE, MICHAEL, tailor, Preston. Pet. Feb. 20. March 8, at two, at office of Sol. Edleston, Preston.

CLARKSON, JOHN, sen., cabinet maker, Middleham. Pet. Feb. 18. March 5, at ten, at the Railway hotel, Northallerton. Sol. Walsell, Northallerton.

CLAYTON, WILLIAM, jeweller, Leicester. Pet. Feb. 19. March 8, at three, at office of Sol. Owston, Leicester.

COOK, THOMAS, draper, Croydon. Pet. Feb. 14. March 3, at twelve, at the Chamber of Commerce, 146, Chapside, London.

COLE, WILLIAM, barber, and Brother, ironmonger, Chapside.

CORRETT, JOHN, cheesemonger, Grafton-st., Newport Market. Pet. Feb. 16. March 3, at ten, at Wood's Hotel, Portlough, Lincoln's-inn-fields. Sol. Hope, John-st., Bedford-row.

CROOK, THOMAS (under the style of firm of Rothwell and Co.), engineer, Leicester. Pet. Feb. 19. March 10, at eleven, at the Swan hotel, Bradshaw-gate, Bolton. Sol. Rushton, Armistead, Fullagar, and Hulton, Bolton.

CROFTALL, WILLIAM, commission agent, Ramsgate. Pet. Feb. 17. March 8, at eleven, at 1, York-st., Ramsgate. Sol. Edwards, Ramsgate.

DANGAMIAN, OTHANES, merchant, Manchester. Pet. Feb. 20. March 12, at three, at offices of Sol. Adeshaw and Warburton, Manchester.

DAVIS, GEORGE JOSEPH, tobaccoist, Birmingham. Pet. Feb. 19. March 4, at twelve, at office of Sol. Fallow, Birmingham.

DAWNEY, CHARLES, chemist, Bath. Pet. Feb. 20. March 12, at eleven, at office of Sol. Collins, Bath.

DEWBURY, CHARLES, tea dealer, Manchester. Pet. Feb. 20. March 12, at eleven, at office of Sol. Leigh, Manchester.

DOIDGE, JOHN, draper, Dipton and Cornay. Pet. Feb. 18. March 8, at twelve, at office of Sol. Hodge and Harle, Newcastle-upon-Tyne.

DUNN, ALEXANDER, joiner, Birmingham. Pet. Feb. 17. March 8, at three, at Messrs. Strutton and Co., 30, Newhall-st., Birmingham.

EMDEN, THOMAS WALTER LAWRENCE, architect, Adam-st., Strand. Pet. Feb. 18. March 16, at two, at the Guildhall, Ipswich, 3, Green-st., Ipswich.

EVANS, JAMES, bedding manufacturer, King's Cross-rd., and Wynford-rd., Barnsbury. Pet. Feb. 18. March 8, at three, at office of Sol. Lewis, Hatton-garden.

FENNER, HENRY, shop retailer, Anwell-st., Clerkenwell. Pet. Feb. 17. March 10, at eleven, at office of Sol. Leigh, Manchester.

FLOOK, SAMUEL, out of business, Bristol. Pet. Feb. 20. March 3, at eleven, at office of Sol. Clifton, Bristol.

FULLER, JOHN, boot manufacturer, Manchester. Pet. Feb. 19. March 8, at three, at office of Sol. Edwards and Binliff, Manchester.

GLEDHILL, PERCY HENRY GILBERT, out of business, Park-st., Camberwell. Pet. Feb. 17. March 16, at eleven, at the Hall of the Incorporated Law Society, Chancery-lane. Sol. Sherwood, King William-st., Strand.

GROOK, GEORGE, coal dealer, Birmingham. Pet. Feb. 19. March 8, at twelve, at office of Sol. Hawkes, Birmingham.

HANKE, JOSEPH, house decorator, Great Portland-st., Oxford-st., and Park-ter, Regent's Park. Pet. Feb. 18. March 8, at two, at the Inns of Court Hotel, High Holborn. Sol. Lloyd, Bloomsbury-sq.

HARRIS, THOMAS, shopkeeper, Hereford. Pet. Feb. 18. March 8, at eleven, at office of Sol. Arthy, Hereford.

HERBERT, JOHN WILLIAM, grocer, West-st., Triangle, Hackney. Pet. Feb. 19. March 9, at three, at 17, Ely-pk., Hornsey. Sol. Graham.

HENBRY, GEORGE, and HENBRY, THOMAS WINTON, bakers Ove. Pet. Feb. 18. March 8, at three, at the Havelock hotel, Ely, March 10, at three, at office of Sol. Chapside, Ely.

HOOGE, THOMAS PARKER, grocer, Newcas-upon-Tyne. Pet. Feb. 20. March 8, at two, at office of Sol. Messrs. Joel, Newcastle-upon-Tyne.

HOLLAND, RICHARD LEIGH, out of business, Clement's-lane, and Havelock-st., West Heath, Birmingham. Pet. Feb. 18. March 8, at three, at office of Sol. Messrs. Lawrence, Pavia, Boyer, and Baker, Old Jewry-chambers.

HOLMES, EDWIN, out of business, Kestley. Pet. Feb. 18. March 8, at half-past eleven, at the North-Western Hotel, Liverpool. Sol. Leigh, Manchester.

JACKSON, GEORGE, farmer, Gunby, near Colchester. Pet. Feb. 17. March 5, at three, at the Red Lion Inn, High-st., Grimsby. Sol. Cramch and Street.

JAMES, THOMAS, baker, at office of Sol. Messrs. Marthy Tydd. Pet. Feb. 18. March 5, at twelve, at office of Sol. Beddoe, Marthy Tydd.

JEACOME, WILLIAM LOCKWOOD, and WORTH, THOMAS, meat salesmen, Metropolitan Meat Market, West Smithfield-st. Pet. Feb. 20. March 8, at two, at office of Sol. Lovett, King William-st., E.C.

JERKINS, JOSEPH, out of business, Everton. Pet. Feb. 18. March 17, at one, at office of Sol. Quetch, Liverpool.

JENKINS, THOMAS, miller, Craswall. Pet. Feb. 18. March 8, at two, at office of Sol. C. H. Jones, Craswall.

JENKINS, HENRIETTA, milliner, Edgemoor, near Birmingham. Pet. Feb. 17. March 10, at three, at office of Sol. Fitter, Birmingham.

JONES, JOHN, builder, High-rd., Harrow-rd., Paddington. Pet. Feb. 18. March 8, at three, at office of Sol. Fisher, Leicester-sq.

JONES, WILLIAM EDWARD, picture dealer, Clifton. Pet. Feb. 19. March 4, at eleven, at office of Sol. Messrs. Bristol.

JOWITT, DAVID, draper, Huddersfield. Pet. Feb. 18. March 5, at eleven, at office of Sol. Reddick, Huddersfield.

KEAT, SAUNDERS, bootmaker, London. Pet. Feb. 18. March 8, at eleven, at offices of Sol. Adley and Martlett, Longton.

KIPPLING, WILLIAM THOMPSON, auctioneer, Bedford-rd. Pet. Feb. 17. March 4, at two, at office of Sol. Kelley, Great James-st., London.

LANGFORD, WILLIAM, licensed victualler, Oldbury. Pet. Feb. 18. March 5, at two, at office of Sol. Jaques, Birmingham.

LOWE, THOMAS JAMES, hatter, Rochester and Chatham. Pet. Feb. 20. March 8, at two, at office of Sol. Swaine, Chapside, London.

LINGARD, JAMES, manufacturer of tools, Manchester. Pet. Feb. 13. March 17, at three, at the Clarence hotel, Spring-gardens, Manchester. Sol. Ryland, Manchester.

LYDD, EDWARD, publisher, Leicester. Pet. Feb. 17. March 4, at three, at office of Sol. Travis, Tipston.

MARKE, KAUFMAN, watchmaker, Salford. Pet. Feb. 18. March 5, at three, at office of Sol. Sampson, Manchester.

MAWSTON, JOHN, tailor, Leamside. Pet. Feb. 19. March 8, at eleven, at office of Sol. Polkard, Durham.

MATTHEWSON, GEORGE WILLIAM, dyer, Cambridge. Pet. Feb. 17. March 11, at eleven, at the Bird Hotel, St. Andrew's-st., Cambridge. Sol. Ellison and Burrows, Cambridge.

MELTON, ROBERT SAMUEL, draper, Liverpool. Pet. Feb. 19. March 8, at three, at office of Sol. Hulton and Lister, Manchester.

MCCALL, JAMES, joiner, Chapside. Pet. Feb. 19. March 8, at three, at office of Sol. Crooke, Sandy, Sandy, and Ledgrave, Manchester.

MCDONALD, ARCHIBALD, draper, Middleborough and Liverpool. Pet. Feb. 19. March 10, at twelve, at office of Sol. Carruthers, Liverpool.

MILGROVE, AUGUSTUS GEORGE, commission agent, Chapside, and Meander-rd., Hackney. Pet. Feb. 18. March 8, at one, at office of Sol. Medley, London.

MULLEN, GEORGE, boot dealer, Monkwearmouth. Pet. Feb. 18. March 8, at three, at office of Sol. Lawson, Sunderland.

NEALES, MORITZ, tailor, Liverpool. Pet. Feb. 18. March 8, at ten, at office of Sol. Forrest, Liverpool.

NEALE, JOHN, out of business, Bishopwearmouth. Pet. Feb. 19. March 10, at eleven, at office of Sol. Tilley, Sunderland.

NOWELL, THOMAS, and HARRIS, THOMAS CORNFIELD, colliery proprietors, Padsworth, near Mold. Pet. Feb. 17. March 8, at twelve, at office of Sol. Carruthers, Liverpool.

NUSCHER, MATTHIAS ALBERT, engineer, Doncaster. Pet. Feb. 16. March 8, at three, at offices of Sol. Fisher, 5, High-st.-bridge, Doncaster. Sol. Burdick and Co., Doncaster.

PARKHURST, FRANCIS JAMES, fishmonger, Newcastle-under-Lyme. Pet. Feb. 17. March 10, at three, at a quarter past ten, at the Crown Arms hotel, Crews. Sol. Stevenson, Hants.

PARSONS, WILLIAM, farmer, Great Waldon. Pet. Feb. 19. March 10, at twelve, at the Great Northern hotel, Peterborough. Sol. Digby, Lincoln's-inn-fields.

PARR, FRANCIS HENRY, bootmaker, Alconbury. Pet. Feb. 18. March 15, at two, at the Great Northern hotel, Peterborough. Sol. Digby, Lincoln's-inn-fields.

PARR, FRANCIS HENRY, bootmaker, Old Compton-st., Soho, and Little Fulney-st., Golden-sq. Pet. Feb. 13. March 2, at four, at Elder's hotel, 135, Holborn. Sol. York, Marylebone-rd.

PEARMON, JOSEPH BLANCHARD, general dealer, Boston. Pet. Feb. 19. March 6, at half-past twelve, at office of Sol. Day, Boston.

PELLY, ALBERT, merchant, Finch-lane, and Reigate-hill, Reigate. Pet. Feb. 19. March 12, at two, at office of Messrs. Youngs, and Co., accountants, Tokenhouse-yard. Sol. Nicholls, Crown-cd., Old Broad-st.

PENNY, GEORGE FAVELL, schoolmaster, Southampton. Pet. Feb. 15. March 4, at twelve, at office of Sol. Guy, Southampton.

PIERCE, WILLIAM, grocer, York. Pet. Feb. 15. March 4, at eleven, at office of Sol. James, York.

PRICE, WILLIAM HENRY, merchant, Swansea. Pet. Feb. 2. March 8, at one, at office of Kemp, accountant, Gower-st., Chertsey, Birmingham. Sol. Glascoodine, Swansea.

REYNOLDS, MORRIS, shoemaker, Hertford. Pet. Feb. 18. March 10, at two, at office of Wedlake and Lettis, 3, Mitre-st., Temple.

RIDOUT, JOHN LEXON, builder, Street. Pet. Feb. 2. March 4, at eleven, at office of Sol. Bullock, Glastonbury.

RICHARDS, FREDERICK GIBSON, manufacturer, Fetha, Strand. Pet. Feb. 13. March 4, at four, at office of Sol. Webb, Fetha, Gresham-bridge, Guildhall.

STABLES, WILLIAM, jun., M.D. and surgeon, Tulse-hill, Reading. Pet. Feb. 19. March 9, at three, at office of Sol. Beale and Martin, Reading.

STEELE, JACOB, commission agent, Warley, in par. Hallow. Pet. Feb. 20. March 9, at three, at office of Sol. Bocooc, Hallow.

SWEET, THOMAS SUTTON, and INSTEAD, SAMUEL, of no occupation, Wolverhampton. Pet. Feb. 20. March 10, at eleven, at the Talbot hotel, King-st., Wolverhampton. Sol. Peim, Bilston.

SMITH, ROBERT, of no occupation, Bullington. Pet. Feb. 2. March 9, at one, at the Eagle hotel, Winchester. Sol. Bence.

SPECKLY, ROBERT, superintendent of works, Bessing-hill, Feb. 18. March 8, at twelve, at office of Sol. Nicholson, Chester.

STOUT, GEORGE, china dealer, Cambridge-rd., Mile End. Pet. Feb. 19. March 8, at twelve, at office of Sol. Child, Soho, Gray's-inn.

TAIT, JAMES WILLIAM, tea dealer, Prescott. Pet. Feb. 2. March 8, at twelve, at office of Sol. Williams, Liverpool.

THOMPSON, JOHN, out of business, West Bromwich. Pet. Feb. 1. March 8, at eleven, at office of Sol. Shakspeare, Oldbury.

TREWHEN, JOHN THOMAS, grocer, Liverpool. Pet. Feb. 2. March 8, at eleven, at office of Sol. Gifford, Liverpool.

TUCKER, FRANCIS EDWARD, oil refiner, Imperial Oil Works, Rotherhithe, and Clifton-rd., Fencham. Pet. Feb. 18. March 4, at twelve, at office of Sol. Gifford, Gray's-inn-sq.

TWISDALE, FRANK, fishmonger's assistant, Wolverhampton. Pet. Feb. 17. March 4, at eleven, at office of Sol. Bence, Wolverhampton.

WAINMAN, BENJAMIN, farmer, Newport. Pet. Feb. 8. March 11, at three, at the Royal hotel, Banthwick-road, Owen. Sol. Norton, Liverpool.

WALKER, JOHN, brewer, Bradford. Pet. Feb. 17. March 4, at eleven, at office of Sol. Burnley, Bradford.

WHITEHEAD, ANNE, coal dealer, Newcastle-upon-Tyne. Pet. Feb. 18. March 11, at eleven, at office of Sol. Johnston, Newcastle-upon-Tyne.

WHEELER, JOHN, builder, Harborne. Pet. Feb. 18. March 8, at eleven, at office of Sol. Burton, Birmingham.

WILLIAMS, ELIZABETH, licensed victualler, Swansea. March 4, at one, at office of Sol. G. Jones, Swansea. Sol. Jones, Swansea, St. Howell, Llanelli.

WILFORD, JOHN, clerk, Balm Heath. Pet. Feb. 14. March 4, at eleven, at office of Sol. Asander, Birmingham.

WILLETTE, THOMAS JAMES, retail brewer, Birmingham. Pet. Feb. 18. March 5, at half-past three, at office of Sol. Jones, Birmingham.

WORKMAN, ALFRED, miller, Dregcott Hill, par. Can. Pet. Feb. 19. March 11, at two, at the Spread Eagle hotel, Chester. Sol. Francis, Dursley.

YOKAL, THOMAS HENRY, general provision merchant, Rochester. Pet. Feb. 18. March 8, at three, at office of Sol. Messrs. Heath, Manchester.

Biddards.

BANKRUPTCY NOTICES.

The Official Assignee, &c., are given, to whom apply for the Dividends.

Bennett, J. victualler, first and 6d. Paget, Basinghall-st.-bridge, D. importer of fancy first and 6d. Paget, Basinghall-st.-bridge, D. butcher, first and 6d. Paget, Basinghall-st.-bridge, D. mattress maker, first and 6d. Paget, Basinghall-st.-bridge, D. stone mason, first and final, 2nd, and interest at 4 per cent. Paget, Basinghall-st.-bridge, D. no business, Harting, first and 6d. Paget, Basinghall-st.-bridge, D.

Alexander, P. vinegar merchant, second, 1s. 6d. At Trust, 1. Watson, 5, Union-st. Portsea. At Trust, 1. cattle salesman, first and 6d. At Trust, 1. J. Sharp, Angley-chambers, 34, Osborne-rd., Chelsea. At Trust, 1. A. Trevall, first and final, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212th, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312th, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412th, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511st, 512th, 513th, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611st, 612th, 613th, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th,

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be considered "records," but that they should have all the effect of "recorded" judgment, we think is clear, and we are glad to find the Court of Common Pleas taking this view. Judgment having been given in the County Court, the court say: "Here final judgment was entered for the defendant, and it would, in our judgment, be against principle and authority if a party, having tried an experiment in a County Court, could, when judgment was against him, proceed again in another court, not by way of appeal, but by merely varying the form of procedure, or forcing the opposite party to proceed for redress in respect of the same question as had been previously litigated, again harass his antagonist for the same cause, and take his chance of success in another court when he has previously failed in a court of competent jurisdiction."

OUR imaginative, gushing contemporary, the *Daily Telegraph*, treated its readers on Monday last to a dissertation on the law of wills (*apropos* of the disappearance of the will of Lord St. LEONARDS) in which there are two blunders, either of which would probably prove fatal to the chance of an articulated clerk passing his examination. The first is the statement that many, comparatively speaking, wealthy people, "ignorant of the formalities which the law holds necessary in this respect," leave behind them a will attested "by a witness who is incapacitated by his interests in the instrument." If this proceeds from one of the young lions of the *Telegraph* establishment, and not from his father or grandfather, his book of reference must be at least thirty-seven (if not 123) years old; for, as every student now-a-days knows, by the Wills Act passed in the year 1837 (sect. 15), the person to whom any interest whatever is given, directly or indirectly, by a will is a perfectly competent attesting witness, though the gift to him is void. Indeed, so long ago (123 years) as the 25 Geo. 2, a witness to whom a gift was made, was rendered competent, the gift only to the witness being declared void; but as the Act of that year did not extend to the case of a gift to the husband or wife of a witness, such a gift still rendered the will void, until, as above stated, the Wills Act of the year 1837 abolished the incapacity of a witness in such a case also. The accuracy of our surmise as to the date of the *Telegraph* writer's book of reference, receives confirmation from the second blunder, which results from an ignorance of the same Act of 1837, one of the most important of modern times, and one to which a large space is devoted by every text-book, however elementary, that has been published for the last thirty-seven years. The writer commiserates the ignorance of the testator, who leaves his lands simply "to John Smith," "totally unaware that by so doing he only gives that gentleman a life interest in them, subject to which they will either revert to his own heirs or else escheat to the Crown." We commend to the writer's notice sect. 28 of the Wills Act, which provides "that where any real estate shall be devised to any person without any word of limitation, such devise shall be construed to pass the fee simple, or other the whole estate or interest which the testator had power to dispose of by will in such real estate, unless a contrary intention shall appear by the will;" and we would strongly recommend the legal expositor of the *Telegraph*, before giving his lucubrations the publicity of "the largest circulation in the world," to get some student reading for the Bar, or some young articulated clerk to run his eye over them, and so insure the absence of blunders so inexcusable as those we have pointed out.

THE *Daily News* of Thursday last, in an article on the rights of authors, the object of which we fully approve, has made an important mistake as to the present state of the law with regard to the dramatic and other works of British authors first acted or published abroad. Our contemporary asks: "What possible objection ought there to be to the English author bringing out his play first in New York, where they were ready to receive it, and giving it to us whenever we were ready to receive it? If, however, he does so under the present condition of the law, he forfeits his rights of ownership in the play so far as England is concerned. A foreign author is not placed in quite so much perplexity. He has rights under the International Copyright Act, upon which he can fall back if he chooses to bring out the play in London which has already been produced in Paris, and if he takes the necessary steps to secure the ownership. But the English author is placed under a disadvantage for which we can see no possible necessity or excuse." This is inaccurate and misleading. It would lead the reader to imagine that foreign authors have rights under the International Copyright Act which British authors do not possess; whilst the fact is that the rights of both, under the International Copyright Act, are exactly the same. If a British author first publishes abroad, he is treated, as to the work so published, as if he were a foreign author; that is, he can acquire only the same rights that a foreign author could acquire in such a case, and only on the performance of the same conditions. But on the performance of those conditions he acquires exactly the same rights. The foreign author, where a copyright convention exists between the country where he publishes and this

The Law and the Lawyers.

INFORMATION reaches us at the time of going to press which justifies the announcement that the appellate jurisdiction of the House of Lords is likely to be restored. It is anticipated that the LORD CHANCELLOR will either abandon his project or be defeated on a division.

ON Monday the LORD CHANCELLOR presented to the House of Lords the Bill for amending the European Assurance Society Arbitration Acts, which we printed a few weeks ago. The object of the Bill is to give a right of appeal from the Arbitrator to the Court of Appeal in Chancery, and to extend the area from which a new Arbitrator may be chosen. In presenting the Bill the LORD CHANCELLOR observed that among the persons now qualified to be selected as Arbitrator, there could not be found one to carry on the work.

In the case of *Flitters v. Alfrey*, in the Court of Common Pleas (L. T. Rep. N. S. 878) the question was raised as to the effect of a judgment of a County Court in the event of action for the same cause being brought in a Superior Court. As a matter of fact County Court entries can scarcely

country, and in that case only, can gain a copyright in this country by observing all the requisites pointed out by the International Copyright Act; and the English author who first publishes abroad can gain the same copyright on observance of the same conditions. An English author who first published his work in France, can gain an English copyright in the same manner that a French author can. Why he cannot do the same thing when he first publishes in America, is because there is no copyright convention between that country and this, whereas there is such a convention between this country and France; and the International Copyright Act gives a copyright to foreign authors only where a reciprocal protection is secured in the foreign country to British authors. Did such a convention exist between the United States and this country, the cruel hardships which British authors now suffer at the hands of their Transatlantic cousins would cease; but it must not be supposed, as the *Daily News* appears to think, that, so far as the International Copyright Act is concerned, the British author is denied rights which the foreign author may enjoy.

THERE is a very interesting article in the current number of the *Fortnightly Review* upon the late CHARLES AUSTIN, written by his intimate friend, Mr. LIONEL TOLLEMACHE. We learn from it that Mr. AUSTIN did not voluntarily retire from the practice of his profession in 1847; his physical energies were so exhausted that he found himself unequal to the demands made upon him, and reluctantly retired. We are also informed that any estimate of the income which he made must be pure guess work, as Mr. AUSTIN never ascertained himself what it was in any one year. Mr. TOLLEMACHE further states that Mr. AUSTIN did what so few barristers do now—studied oratory; he was an admirer of SCARLETT, whose art in concealing the defects of his case and his exercise of art was so remarkable. AUSTIN found introductory *Bathos* with a quiet termination very effective. He also found it of advantage to use the archaic and familiar diction of the Bible. Modern oratory is simply longwinded—yards of print are supposed to compensate for conciseness and force.

THAT the compounding of felony is “abhorrent to the law of England,” was said only a few months ago by Mr. Justice BRETT, in the case of *Bawlings v. Coal Consumers' Association* (30 L. T. Rep. N. S. 469; 43 L. J. 111, M. C.), in which the Court of Common Pleas unhesitatingly refused a rule to stay proceedings in an action for false imprisonment which had been brought in breach of an agreement founded upon a promise to withdraw from a prosecution. And the public advertisement of a reward for the return of stolen property, if accompanied by words “purporting that no questions shall be asked,” or that a reward will be given “without seizing or making any inquiry after the person producing such property,” renders the advertiser liable under the Larceny Consolidation Act of 1861 (24 & 25 Vict. c. 96, s. 102, amended as to printers and publishers of newspapers by 33 & 34 Vict. c. 65) to the forfeiture of “fifty pounds for every offence to any person who will sue for the same by action of debt, to be recovered with full costs of suit.” Add to this that the taking a reward for helping to the recovery of stolen property without bringing the offender to trial is, by sect 101 of the Act of 1861 (the modern version of 4 Geo. 1, c. 111, under which JONATHAN WILD was hanged) a felony, punishable by penal servitude or imprisonment for two years, “with or without whipping,” if the offender be “a male under the age of eighteen years,” and it will be seen that English law is careful to prevent anything approaching to the “defiance of public justice,” by the “confederates of felons disposing of stolen goods at a cheap rate to the owners themselves, and thereby stifling further inquiry.” (See Steph. Com., 7th edit., vol. iv., p. 231, A.D. 1874.) We think it of the highest importance to call attention to the exact state of our modern law upon this subject.

THE final report of the Royal Commissioners appointed “to inquire into the working of the Master and Servant Act 1867, and the Criminal Law Amendment Act 1871 (34 & 35 Vict. c. 32), is prefaced by an historical sketch of the law, which we would recommend all interested in the subject to peruse. The principal recommendations of the Commissioners are that the summary jurisdiction provided by the Act of 1867 should be “divested of everything of a penal character, and be entirely of a civil nature,” and that parties accused of “aggravated offences” under sect. 14 of the Act of 1867, and of any offence whatever under the Act of 1871 should be entitled to be tried by a jury. Mr. MACDONALD dissents from the report, is of opinion that many of the judicial decisions referred to in it “are not warranted by the facts,” and advises the total repeal of the Criminal Law Amendment Act. We much regret to find it stated that, with very few exceptions, the Commissioners have been unable to obtain any information “from the employed or their representatives,” so that legislation on the awkward subject of conspiracy will have to proceed under great difficulties. No lawyer will be surprised to hear that the Commissioners “decidedly recommend” the substitution of an Act “framed in clearer

and more perspicuous language” for the Master and Servants’ Act, 1867. But we doubt whether the “employed” would be satisfied with the clearest statute ever drawn, unless it were administered by stipendiary magistrates. The Act of 1867, it will be remembered, was always a temporary Act, and now, by the Expiring Laws Continuance Act 1874 (37 & 38 Vict. c. 76), is limited to expire on the last day of the present year, so that if it be intended again to continue it, immediate legislation would appear to be necessary. The Act of 1871 is a permanent one.

THE dinner of the Home Circuit to the recently appointed Chief Justice of Bengal (Mr. GARTH, Q.C.), took place at the Albion Tavern, Aldersgate-street, last Saturday. Serjeant PARRY occupied the chair, and he was supported by upwards of seventy members of the circuit. The circuits being on, the Judges who were invited were compelled to be absent, but sent letters expressing their regret. Mr. GARTH, we are informed, stated that he accepted the appointment with great satisfaction, because he could now congratulate himself that his long experience at the English Bar had not been thrown away, but could be brought to bear upon a field where he might be of service to his country. The learned gentleman, who has always been extremely popular, was most warmly received.

EXCEPTIONS IN BILLS OF LADING.

A HEAVY verdict of a jury at Guildhall, in favour of a plaintiff, who claimed for loss of goods, by loss of ship, owing to the goods being improperly stowed, is now hanging upon a point of law reserved as to the defendants being protected by exceptions in the bill of lading. Within a few days of this verdict being given, a meeting of merchants was held in the city to consider the operation of the exceptions which carriers, having a monopoly, have introduced into bills of lading, and which almost amount in many cases to complete immunity from the consequences of any accident which may happen to the goods. The leading principle of law is clearly laid down by Lord Ellenborough in *Lyon v. Mells* (5 East, 438), who said, “we cannot construe a contract for the carriage of goods between the owners of vessels carrying goods for hire and the persons putting the goods on board so as to make the owners say we will not be answerable at all for any loss occasioned by our own misconduct.” There are abundant examples, however, that carriers will introduce exceptions as nearly as possible having this effect, and there are recent cases to show that by so doing they throw great difficulties in the way of owners of goods in making them liable.

A very good instance of wide exceptions and the difficulty of construing them is furnished by the case of *Taylor and others v. The Liverpool and Great Western Steam Company* (30 L. T. Rep. N. S. 714). The goods in question were diamonds, and the bill of lading contained the following exceptions: “The act of God, the Queen’s enemies, pirates, robbers, thieves, vermin, barratry of masters and mariners, restraints of princes and rulers or people, sweating, insufficiency of package in size, strength, or otherwise, leakage, breakage, pilferage, wastage, rain, &c., and all damage, loss, or injury arising from the negligence, default, or error in judgment of the pilot, master, the mariners, engineers, stewards, or other persons in the service of the ship owners.” As if this were not enough, another clause was added, to the following effect: “The ship owner is not to be liable for any damage to any goods which is capable of being covered by insurance.” The diamonds were stolen when on board the ship, either on the voyage or after her arrival in port, before the time for delivery arrived, but there was no evidence to show whether they were stolen by one of the crew or by a passenger, or after her arrival by some passenger from the shore.

Mr. Justice Lush in giving judgment for the plaintiff said, “This case is one which presents considerable difficulty, and during the argument I have felt great doubt as to the construction of this bill of lading, but I have arrived at a conclusion satisfactory to my mind, that the loss of these diamonds does not come within any of the exceptions in the bill of lading.” The decision really turned upon the meaning of the word “thieves,” which has been by the majority of courts, English and American, held to mean in policies of insurance, robbers from without the vessel with violence, known in the civil law as *latrocinium*. It was then endeavoured to throw the onus of proof on the plaintiff, that is, to show that the loss was not within the exceptions. For this purpose the case of *Czech v. The General Steam Navigation Company* (17 L. T. Rep. N. S. 246, has been prayed in aid more than once of late; but the court held that the shipowner was liable for nondelivery of the goods, unless he could bring himself within one of the exceptions.

We might cite other cases to show, on the one hand, the anxiety of carriers to escape liability, and on the other hand, the disposition of the courts to construe exceptions rather in favour of the goods owner. But we quite agree that interests of so extensive a nature as are frequently the subject of bills of lading, should not be left at hazard. Certainty in contracts is impossible; points will arise demanding litigation in the most liberally and carefully framed instruments; but it is clearly the duty of the

Legislature to render certainty as nearly attainable as possible, and to check those who have a monopoly in trades from imposing onerous covenants or adopting unreasonable exceptions with a view to limit their own liability. We trust that some way may be found by which this can be effected without injury to carriers generally. The amendment of the Carriers' Act might well be taken to justify some restraint upon exceptions in bills of lading.

THE JURISDICTION OF COUNTY COURTS.

THE difficulty which has been experienced in determining the application of sect. 1 of the County Courts Act 1867 (30 & 31 Vict. c. 142), is well illustrated by the recent case of *Trevor and another v. Wilkinson* (31 L. T. Rep. N. S. 731). That section enacts that a plaintiff may be entered in the County Court within the district of which the defendant shall dwell or carry on business at the time of bringing the action or suit, or by leave of the Judge or Registrar "in the County Court in the district of which the cause of action or suit wholly or in part arose."

Under the concluding words of this provision questions of great nicety have arisen, the difficulty in each case being to decide what constitutes part of a cause of action. The decision of the Court of Exchequer in *Green v. Beach* (L. Rep. 8 Ex. 208), was very instructive as to the effect of an offer made in one district and accepted in another. The plaintiff resided at Blackburn, and he there offered verbally to buy of the defendant some cotton. The latter accepted the offer at Liverpool, where he lived and carried on business, signed a sold note, and forwarded it to the plaintiff at Blackburn, enclosing a bought note, which the plaintiff signed at Blackburn, and there handed to the defendant's agents. The cotton was to be delivered at Liverpool, which is not within the Blackburn County Court district. The plaintiff having, by leave of the registrar, entered a plaint in the Blackburn County Court for damages for an alleged short delivery, a prohibition was moved for on the ground that there was no jurisdiction, and that the cause of action arose wholly at Liverpool. The court, however, refused a rule, Kelly, C.B., saying, "The offer of the plaintiff was made at Blackburn, within the district of the Blackburn County Court, and I think, therefore, that the cause of action arose 'in part' there. The offer, though not of itself a contract, was, in my opinion, a part of the cause of action. Moreover, the bought note was signed in Blackburn."

In the course of the argument Pollock, B., referred to the case *Borthwick v. Walton* (24 L. T. Rep. O. S. 271; 24 L. J. 83, C. P.), in which a very similar question arose. It was a decision on Stat. 9 & 10 Vict. c. 95, s. 60, which required that the whole cause of action should arise in the district in which the summons was issued, and though that section is repealed by Stat. 30 & 31 Vict. c. 142, the case is still an authority that a verbal order for goods is a material part of the cause of action. The plaintiff's traveller received from the defendant at Oxford a verbal order for goods. They were to be sent by railway from the plaintiff's place of business at Manchester to the defendant at Oxford, and were packed and sent accordingly. The plaintiffs having brought an action for the price in the County Court at Manchester, and recovered judgment for the amount of their claim, the Court of Common Pleas held, on appeal, that the whole cause of action did not arise in Manchester so as to give the County Court there jurisdiction to try it. Chief Justice Jervis, in giving judgment, said: "The whole cause of action clearly did not arise in Manchester. The mere delivery of the goods at the railway station there was not enough. The plaintiffs were bound further to prove the order; and that was given and received at Oxford."

It is evident from this language that a verbal order must be considered an essential part of the cause of action, and though there are one or two decisions which might at first sight appear to countenance a contrary view, it is thought that on examination they will be found to be distinguishable. Thus in *Aris v. Orchard* (30 L. J. Ex. 21) the plaintiff went to the defendant's residence and there bargained with him by word of mouth for the purchase of a horse, which was to be delivered the next day, but the bargain was not completed. On the next day, however, the defendant came to the plaintiff's residence (within the jurisdiction), and it was there finally agreed that there should be a warranty, and thereupon the purchase was completed. The plaintiff brought an action on the warranty in the County Court of the district in which he resided, and it was held that he was right in so doing, he whole cause of action having arisen there within the meaning of Stat. 9 & 10 Vict. c. 95, s. 60. The ground of the decision clearly appears from the judgment of Chief Baron Pollock, who said, "The real contract here, that is, the one upon which the plaintiff sued, was not entered into until the second occasion within the jurisdiction. Such a contract is in its nature entire and indivisible; and even if there was a contract before at common law it was rescinded and done away with when the warranty was agreed upon." The cause of action here consisted, it is submitted, in the giving the warranty and the breach thereof, both of which took place within the jurisdiction. The verbal bargain of the previous day, even if it could be construed into a definite offer, was clearly superseded by the binding contract afterwards entered into. In *Borthwick v. Walton*, it will be observed, the verbal order was

given to the plaintiff's traveller and assented to by him, and this in fact constituted the contract sued upon.

Again, in *Newcombe v. De Roos* (1 L. T. Rep. N. S. 6; 2 L. & E. 271), it was held that where work is ordered to be done by letter, the district where the letter is received and the work done, is the place where the cause of action for it arises. The defendant, who resided in London, wrote to the plaintiffs, who carried on business at Stamford, ordering them to do certain work for him. The letter was received, and the work done by the plaintiffs in Stamford, and it was held, under Stat. 9 & 10 Vict. c. 95 s. 60, that the whole cause of action arose there. The ground upon which this decision would appear to have proceeded was that there was no contract until the request was accepted by the plaintiffs, Chief Justice Cockburn, in his judgment, saying, "The cause of action is work done by the plaintiffs at the request of the defendant. The request of the defendant was made in London by letter, but it was not such a request as created a contract until it was received and accepted by the plaintiffs; and that took place at Stamford, where also the work was done." It will be observed that this strict construction of the provision of the old County Courts Act was greatly relaxed in *Green v. Beach*, which was decided under the Act of 1867, for in that case the verbal offer, though not part of the contract, was held to be part of the "cause of action," so as to give jurisdiction to the County Court of the district in which it was made, and this principle has been carried even further by the case of *Trevor and another v. Wilkinson* above referred to. The plaintiffs sued the defendant upon a bill of exchange drawn by the plaintiff upon the defendant in Norwich, and which was accepted by the defendant in London and made payable at a London bank. Upon these facts it was held that the cause of action arose in part within the jurisdiction of the Norwich County Court, inasmuch as the bill was drawn there. In the course of the argument two cases decided under 9 & 10 Vict. c. 95, s. 60, were cited, but the court did not appear to consider them authorities for determining what is a part of a cause of action within sect. 1 of Stat. 30 & 31 Vict. c. 142. In one of them, indeed, the facts were so similar to those of *Trevor v. Wilkinson* that a reference to it may serve to illustrate the different constructions which must be placed on the two statutes, and to show to what extent the decisions under the former can be considered as authorities for construing the later Act. The case to which we allude is *Wilde v. Sheridan* (21 L. J. 260, Q. B.), where the plaintiff drew a bill of exchange at Norwich on the defendant, who resided there, and who accepted it there. The bill was then sent back to the plaintiff at Norwich, who, upon its being dishonoured, commenced an action upon it in the Norwich County Court. It was, however, held that that court had no jurisdiction, as the whole cause of action did not arise in Norwich. It will be observed that the decision in question was not that no part of the cause of action arose in Norwich, but merely that the whole of it did not so arise, and it was not, therefore, necessary to determine the precise effect of the drawing the bill within the jurisdiction. For this reason the case is not incapable of being reconciled with the recent decision of the Court of Common Pleas to which we have above referred. The only decision, therefore, which would appear in any degree to conflict with the recent cases of *Green v. Beach* and *Trevor v. Wilkinson*, is *Newcombe v. De Roos*, and as it was decided under the Act of 1846, it is submitted that it can no longer be considered as an authority that a verbal offer or request forms no part of the cause of action within the meaning of the later Act. Although some text writers seem to have thought the decisions under the earlier statute applicable, to a great extent, to the later, it is thought they will scarcely be held to be binding in future where they are inconsistent with what has lately been decided to constitute part of a cause of action, and it is, therefore, submitted that it may now be considered as settled that it is not necessary, in order to give jurisdiction in an action of contract to a County Court, under sect. 1 of the County Courts Act 1867, that anything more than a verbal offer or invitation to contract should have taken place within the district.

DIGEST OF THE BANKRUPTCY DECISIONS OF 1874.

(Continued from page 301.)

FRAUDULENT PREFERENCE.

In August 1872, P., a trader abroad, requested C., her debtor, both personally and by letter, to make her some payment on account of the moneys due to her personally, and also as the executrix under her mother's will, whereupon C. promised payment to the extent of £2350. The debt exceeded £5000. In November 1872, C. paid to P., through a foreign bank, £4000, but without expressly stating that it was paid in pursuance of the previous promise. On the 28th of the same month C. was adjudicated a bankrupt. Upon an appeal it was held that the payment was not a fraudulent preference; and that although a debtor may make a payment with a view to prefer particular creditors, yet, in order to constitute such payment a fraudulent preference, it must clearly appear that the creditor was conscious of, or a participator in, the fraud (*Ex parte Putman; Re Crauford*, 30 L. T. Rep. N. S. 335).

When a debtor, who is unable to pay his debts as they become due, pays a particular creditor with a view of giving him a pre-

ference over his other creditors, the payment is not void as a fraudulent preference if the creditor is not aware of the debtor's insolvency and of his intention to give him a preference, the payment being, under such circumstances, protected by the proviso at the end of the 92nd section of the Bankruptcy Act 1869 (30 L. T. Rep. N. S. 482, *Ex parte Butcher, Re Meldrum*).

LIQUIDATION.

The proceedings under a liquidation cannot be said to have determined so long as the receiver appointed thereunder remains undischarged. Where, therefore, the resolutions passed by the creditors of a liquidating debtor were refused registration upon the ground that the proof of the principal creditor had been rejected, and himself not permitted to vote, whereupon the proceedings fell through, and the debtor afterwards brought an action against the creditor for money alleged to be due to him, and the County Court refused an injunction to stay the action; it was held on appeal that the debtor could not sustain the action, for that as the receiver had not been discharged, the proceedings were still pending (30 L. T. Rep. N. S. 473, *Ex parte Taylor, Re Morrisy*.)

At the first meeting of the creditors of a trader debtor, the creditors, after having duly passed resolutions in favour of liquidation by arrangement, and for the appointment of a trustee and a committee of inspection, resolved that the trustee should be authorised to sell certain property of the debtor for such a sum as would pay the costs of the liquidation, and a composition of one shilling in the pound. Held, that the last resolution was *ultra vires*, on the ground that it was substantially a resolution to accept a composition, which could only be passed in the manner directed by the Act, and must be confirmed at a subsequent meeting: (*Ex parte Browning; Re Marks*, 30 L. T. Rep. N. S. 481.)

The trustee of a liquidating debtor, in pursuance of a resolution passed by the creditors, sold the debtor's business (his principal asset) as a going concern to B. and the debtor. The purchase money was duly paid to the trustee, who paid all the creditors a dividend of 8s. in the pound. On the completion of the purchase, B. and the debtor carried on the business together in partnership, at a considerable profit. The creditors then refused to grant the debtor his discharge unless a further dividend of 2s. in the pound, so as to make up in the whole a dividend of 10s. in the pound, was paid to them, and threatened to take proceedings to obtain a further dividend. Held (affirming the decision of the Chief Judge in Bankruptcy), that the debtor was entitled to an injunction restraining the creditors from taking any proceeding to obtain a further dividend: (*Ex parte Tinker; Re France*, 30 L. T. Rep. N. S. 806.)

The 12th sub-section of the 83rd section of the Bankruptcy Act 1869, applies both to bankruptcy and liquidation by arrangement; but the mode of summoning a meeting for the removal of the trustee and committee of inspection is different in bankruptcy and in liquidation by arrangement. In bankruptcy the meeting must be summoned under the 120th of the Bankruptcy Rules 1870, while, in liquidation by arrangement the meeting may be summoned under the 305th rule, by any creditor, with the concurrence, including himself, of one fourth in value of the creditors who have proved their debts: (*Ex parte Hopkins, Re Hart*, 30 L. T. Rep. N. S. 447.)

After an adjudication in bankruptcy, the creditors at an adjourned first meeting held under a petition for liquidation, which had been filed by the bankrupt pending the hearing of the bankruptcy petition, resolved on liquidation by arrangement, and that an application should be made to the court to annul the adjudication. Held, that the court had jurisdiction under the 266th Bankruptcy Rules 1870, to annul the adjudication (*Ex parte Ashworth; Re Hoare*, 30 L. T. Rep. N. S. 906). At the adjourned first meeting two sets of resolutions were passed by the creditors, one of which was *ultra vires*. Held (following *Ex parte Browning*, 22 W. R. 638) that it was competent for the registrar on registering the resolutions, to reject such as were *ultra vires* (*Ibid.*). At the first meeting objections were taken to the votes of several of the largest creditors, upon the ground that such creditors on tendering their proofs had not produced the securities held by them, which consisted principally of money bonds, bills of exchange, and promissory notes; but all such securities were produced or given up before the resolutions were registered. Held, that the irregularities, such as they were, being in form merely, and not in substance, might under circumstances, be disregarded: (*Ibid.*)

The effect of a *bonâ fide* sale by the direction of the creditors of all the assets of a liquidating debtor is to entitle the debtor, on the due completion of the sale and the distribution of the proceeds amongst his creditors, to his discharge. In such a case the creditors, although they may refuse to grant the debtor his discharge, will be restrained from harassing the debtor or taking any proceedings to obtain a further dividend: (*Ex parte Tinker; Re France*, L. T. Rep. N. S. 615, and *vide supra*.)

It is a sufficient compliance with Rules 255, 256, of the Bankruptcy Rules 1870, which require the notices convening the first meeting of creditors under liquidation proceedings to be signed by the debtor or by his solicitor, when such notices are signed in the name of the solicitor by his clerk and with his express authority.

A discharge of a debtor in liquidation under sect. 125 of the Bankruptcy Act 1869, is in all respects equivalent to and identical with a discharge in bankruptcy under sect. 48 of the same statute, and therefore the unconditional discharge of a debtor in liquidation, obtained by means of a resolution of the statutory majority of creditors under sect. 125 does not release the debtor's sureties, although they did not assent to, but protested against the resolution of discharge; and the right of the creditors to sue the sureties remains untouched and unaffected by such discharge. So held by the Court of Exchequer (Kelly, C.B., Cleasby and Amphlett, BB.), approving and following the principle of the decision of the Court of Common Pleas, in *Brown v. Carr* (7 Bing. 508; 9 L. J. 144, C. P.)

Per Cleasby, B.—The act of a creditor in voting under sect. 125, in favour of the resolution for proceedings in liquidation, and of the resolution for the debtor's discharge, is not to be regarded in any manner as a voluntary act, so as to compromise any rights belonging to such creditor.

Per Curiam.—When, prior to the commencement of an action against a surety whose liability is limited to a portion only of the principal debt, the plaintiffs received dividends from the estate of the principal debtor, under proceedings in liquidation, amounting to 9s. 2d. in the pound on their entire debts, they are not entitled to recover in such action the whole amount of the surety's liability, but only the balance or difference after deducting the amount of a dividend of 9s. 2d. in the pound thereon: (*Ellis v. Wilmot*, 31 L. T. Rep. N. S. 574.)

THE TRANSFER OF STOCK BY MARRIED WOMEN.

In *Howard v. Bank of England* (31 L. T. Rep. N. S. 873), a legacy of 100l. was bequeathed to Rose Arnold, "to be paid her at twenty-one." In 1872 she married William Lenton without any settlement, who deserted her the same year. In 1874 she attained twenty-one. The legacy was at first invested in Consols in the names of the two executors alone, which were subsequently transferred into Rose Lenton's name, jointly with their own. The question which arose for decision was, whether the Bank of England were bound to permit the transfer from the names of the three into R. Lenton's name alone, without her husband's concurrence, and the Master of the Rolls has decided they were not. The point turned on the effect of the Married Women's Property Act 1870, and principally of sect. 3 of that Act, which is open to so much criticism, that it cannot be fully understood without being set out. It is as follows:—

"Any married woman, or any woman about to be married, may apply to the Governor and Company of the Bank of England (or to the Governor and Company of the Bank of Ireland), by a form to be provided by the governor of each of the said banks and companies for that purpose, that any stock, forming part of the public stocks and funds, and not being less than twenty pounds, to which the woman so applying is entitled, or which she is about to acquire, may be transferred to, or made to stand in the books of the governor and company to whom such application is made in the name, or intended name, of the woman, as a married woman, entitled to her separate use, and on such sum being entered in the books of the said governor and company accordingly, the same shall be deemed to be the separate property of such woman, and shall be transferred and the dividends paid as if she were an unmarried woman."

The application to the bank required by that section was made by Rose Lenton alone, and it was to permit the transfer by the three into her name alone, so that the Consols might stand in her name "as a married woman entitled to her separate use," and the bank refused the application. The Master of the Rolls admitted that if a married woman is entitled to stock, she may require the bank to "pay to her name" (we suppose he means transfer to her name) "separately." The ground of his decision, therefore, seems to have been that the stock was not *standing in her name alone*, and that therefore she was not "entitled" thereto. To be "entitled," within the section, he thinks, she must be entitled legally. But why so? The word is evidently employed in the course of the Act in a wider sense than this, e.g., in sect. 7, where it seems impossible to contend that the "married woman becoming entitled to personal estate, as next of kin, or to money under a will" is entitled legally; for the legal ownership of such personality is in the executor or administrator. Where, moreover, the legal ownership in stock is intended, the term used to express it—and used in this very section—is not "entitled," but "transferred" or "standing" in the name of. "Entitled," standing alone, may as well bear the construction of "entitled at law or in equity," or of entitled in equity only, as that put upon it by Sir G. Jessel of "entitled in law only." Again, the words, also in this section, "entitled to her separate use," point the same way. It makes the bank take notice of a title less than legal. Is the bank quietly to register a woman as entitled under an equitable doctrine, and then plead that it knows nothing of trusts? Mrs. Lenton satisfied the words of the Act; she had a legal, though not the sole legal title, and the sole equitable interest.

The section enables the transfer, by a married woman, of stock which she is "about to acquire" (rather a loose expression, it

must be confessed), and in which, therefore, she has not yet acquired, the legal ownership, which shows that the Legislature had a wider object in view than the Master of the Rolls attributes to it, and that the responsibility of an erroneous transfer, which he thinks it could not have been intended to saddle the bank with, has been thrown on it in some instances, as in that last supposed.

Whether the Consols were property to which Mrs. Lenton became "entitled during the marriage," so as to bring them within sect. 7, which declares such property shall be separate estate—a very arguable point, but which does not appear to have been argued—depended on whether it was vested in her immediately upon the testator's decease, with only a postponement of payment till twenty-one, or whether the attainment of twenty-one was a condition precedent to the vesting. If the former, then the case would not be within the section (for she was unmarried at the death); if the latter, why should not the bank take notice of it within sect. 3, for it contains as clear a declaration as sect. 7 does that it is separate property.

The Master of the Rolls seems also to have thought that the Act gives a married woman no further power to contract than she had before it. But surely the power which it gives her to transfer or receive an acceptance of stock, if registered agreeably to sect. 3, is a new power. A transfer is a contract, and the transferor and transferee are contracting parties; and such a transfer could not have been made before the Act.

Then the Master of the Rolls lays stress on the distinction in the Divorce Act where the married woman is expressly enabled to contract as a *feme sole*, and this Act, where she is only entitled to her separate use; but the section goes further than that, for it enables the transfer to be made as if she were unmarried, i.e., as a *feme sole*.

The fact is the section is an extremely ill-drawn one, as ill-drawn as any which will gladden the hearts of the Select Committee which Mr. FORSYTH has obtained for the better drafting of Bills. Instead of giving the bank a direct power to enter the sum, as it ought to have done, it assumes that the bank has entered it according to the application; but what the entry is to consist in it does not specify.

Again, there is a difference taken between a transfer to, and a making to stand in, the name of a person. "Or," implies a distinction. But transfer points to stock not in her name at the time; for how can A. transfer to A.? And this is another argument, "entitled," meaning "entitled at law" only.

Again, what is the meaning of the direction that the transfer shall be made, and dividends paid, as if she were unmarried? The direction as to dividends would, if a transfer by her be intended, be surplusage, for a transfer of course would carry them; but if a transfer to her is meant, the words, "or shall be made to stand in her name," should have been inserted, in order to harmonise with the alternative in the application. And, at all events, the direction furnishes another argument that the stock in contemplation is not already in her name.

Again, stock only about to belong to a woman about to marry, is to be transferred to her name as a married woman, i.e., into a name which she has not yet acquired, and never may acquire. And then, on being entered according to the application, it is to be transferred, "as if" she were an unmarried woman, that being already her present status! We had thought that a woman about to marry always might deal with her stock as an unmarried woman.

Lastly, for the most important word in the Act, the draftsman has selected one which, instead of being clear and unmistakable, is one about which more controversy is capable of being raised than perhaps any other in the dictionary. "Entitled" occurs in nearly every section, and sometimes twice in the same section.

Even this objection he might have guarded against by a careful interpretation clause; but none is given in the Act.

LAW LIBRARY.

1 *Treatise on the Law of Contributories in the Winding-up of Joint-Stock Companies.* By ROBERT COLLIER, Esq. Barrister-at-Law. London: Butterworths.

If there can be any justification for dealing in separate treatises with fragments of law, Mr. Collier would be entitled to make use of it. The winding-up of joint-stock companies has formed the prominent feature in the administration of the law relating to such corporations, and too many cases, so far as the advantage of jurisprudence is concerned, have arisen and been variously decided on the liabilities of contributories. All that Mr. Collier assumes to do is to collect these cases (or rather, as he says, the most important of them), and find out how far the law may be considered settled, how far it remains unsettled; and this he follows up by attempting to "vindicate the principles by which some decisions, apparently conflicting, may be reconciled."

We should have been very glad, indeed, had we been able, in

perusing this volume, to accord to Mr. Collier the merit of clear arrangement, lucidly drawn principles, and luminous deductions from the authorities. These are virtues which a text writer rarely displays, but when a single limb of a body of law is selected for analysis, it is to be expected that the treatment will be eminently scientific. But Mr. Collier slavishly adheres to the old and worst form of grooves. Paragraph after paragraph commences "In *Brown's case*," "In *Jones's case*," "In *Robinson's case*" (see pp. 20 & 21), and when all the cases are introduced in this way, we can see no clearer than we have been able to see before, the nature of the principles established. The close of the opening chapter on "the modes in which liability may be incurred" is a fairer specimen of the whole work. The chapter does not begin with any statement of general principles deduced from the cases, and at p. 48 we arrive at *Ship's case*, the result of which is very obscurely stated, and here is a sentence which shows the style of the author better than we can do by description (p. 50.) "Lord Cranworth, after remarking that there was great force in the argument, that to allow Ship's name to be removed from the register after he had waited more than six months before he had made any complaints as to the terms of the memorandums of association would be unjust upon (sic) the other shareholders, and to (sic) the creditors of the company, makes some strong observations, in which he is followed by Lord Chelmsford, on the necessity for prompt repudiation, and the duty of shareholders to acquaint themselves with the articles of association, on which subject see *post* 'Laques' and 'Acquiescence.'" Could anything be more lame or more absurd than that?

We decline to follow Mr. Collier further. As a compendium of case law it may be useful, for there is a good index. But the subject is far more ably treated in the general works on the law of joint-stock companies.

The Law of Usages and Customs. By J. H. BALFOUR BROWNE. London: Stevens and Haynes.

It was surely ill-advised on the part of the author of this work to commence his first chapter with the following sentence: "I do not propose to search for, or in this place to expound, the fundamental principles of all law, but to point out how large a portion of our law—which may be looked upon as crystallised common-sense and rational experience—was, at one time, in an amorphous form of heterogeneous custom." We are only able to judge of the effect upon others from our own feelings on reading these words; we confess to pausing before continuing our perusal of the book; and when, on proceeding further, we found a few lines lower down the following extraordinary statements as to the mode in which laws arise:—"Laws 'are the result of the enduring sentiments and protests of the good against the ephemeral backslidings of the evil. All laws float in men's minds long before they send down a precipitate of imperative words'—we came to the conclusion that no man capable of indulging such a style could possibly write a good law book. We have, however, tested the work, particularly that portion which treats of mercantile usage; and here Mr. Browne has got himself into a hopeless muddle as to usages of trade and customs of merchants. He says that usages of trade are to be discriminated from the general custom of merchants, although they may be regarded as the general custom of merchants in the making. After pondering for some time as to what the above could possibly mean, we discovered on reading further that by the general custom of merchants, the writer means the ancient law merchant, the making of which he apparently imagines still to be in progress. For his information we may mention that that part of the general law of England which is called the custom of merchants, or the law merchant, has nothing whatever to do with modern usages or customs, and was adopted into our legal system from the *lex mercatoria*, which he will find referred to in 27 Edw. 3, stat. 2, c. 8, 19, 20. Moreover, Mr. Browne's treatment of the subject is fragmentary and superficial. It was not necessary that a book should be written on one branch of the law of evidence, but the author aggravates the offence of doing that which was unnecessary by doing it in the worst possible way.

Mr. Arthur John Flaxman, barrister-at-law, of the Middle Temple, has published a small work on the Law Concerning the Registration of Births and Deaths in England and Wales, and at Sea. (London: Stevens and Haynes.) Mr. Flaxman has pursued the only possible plan, giving the statutes and references to cases. The remarkable feature is the index, which fills no less than 45 out of a total of 112 pages. The index alone would be extremely useful, and is worth the money asked for the work.

We have received the sixth edition of *Fry on Vaccination* (London: Knight and Co.). We need only echo the author's preface that the work contains all the instructions, orders, and regulations which have been issued up to the present time, as well as all the statutes and decisions of the courts bearing directly on the subject.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Friday, Feb. 26.

THE PATENT LAWS.

LORD GRANVILLE, on the second reading of the Patents for Inventions Bill, expressed his opinion that the best way of dealing with the Patent Laws was to do away with them entirely, for he questioned whether the system was of any advantage either to inventors or to the community at large. He believed that it had a tendency to induce many persons to spend their time in trying to discover profitable inventions, and they all knew how frequently that expectation was disappointed, especially in the case of working men. He would not oppose the second reading of the Bill, because, if the Patent Laws continued, it was certainly desirable that they should be amended, but he thought it desirable that the Bill should be committed to a Select Committee.—Lord BELPER maintained that the prospect of obtaining a patent was the great inducement which caused persons to devote their time to the development of valuable inventions, and he therefore hoped that the Bill would be read a second time.—Lord HATHERLEY regarded the Patent Laws as being inconvenient and injurious to the public, mentioning several cases in confirmation of his observation. He supported the suggestion that the Bill be referred to a Select Committee.—The Duke of SOMERSET remarked that many of the matters to be submitted to the referees and examiners under the Bill were questions very difficult of solution, and he believed that the provision in the Bill would lead to much public dissatisfaction. He likewise concurred in the proposal for the appointment of a Select Committee to consider the Bill.—Lord SELBORNE did not expect to see the obstructive operation of the Patent Laws materially removed by the improved machinery of the present Bill.—Lord CARDWELL said he liked the Bill for what it undid in putting an end to the present system, and he liked it also for what it did in establishing in its place a system which, he ventured to predict, would soon lead to the abolition of Patent Laws altogether.—The LORD CHANCELLOR stated that he had never been a strong advocate of Patents, and he recognised many of the objections made to them, but what he desired to do was to improve the present system, and he believed that the system now proposed to be established in its place would work well. He should object to the appointment of a Select Committee to receive evidence, as there had been several public inquiries already on the subject.—Lord GRANVILLE thought it would be needless to send the Bill to a Select Committee if that committee were not allowed to examine witnesses. The Bill was read a second time, and their Lordships adjourned.

Monday, March 1.

APPELLATE JURISDICTION OF THE HOUSE.

LORD REDESDALE (for the Duke of Buccleuch) gave notice that in committee on the Supreme Court of Judicature Act Amendment Bill he would move the following resolution: "So much of sect. 20 of the Supreme Court of Judicature Act 1873, as provides that no error or appeal shall be brought from any judgment or order of the High Court of Justice or the Court of Appeal to the House of Lords is hereby repealed, and there shall be such appeal to the House of Lords as is hereinafter provided."—Lord PENZANCE gave notice that in case of the foregoing amendment being agreed to, he would move that the House resume in order that he might propose the following: "That the House shall henceforth adopt its ancient usage in appointing such lords as it considers most able to discharge its judicial functions triers of the causes referred to it for adjudication. That legislative sanction be adopted for the hearing of causes by such triers during the prorogation of Parliament; that provision be made whereby the House may obtain such assistance from the judges of the Supreme Court of Judicature as may maintain its present and secure its permanent efficiency as a Court of Ultimate Appeal for the United Kingdom."

Tuesday, March 2.

LAND TITLES AND TRANSFER BILL.

The LORD CHANCELLOR, on the motion for considering in committee the Land Titles and Transfer Bill, stated that he understood the question of compulsory registration would be raised by Lord Selborne on the report, and with regard to other amendments of his own, it was unnecessary for him to do more than simply to move them in committee.—Lord LANDEDOWNE trusted that the Bill would be amended for the purpose of making the process of registration less expensive, but as it was not now proposed to adopt the principle of compulsion, he believed that under the Bill registration would be

the exception and not the rule.—The LORD CHANCELLOR observed that he had already explained the reasons why registration was not made compulsory under the present Bill, and expressed his opinion that it would be utterly impossible by a measure of the kind to make registration compulsory, at all events in the first instance.—Lord KIMBERLEY attached great value to the provision enabling a possessory title to be registered, but he regretted that the Lord Chancellor had felt himself obliged to abandon the compulsory part of the Bill of last year.—Lord SELBORNE stated that it was his intention to raise the question of compulsory registration at a later stage of the Bill, and at present it would be convenient to proceed with the consideration of the clauses as they stood. The Bill was then considered in committee, and in the course of the discussion it was stated by the LORD CHANCELLOR that he had reconsidered the clause allowing land once registered to be taken off the register, and he had come to the conclusion that no such removal ought to be permitted. The several clauses of the Bill having been gone through, the House resumed.

THE EUROPEAN ASSURANCE BILL.

The LORD CHANCELLOR presented a Bill for amending the European Assurance Society Arbitration Acts, the object of which, he stated, would be to enlarge the area from which a new arbitrator might be chosen, and to give a right of appeal from his decision in certain cases.

HOUSE OF COMMONS.

Friday, Feb. 26.

ECCLÉSIASTICAL LEGISLATION.

Sir W. LAWSON asked the Recorder whether he intended to bring in a Bill dealing with all offences of clerks against the ecclesiastical law, as he promised last year; and Mr. E. GURNEY, in reply, reminded the House that when that engagement was given it was expected that Lord Penzance would have become Dean of the Arches; but, owing to the postponement of the Judicature Act, that had not happened. Moreover, Lord Penzance had communicated with him, expressing his wish that he should have some experience of the present system before undertaking novel duties. Under these circumstances the Recorder said he did not intend to bring in a Bill this session.

SALARIES OF METROPOLITAN POLICE MAGISTRATES.

The House having resolved itself into committee, a resolution respecting the salaries of the police magistrates of the Metropolis was brought up and agreed to. When the House resumed, Sir H. SELWYN-IBBETSON moved for leave to introduce a Bill founded on the resolution. He mentioned that so far back as 1833 a select committee reported in favour of increasing the salaries of police magistrates, and that in the following year the Act of 2 & 3 Vict. c. 17 fixed those salaries at £1200. In 1855 the salary of the chief magistrate was increased to £1500. As, however, the magistrates were inadequately paid as compared with the County Court judges and some of the registrars, and as their duties had been multiplied by numerous statutes passed since the latter date, the Government were of opinion that the time had now arrived when their salaries should be further increased.—Leave was then given to introduce the Bill.

BILLS OF SALES ACT AMENDMENT.

The following are the provisions of the Bill to amend the Act of the 17th & 18th Vict., c. 36, relating to Bills of Sale:—

1. The words and expressions "bill of sale" and "personal chattels" shall in this Act have the same meaning as is given to them in the 7th section of the said Act; and personal chattels shall be deemed to be in the "apparent possession" of the person making or giving a bill of sale under the same circumstances and for the same time as it is by that section enacted that they shall be deemed to be in such apparent possession.

2. Whenever, hereafter, a bill of sale is executed in consideration of or to secure a debt, money, or money's worth, and afterwards another bill of sale is executed in consideration of or to secure the same debt, money, or money's worth, or any part thereof, the subsequent bill of sale, so far as regards the property in or right to the possession of any personal chattels comprised in or made subject to the former bill of sale shall be null and void to all intents and purposes as against the same persons and to the same extent as the former bill of sale shall, under the provisions of the said Act, or of this Act, be null and void, notwithstanding that the requirements of the said Act, or of this Act, shall be complied with as to the subsequent bill of sale, or the twenty-one days allowed for complying therewith shall not have elapsed; provided that if in endeavouring to

comply with the requirements of the said Act, or of this Act, as to the former bill of sale any error is committed, and the same is committed innocently, by mistake, and without any design to evade the said Act or this Act, a subsequent bill of sale shall not be rendered null and void by this Act, if the same is executed, and the requirements of the said Act or of this Act in respect of the same are duly complied with, within twenty-one days after it shall first come to the knowledge of the person claiming under the bill of sale, or, if there are more than one such person, to the knowledge of one of them, that the requirements of the said Act or of this Act have not been properly complied with.

3. When any mortgage of or security or charge on any personal chattels is hereafter effected without a bill of sale, and is of such a character as that it might have been effected by means of a bill of sale, the said mortgage, security, or charge, whether the same be legal or equitable, shall, unless the requirements hereafter specified are complied with, be null and void as against the same persons and to the same extent as the bill of sale would have been null and void, if the mortgage, security, or charge had been effected by a bill of sale, and the requirements of the said Act or of this Act had not been complied with in respect of the same; and every such mortgage, security, or charge shall be deemed to be a bill of sale, and the effecting of it shall be deemed to be the execution of a bill of sale within the meaning of those expressions as used in the 2nd section of this Act.

4. The following are the requirements above referred to in the 3rd section:

There shall be filed with the officer acting as clerk of the docket and judgments in the Court of Queen's Bench, within twenty-one days after such mortgage, security, or charge is effected, a statement which substantially shall be in the form and made according to the directions contained in the schedule hereto, which statement shall state—

1. The name, residence, and occupation of the person effecting the mortgage, security, or charge, who in the schedule is called the grantor;
2. The name, residence, and occupation of the person to whom or in whose favour it is effected, who in the schedule is called the grantee;
3. The date on which it is effected;
4. The amount of the debt or money, or a description and the value of the money's worth, in consideration of which or to secure which it is effected, and which in the schedule is called the consideration;
5. A description of the property comprised in or made subject to the mortgage, security, or charge;
6. The parish, street, and number in the street, or other sufficient address of the house, warehouse, or other place in which the property is; and the name, residence, and occupation of some person (if any such person there is) who may have been present at the effecting of such mortgage, security, or charge, and who in the schedule is called the witness.

5. This Act may be called the Bills of Sale Amendment Act, 1875, chapter, the number of the chapter given to this Act in the statutes printed by the Queen's printer being added after the word chapter.

6. This Act shall not extend to Scotland or Ireland, except in the case of a bill of sale, mortgage, charge, or security executed or effected in Scotland or Ireland by a person whose domicile is in England, so far as such bill of sale, mortgage, charge, or security affects property in England, and the non-extension of the said Act of the 17th & 18th Vict. to Scotland and Ireland shall be subject to the same exception.

SOLICITORS' JOURNAL.

In another column we publish a short report of an important case in the Salford Borough Police Court, in which a debt collector and his employer were committed for trial on a charge, under the 130th section of the Salford Hundred Court of Record Act 1868, of having used a certain printed form purporting to be connected with the process of the court, with a view to enforcing payment of an alleged debt. We are sorry to know that such a system prevails in London to a large extent in connection with county courts process, and we commend this case to the attention of the Legal Practitioners' Society.

We understand that the Associated Chambers of Commerce have petitioned the Government in favour of restoring to the present Land Transfer Bill Lord Selborne's compulsory clauses. These energetic commercial men are in the same position

as the Committee for Preserving the Appellate Jurisdiction of the House of Lords, late in the field. We cannot suppose that Lord Cairns will submit to any pressure of this kind after the ample materials with which he has been furnished, and which clearly show that compulsory registration means delay and expense to a greater extent than now unfortunately exists. It is still the duty of country solicitors to furnish the Lord Chancellor with all the information they can command illustrating the evils of a compulsory system of registering land titles and transfers, and it may become necessary for the Associated Provincial Law Societies again to take action upon this important question.

We some time since pointed out the desirability, if not necessity, for some substantial reform in the mode of electing coroners for counties. When undertaken another subject connected with it should not be lost sight of. It rests with these officers to say in what case they will hold an inquest and in what not, the time for holding them, that is within what time after death takes place, and in other respects they are left pretty much to their own discretion. The system of remuneration is not, we think, placed on a satisfactory footing, and we are induced to refer to the whole subject by what took place in the House of Commons on Tuesday last, when the conduct of the coroner who held an inquest on the body of the late Sir Charles Lyell was strongly animadverted upon, and in the comments in question we entirely concur. The facts of the case warrant us in urging that there are several questions as well relating to the duties as the election of these officers which may well be dealt with by statutory provision.

The thirty-sixth annual report of the Manchester Incorporated Law Association is before us as the same was submitted to the annual general meeting of the society. We join in the regret of the committee at the loss of "three of the oldest and most valued members of the association." These are Mr. Street, who was an honorary officer of the society for twenty-six years, and Messrs. Beaver and Thorley, who have retired from practice. Having regard to the satisfactory financial position of the association, we are sorry to find no reference in the report to the subject of a law library, and no proposal for strengthening the hands and consolidating the power of the Incorporated Law Society in Chancery-lane, beyond an appeal to members to join that society, of which, of course, we entirely approve. It is satisfactory to notice that the president (Mr. W. H. Guest), has been elected under the recent supplemental charter of the Incorporated Law Society of the United Kingdom an extraordinary member of the council of the latter society till October next. The association now numbers 160 members, including solicitors in Bolton, Bury, Hyde, Macclesfield, Oldham, Rochdale, Stockport, Todmorden, and Warrington.

ALREADY the question of the desirability of appointing a public prosecutor is taking a strong hold of the public mind, and a lay contemporary, referring to the Government proposal, observes as follows: "The chief and most beneficial result of such an office would be to protect poor persons, who now suffer grievous wrong because they fear the cost of undertaking a prosecution, or are liable to get into the hands of those harpies who are amongst the lower ranks of legal practitioners, and carry a case only through such stages as they can obtain funds for, after having encouraged their unfortunate clients to employ them. Until quite recently, totally unauthorised persons—clerks in lawyers' offices, or men who, having been employed in such places, had lost their situations, and led quite a precarious life—were permitted to haunt the police courts and to tout for cases among poor persons coming there to seek redress for wrongs inflicted on them. This has been in a measure done away with; but there are numberless cases in which justice is entirely defeated by the interposition of 'advisers,' who for a small fee pretend to 'adjust' cases that could be easily disposed of before a proper tribunal, if brought to trial by a competent authority." We are sorry to say our contemporary is not fully informed on this subject. Now, as ever, our police, and to some extent our County Courts are infested with these unauthorised persons, and we are certain that if the Government were better informed as to the injury inflicted by such persons on poor and unsuspecting people, they would take prompt measures to prevent such a growing evil.

We are glad to have the opportunity of acknowledging the wisdom of the council of the Incorporated Law Society in adopting the course they have taken to learn the feelings of magistrates' clerks on the question of appointing public prosecutors. As may be supposed, opinions differ as to

the necessity for public prosecutors, and as to who should be selected for such offices. A coroner has urged upon us the claims of coroners generally to these posts. The Lord Chief Justice very naturally thinks that barristers and barristers only should be appointed; and solicitors, and we hope and believe the council of the chief society, equally naturally think that solicitors of practical experience are most suited for such responsible positions. We are decidedly of opinion that if public prosecutors are to be appointed throughout the country they must be selected from country practitioners accustomed to criminal business. The following is the view entertained by a well-known clerk to justices in Wales: "We (speaking of his firm) have acted as clerks to justices for two divisions of a country district for twenty-five years, and we have rarely found any necessity for such an officer as a public prosecutor, or an advocate to conduct prosecutions. If a public prosecutor is appointed it will save clerks to justices much trouble and responsibility, and we are sure they will not be sorry to be relieved from the duty of conducting prosecutions at assizes and sessions according to the present rate of remuneration. We had a prosecution at the last quarter sessions, and the fees allowed for preparing brief, examining six witnesses, procuring certificates of previous convictions in another county, preparing instructions for indictment, and attending the quarter sessions (eight miles from our office), amounted to £2 12s. 6d." We have received other communications on this subject, and are of opinion that the interests of the public service and the due administration of justice require the prompt appointment of public prosecutors throughout the country who must be experienced local practitioners. It would be revolting to common sense if hereafter we should find in such a measure provisions similar to those in the Land Transfer Bill of last session confining all appointments under the Act to barristers of so many years' standing. The system of allowing clerks to justices to prosecute at assizes and sessions is a very bad one.

FROM three different sources we have received a report of a case which came before the Exeter County Court last week, which illustrates in a marked degree the necessity for further legislation to protect the Profession against depredations by unqualified and unauthorised persons, and, moreover, it points to the desirability of a ready assistance being lent to the accomplishment of this object, by members of the other branch of the Profession; for, as our readers will see from the report, in more than one instance conveyancing business (otherwise likely to have found its way into a conveyancer's chambers) was transacted by the bailiff, whose appearance before the court as a bankrupt, for the purpose of passing his public examination, led to the startling disclosures to which we direct particular attention. This bankrupt, then, is a County Court bailiff, who has at the same time carried on the business of an accountant. Being asked if he did a considerable business in conveyancing, he is advised by his solicitor, Mr. Floud, not to answer; but, happily or unhappily, the facts are got out by the solicitor of the trustee. He admits having "prepared the papers" for the sale of a house and other conveyances and leases, for all of which he charged and was paid; and in the case of one lease he was paid by both lessor and lessee. On being asked if he prepared a conveyance of real property to Sir William Peek, the learned judge suggested that he should be asked if he had not done "a lot of this kind of work." Here is a County Court bailiff, of all other unauthorised persons, systematically breaking the law to his own pecuniary advantage, and thereby depriving professional men of emoluments which must otherwise have come to them. The mystery is that respectable people should, for the sake of saving some small sum in the shape of professional charges, commit their conveyancing business to such persons. But we look to the action of the judge of the Axminster County Court in this matter only to find that he retains this bailiff in his situation, and to that of the judge of the Exeter Court, only to find him commiserating the bankrupt on the smallness of his salary, and not only not ordering a prosecution, as we venture to think he might have done, but not so much as entering that strong and emphatic protest against the unlawful proceedings of the bankrupt officer of County Courts, which we feel sure would have had a salutary effect on a certain class of persons in the district, quite apart from any prosecution which the Profession in the district may resort to, and should resort to, however disagreeable such a proceeding may be. The bankrupt's excuse amounts to this, that he thought anyone might prepare any legal document and charge for it. Such excuses

can no more be tolerated than would a similar one be, if made by such a person appearing to conduct a case in a County Court, or say in the courts at Westminster, if that were possible. That he has violated the law is certain; that it is necessary to the due protection of the Profession, in the interests of the public, that he should be prosecuted is, in our opinion, undoubted, the more so as the whole of the facts, constituting as they do a glaring case, have been made as public as they well can be. One solicitor in writing to us on it, expresses the hope that "some one in authority will take it up." Our answer is "Don't expect or hope anything of the kind." Action must be taken by those in the locality, or the matter will go unnoticed.

IN other columns we print a letter from Mr. E. K. Karalake, whose recent letter to the *Standard* on the subject of the Land Transfer Bill we referred to in our last issue, and so much of a letter of his, as our space will admit of, relating to the all important question of whether a compulsory system of registration is desirable. What took place in the House of Lords in the motion for going into committee upon the Bill on Tuesday last will not have escaped the attention of solicitors. The fact is, certain lawyers have for so long a time been agitating in favour of a compulsory system that many lawyers have become infected with this mania. Some of these agitators in our Profession, members of the Bar, have had the courage to recede from the positions they occupied on the question, while others, in the face of what ought to satisfy them to the contrary, persist in the probable advantages of a compulsory system. The Marquis of Lansdowne and the Earl of Kimberley complained on Tuesday last in the Upper House of the exaction of the compulsory clauses from the Bill, and Lord Selborne threatens further opposition on the same grounds. We regret that the Lord Chancellor has yielded to pressure to the extent of consenting to expunge the clause allowing property registered to be removed from the register, because with this provision omitted property will not be registered which otherwise would be. What should govern the judgment of those with whom the decision on this important question rests, their own prejudices, their own impressions, or misimpressions, or the unmistakable opinion of those who are best able to judge? Most assuredly the latter. And what have country solicitors, than whom none are so capable to form an opinion on it, said on the matter? Emphatically and unanimously that compulsory registration is not of the question. Our branch of the Profession has discharged a duty which especially devolved upon it, and the responsibility and the consequences of the proposed experiment, if insisted on in the face of ample material pointing unquestionably to its undesirability, must rest on the shoulders of those lawyers in both Houses of Parliament who persist in their benighted course. We have ever been the first to admit that reform is urgently needed in regard to the transfer of real property, and for the present occasion it is sufficient to say that in the main the views of Mr. E. K. Karalake on this point, as expressed in his communication, which we print elsewhere, are a reflex of our own, namely, that most deeds relating to dealings with realty can and ought to be much reduced in length. Notwithstanding unworthy insinuations to the contrary, our aim, in common with that of solicitors, is to conserve the interests of the public, and we believe the time has come when solicitors should relinquish their conservative proclivities on professional questions, and adopt a shorter and more modern form of deed in connection with land transfers, securing for themselves at the same time some easier mode than at present exists for enforcing the laws relating to the preparation of such documents by unauthorised persons.

AN unnecessary agitation in regard to the former appellate jurisdiction of the House of Lords has recently been created, and is still in progress, which threatens to embarrass the Law Lords, headed by the Lord Chancellor, who are almost unanimously of opinion that to revive this jurisdiction, of which the Upper House was deprived by the Judicature Act, is out of the question. Many persons speak confidently of the proposed restoration; if it eventuates we shall have a Conservative Lord Chancellor overborne by his own party. To us it is astonishing that that could happen which is presented to public notice upon this subject. Mr. Hinde Palmer lately addressed a letter to the *Standard* on this question, in which he pointed out the mystery or inconsistency of this present agitation so long after the passing of the Judicature Act. The committee, the influential committee, which has suddenly sprung into existence, and which aims at preserving the jurisdiction of the House of Lords, are, however, on the alert, and in the *Standard* of Monday last "A

Member of the Committee" writes in a triumphant tone, a would-be crushing letter, controverting the arguments in Mr. Palmer's previous letter in the same journal. This committee must admit one of two things, either that they have been asleep over this undoubtedly important question nearly two years, or else that their efforts are without occasion. The latter position they would laugh at; with the former, then, we will deal. We are now told for the first time—we refer to the letter of "A Member of the Committee" in Monday's *Standard*—that "the two nearest portions of the British Empire" are totally dissatisfied with the proposed reform. That assertion we deny the correctness of. As regards Ireland, some members of the Bar have agitated for reviving the jurisdiction of the House of Lords, but it so happens that at the same time other questions agitated the Irish Bar—among them a proposal to reduce the number of judges—and under all the circumstances it is not to be wondered at, that a number of these gentlemen should suddenly betake themselves to thinking that all reform should be objected to. As regards this fraction of the Irish Bar, therefore, we say their opinion must carry little weight, expressed as it is so long after, by the deliberate action of both Houses of Parliament, the appellate jurisdiction of the House of Lords was abolished. Then, as regards Scotland, we are told "a petition from the united body of Scotch writers to the signet" has been presented to Lord Redesdale; and as regards England "a memorial, signed by what is estimated to be a large majority of the practising Bar of England," has gone to the Lord Chancellor. We admit that as regards Scotch appeals provision must be made for their being heard before those a majority of whom must be familiar with Scotch law. The best judges in and out of Parliament, the most experienced and practical men, long ago felt the absolute necessity for depriving the House of Lords of its appellate jurisdiction, the better to maintain its own dignity, and for the substitution of another tribunal; the constitution of that other tribunal is now the only question before the country and before Parliament, and we cannot suppose but that the judgment of the latter will prove itself equal to the occasion, in rendering the details of the present measure acceptable alike to all suitors and all lawyers. This is no party or political question, and must not be made so, but one involving the interests of the public, and we hope that Lords Cairns, Selborne, and Hatherley will remain firm in their determination to accomplish and complete this urgently needed reform in spite of factious opposition from without, and regardless of unworthy insinuation, such as we find in the letter to the *Standard*, which for instance, complains that sub-sect. 3, cl. 21, "gives the proposed new court power to make barristers for practice there at any rate." This indicates the disposition of the writer; "reform" is what he dislikes if it threatens to affect the interests of the Bar. The author of the letter in question is just one of those who would look on with complete complaisance at any measure tending further to hedge in and strengthen the interests of the Bar to the detriment of the public, or the other branch of the Profession. Land Transfer Bills, giving all the appointments under it to barristers, and to such only; Judicature Bills giving power to the Imperial Court of Appeal, "to make solicitors for practice there at any rate," he makes no complaint about. However detrimental to the immediate interests of solicitors this or that particular proposed reform may threaten to be, we hope the day is far distant when they as a body shall be found agitating against and resisting any innovations rendered necessary in order to secure a more expeditious, economical, and satisfactory administration of the law in this country.

NOTES OF NEW DECISIONS.

CAB OWNER, LIABILITY OF TO CAB DRIVER—INJURY FROM UNFIT HORSE—NEGLIGENCE IN SUPPLYING HORSE—SPECIAL FINDINGS OF JURY.—The plaintiff was the driver of the defendant's cab, for which he paid 18s. a day, and kept the remainder of what he earned for his own benefit. The plaintiff could do what he liked with the cab during the day, and was not under the control of the defendant. In an action by the plaintiff against the defendant for an injury sustained by reason of the plaintiff having been supplied with a vicious and unmanageable cab horse, it was proved that the horse supplied had never before been driven in a Hansom cab, and was fresh from the country. The jury found specially that the horse was not reasonably fit, that the plaintiff did not take upon himself the risk of the horse being reasonably fit, that the defendant did not take reasonable precautions to supply a horse reasonably fit, and that the horse and cab were entrusted by the defendant to the plaintiff as bailee, and not as servant, whereupon a verdict was entered for the plaintiff. Held, that the finding of the jury amounted to a finding of negli-

gence in the defendant, and a rule to enter the verdict for the defendant refused: (*Fowler v. Lock*, 31 L. T. Rep. N. S. 844. C.P.)

MEDICAL PRACTITIONER—QUALIFICATION—TIME AT WHICH QUALIFICATION MUST EXIST—REGISTRATION—APOTHECARIES' ACT (55 Geo. 3, c. 194), ss. 14 and 21—MEDICAL ACT 1858 (21 & 22 Vict. c. 90), ss. 15, 31 and 32.—A medical practitioner, in order to recover for his charges as an apothecary, under the Apothecaries' Act (55 Geo. 3, c. 194), and the Medical Act 1858 (21 & 22 Vict. c. 90), must have been duly qualified at the time the services were rendered or medicines supplied; it is not sufficient that he is qualified at the time of action brought. Though, if duly qualified at the time the services were rendered or medicines supplied, registration at any time before the trial might possibly be sufficient, the original want of qualification cannot be subsequently cured: (*Leaman v. Housley*, 31 L. T. Rep. N. S. 833. Q.B.)

PRACTICE—REVIVOR—INFANT—15 & 16 VICT. c. 86, s. 52.—Where, after a decree had been made in an administration suit, directing the usual accounts and inquiries, a child was born who took an interest in the estate being administered in the suit, and some proceedings in the suit were taken after the birth of the child: Held, that there was no jurisdiction to make a supplemental order under 15 & 16 Vict. c. 86, s. 52, bringing the after-born child before the court, and directing that he should be bound by the proceedings; but that a bill was necessary for the purpose. *Egremont v. Thompson* (L. Rep. 4 Ch. 448) approved: (*Askew v. Rooth*, 31 L. T. Rep. N. S. 819. Chan.)

EVIDENCE—EXAMINER—ORDER OF FEBRUARY 1861, RULE 3—DISCRETION OF JUDGE—EXAMINATION IN OPEN COURT.—The judge in chambers has a discretion under the exception made by Rule 3 of the Orders of Feb. 1861, to order that the evidence in chief as to any facts and issues may or may not be taken *vidé voce*, and there is no appeal from his decision. But it is in the power of the court, on the hearing, to require the examination *vidé voce* of any witness, if it considers that justice has not been attained by the course of evidence pointed out by the orders. It is in the power of an examiner to decide whether a witness is or is not to be treated as a hostile witness: (*Ohlsen v. Terrero*, 31 L. T. Rep. N. S. 811. Chan.)

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

HARRILL (Robert), Farrington-street, gentleman. One dividend on the sum of £3000 New Three per Cent. Annuities. Claimant, said Robert Harrill.
ROBERTS (Wm.), Prince's-street, Lambeth, grocer, and **ABOTT (Henry)**, Fryer-street, Lambeth, licensed victualler. £245 17s. 2d. New Three per Cent. Annuities. Claimant, said Henry Abbott.
SMITH (Sarah), High-street, Islington, spinster. £274 17s. 10d. Reduced Three per Cent. Annuities. Claimant, said Sarah Smith, spinster.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

AINO (Richard), Guyscliff-road, Milverton, Warwick, furniture remover. March 30; Wm. B. Sanderson, solicitor, Warwick. April 13; M. R., at eleven o'clock.
CHAMBERS (John), Belmont, Ecclesfield, York, iron and coal master. April 2; Wm. Smith, solicitor, 16, Campolane, Sheffield. April 16; M. R., at eleven o'clock.
COCKBAIN (Jos.), Penrith, Cumberland, wine and spirit merchant. March 31; J. P. Shepherd, solicitor, Penrith. April 8; V.C.H., at twelve o'clock.
DUNN (John), late of 48, Charing Cross, Middlesex, formerly of Liverpool, and afterwards of King William-street, London, patent agent. March 24; R. H. Wilkin, solicitor, 19, King's Arms-yard, London. April 8; V.C.H., at twelve o'clock.
HIGLEY (Wm. S.), Stamford-hill, Stoke Newington, Middlesex, gentleman. March 24; Jos. T. Smith, solicitor, 25, Throgmorton-st., London. April 12; M. R., at twelve o'clock.
KING (Stephen B.), Fore-street, Ipswich, butcher. March 27; Thos. A. Jones, solicitor, 40, Chancery-lane, London. April 10; M. R., at eleven o'clock.
LISLE (William), Hartlepool, Durham, gentleman. March 26; Rowland and Bolsover, solicitor, Stockton-on-Tees. April 9; M. R., at eleven o'clock.
PRESTON (Edward H. L.), Great Yarmouth, gentleman. April 2; J. Preston, solicitor, Great Yarmouth. April 16; M. R., at eleven o'clock.
MASON (Edward), Datchet, Bucks, Esq. March 31; Henry Davill, solicitor, Windsor, Berks. April 14; V.C.B., at twelve o'clock.
MORRISON (Frederick), Westwell Villa, Lower Richmond-road, Putney, Surrey, dairyman and cowkeeper. March 31; Robinson and Hilder, solicitors, 30, Jernyn-street, St. James's, Middlesex. April 15; V.C.H., at twelve o'clock.
RICHARDS (John), Leamington Priors, Leamington, gentleman. March 19; Wm. Barrell, solicitor, 18, Lord-street, Liverpool. April 6; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

ADAMS (Samuel), Ware, Hertford, maltster. March 25; G. Hisbey and Son, solicitors, Baldock-street, Ware.
ANAN (Reuben), Huddersfield, fruiterer. April 24; Thos. Drake, solicitor, John William-street, Huddersfield.
ASHBY (Sarah), Grafton Lodge, Sneyd Park, Gloucester, widow. April 1; M. Brittan and Sons, solicitors, Albion-chambers, Bristol.
ASLATT (Alfred J.), 34, Above Bar, Southampton, coach-builder. May 3; C. F. Deacon, solicitor, Landsdowne House, Castle-lane, Southampton.
BURNELL (Colonel Frederick), 3, Charles-street, St. James's, Middlesex. March 15; Ward and Co., solicitors, 1, Gray's-inn-square, London.

BARTHOFF (Nathaniel G.), Hacheston, Suffolk, and 22, Nelson-road, Great Yarmouth, Esq. June 30; Rev. Nathaniel S. Barthoff, The Rectory, Iton, Monmouth, and Philip George Barthoff, Blackmore Priory, Ingatstone, Essex.
BEVAN (Charlotte), Sussex Villa, White Ladies-road, Westbury-on-Trym, Bristol, spinster. April 1; Fussell and Co., solicitors, Liverpool-chambers, Corn-street, Bristol.
BIGNOLD (Sir Samuel), knt., Norwich. May 26; F. Fox, solicitor, Surrey-court, Surrey-street, Norwich.
BURKS (Jane), Hill-street, Upton, Clapton, Middlesex, spinster. March 26; Thomson and Edwards, solicitors, 3, Lotherby, London.
CARTWRIGHT (Elizabeth), Castle-street, Shrewsbury, Salop, widow. May 10; H. T. and G. Wace, solicitors, College Hill, Shrewsbury.
CHANCELLOR (otherwise JAMES (Mary Anne)), 61, Avenue-road, Regent's Park, Middlesex, widow. March 31; Coode, Kingston and Cotton, solicitors, 7, Bedford row, London.
COLBECK (Wm. O.), Park-place, Whitley, Northumberland, and Newcastle-upon-Tyne, draper. June 1; J. G. and J. E. Joel, solicitors, 1, Newgate-street, Newcastle-upon-Tyne.
FINCH (John), Thistle-cottage, Broadstairs, Kent, gentleman. April 15; Jas. Burn, solicitor, 16, Gresham-street, London.
FLEMING (Jos.), 63, Northumberland-street, Newcastle-upon-Tyne, baker. June 1; J. G. and J. E. Joel, solicitors, New Grainger-street Chambers, 1, Newgate-street, Newcastle-upon-Tyne.
GLENNY (Francis), Chadwell Heath, Essex, farmer. April 12; Messrs. H. Learys, solicitors, 5, Fenchurch-buildings, Fenchurch-street, London.
GRANT (Grant Thomlinson), formerly of Leamington, afterwards of Carlisle, late of Shaw's Hotel, Gilsand, Cumberland, gentleman. April 1; Burton, Geates, and Hart, solicitors, 37, Lincoln's-inn-fields, London.
GREIG (Geo. A.), 8, Clement's-lane, London. April 14; R. S. Fredgold, solicitor, 18, St. Swithin's-lane, London.
HACKETT (Maria J.), 728, Old Kent-road, Surrey, widow. April 10; Withall and Compton, solicitors, 19, Great George-street, Westminster.
HARPER (Chas.), Valetta, Island of Malta, a retired Magistrate of Judicial Police for the said Island of Malta. May 24; Hewitt and Alexander, solicitors, 27, Ely-place, London.
JONES (Michael H.), Branding-place South, Newcastle-upon-Tyne, retired tobacco-conist. June 1; J. G. and J. E. Joel, solicitors, New Grainger-street Chambers, 1, Newgate-street, Newcastle-upon-Tyne.
KELSEY (Jos.), formerly of Soulecoates, Kingston-upon-Hull, late of Gunthorpe, Lincoln, master mariner. April 10; J. J. Thorne, solicitor, 10, Parliament-street, Hull.
KIRBY (Thos. T.), formerly of Swan Hotel, Stratford, Essex, late of the Crown Hotel, Stanhope-terrace, Baywater, Middlesex, licensed victualler. March 25; Messrs. H. Learys, solicitors, 5, Fenchurch-buildings, Fenchurch-street, London.
LEE (Barrett), Cheltenham, widow. April 6; Ticehurst and Sons, solicitors, Essex-place, Cheltenham.
LILLYWHITE (John), 25, Euston-square, and 10, Seymour-square, Middlesex, solicitor. April 15; Senior, Attree, and Johnson, solicitors, 2 New-inn, Strand, London.
NICOLSON (Chas. P.), 1, Osborn-terrace, Forest-hill, Kent, Esq. July 1; H. A. Dowse, solicitor, 6, New-inn, Middlesex.
OWEN (Rev. John), 72, Loughborough-park, Brighton, Surrey. May 1; J. Fraser, solicitor, 16, Furnival-inn, London.
RIBBY (John), Liverpool, plumber. April 6; Tyrer and Co., solicitors, 16, North John-street, Liverpool.
RIBBY (Mary), Liverpool, widow. April 6; Tyrer and Co., solicitors, 16, North John-street, Liverpool.
SKOW (Raymond T.), Nice, France, Esq., Colonel in H.M.'s Marine, March 25; Messrs. M. C. Crose, solicitor, 7, Lancaster-place, Strand, London.
TONGE (Julia), Barlow Hall, Withington, Lancaster, spinster. May 23; F. Whitaker, Duchy of Lancaster Office, Lancaster-place, Strand, London.
WATSON (Anthony), formerly of Clervause-terrace, late of Croft-terrace, both in Jarrow, Durham, gentleman. June 1; J. G. and J. E. Joel, solicitors, 1, Newgate-street, Newcastle-upon-Tyne.
WICKHAM (Wm.), 502, Camden-road, and 30, Goswell-road, Middlesex, wine and spirit merchant. March 25; Mark Shephard, solicitor, 27, College-street, College-hill, London.

REPORTS OF SALES.

Wednesday Feb. 17.

By Messrs. RUSHWORTH, ABBOTT, and Co., at the Mart, St. John's-wood.—No. 63, Acacia-road, term 45 years—sold for £280.
No. 3, The Villas, same term—sold for £1070.
By Messrs. DANIEL SMITH, SON, and OAKLEY, at the Mart, Sussex, near Eastbourne.—Gore and Peak Dean Farm, containing 73a. 2r. 1p., freehold—sold for £15,700.
Two enclosures of marsh land, containing 27a. 2r. 6p.—sold for £2375.
Strand, No. 330, and Nos. 1 to 7, New Church-court, freehold—sold for £12,000.
Brook-green.—The residence called The Elms, also Elm Cottage, copyhold—sold for £1130.
Hammersmith, the Mall.—The residence, Bridge House, freehold—sold for £2200.
Digby House, adjoining—sold for £1450.
Nos. 30, 32, and 34, Bridge-road, and a ground rent of 24 1/2s. per annum, term 64 years—sold for £1320.
Fifty-nine £50 shares, fully paid up, in the Hammersmith Bridge Company—sold for £2755.

Thursday, Feb. 18.

By Messrs. NEWBON and HARDING, at the Mart, City-road.—Nos. 42, 43, and 44, Hall-street, term 67 years—sold for £1375.
St. Luke's.—Nos. 105, 107, and 102, Central-street, term 29 years—sold for £1090.
Nos. 71, 73, 77, and 79, Lever-street, same term—sold for £1590.
Islington.—No. 73, John-street West, term 70 years—sold for £500.
Caledonian-road.—Nos. 18, 19, and 20, Pembroke-street, term 75 years—sold for £815.
Nos. 62 to 66, Berners-street, term 70 years—sold for £245.
No. 13, Frederick-place, term 73 years—sold for £240.
By Messrs. WINSTANLEY and HORWOOD, at the Mart, Camden Town.—Ground rents of £30 per annum; term 67 years—sold for £1400.
Islington.—Nos. 17, 19, 21, 35, 37, and 39, Hemingford-road, term 66 years—sold for £2045.
Nos. 9 to 12, Hardinge-street, term 55 years—sold for £1180.
City-road.—No. 63, Bath-street, freehold—sold for £245.
Nos. 64, 64, and 65, Bath-street, and No. 194, Lever-street—sold for £1830.
The lease of No. 182, Goswell-road, term 18 years—sold for £220.
Monday, Feb. 22.
By Messrs. ORBELL, SWANN, and ORBELL, at the London Tavern.
Euston-square, Gower-place.—The lease of the Hawarden Castle, term 30 years—sold for £5700.
Edgware-road.—The lease of the Green Man wine vanila, term 6 years—sold for £3000.

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover	Friday, April 2	W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Berwick-on-Tweed	Friday, April 2	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Brighton	Friday, March 12	John Locke, Esq., Q.C., M.P.	2 days	Ewen Evershed.
Cambridge	Thursday, March 18	J. E. Bulwer, Esq., Q.C., M.P.	14 days	Henry French.

NOTES OF NEW DECISIONS.

LOCAL RATES—EXEMPTION—LIMIT—35 & 36 VICT. c. 79, s. 43.—By a local Act of 1841 commissioners were empowered to make rates upon owners and occupiers of houses and lands according to their annual value; but no person was to be rated on account of any arable meadow or pasture land exceeding two acres, or farm houses and buildings used exclusively for farming purposes. These commissioners, having become an urban sanitary authority, levied a rate under the Public Health Act 1872, sect. 16; the defendant, being rated on account of land and farm buildings exempt under the said local Act, refused to pay. By sect. 43 of the said Act of 1872, any limit imposed on or in respect of any rate by any local Act of Parliament shall not apply to any rate under that Act. Held, in an action by the commissioners to recover this rate from the defendant, that the defendant's exemption under the local Act was not a limit imposed on or in respect of a rate as contemplated by the Act of 1872: (Commissioners of Walton v. Walford, 31 L. T. Rep. N. S. 825. Q.B.)

SALFORD POLICE COURT.

Unauthorised Persons—Fictitious process.

At this police-court, on Wednesday, before Sir J. I. Mantell, T. Rutter, warehouseman, Manchester, appeared in answer to a summons charging him with "causing to be delivered to one Alice Ellen Lucas a document falsely purporting to be a process of the Salford Hundred Court of Record, to wit, a writ of summons, knowing the same to be false.

Edwards, assistant-registrar of the Salford Hundred Court of Record, prosecuted; and Edge appeared for the defendant.

Edwards.—The defendant is charged under the 130th section of the Salford Hundred Court of Record Act, 1868, with serving or causing to be served, a writ falsely purporting to be a writ of summons of the Salford Hundred Court of Record, upon a person who owed him money. It had unfortunately, been found that of late the practice had been adopted by many creditors of issuing documents purporting to be processes of the court, with a view to frighten debtors into the payment of money owing, and as that was the first case in which there had been the opportunity of bringing the offence home to the guilty persons it had been deemed necessary, for the protection of the public, to institute a criminal prosecution.

After hearing the witnesses in support of the charge

Sir J. I. MANTELL said that as far as he could judge he thought there was *prima facie* evidence that the defendant caused the document to be served, but that was a point for the jury.

Edge said if that was the opinion of the bench he would call a witness in defence.

John Kitto then entered the witness box, and after being sworn and cautioned that he need not say anything that might criminate him, said he was a dyer and debt collector. Some time ago the defendant instructed him to collect a debt of £5 owing by Mr. Lucas. He called at the shop, and afterwards purchased the parchment form produced. He filled it up, and left it with Mrs. Lucas, thinking it would frighten them into payment. The defendant knew nothing about the transaction, which was a device of his own.

Cross-examined by Edwards.—Witness said defendant promised to give him half the debt if he collected it.

Sir J. I. MANTELL said that he and his colleague thought that the case should go for trial at the sessions, where it could be gone into at length, and the point of law, which had been most properly raised, decided by the chairman.

The witness Kitto was then charged with serving the document, and on the same evidence was also committed for trial. Both men were admitted to bail.

CRYSTAL OIL.—Driver's is the best for the "Silber" "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

REAL PROPERTY AND CONVEYANCING.

LAND TRANSFER.

THE following is a portion of the letter referred to in the communication from Mr. E. K. Karslake, Q.C., which we publish in another column. After discussing the law on entail and other questions, the learned gentleman deals with the proposal for compulsory registration of land titles, as to which he observes:—

The doctrine of constructive notice, which has impaired the value of the existing Registration Acts, would be abolished in the event of a compulsory system, while actual fraud must, I conceive, destroy the title of a person obtaining through it the legal estate from a trustee known by the purchaser to be defrauding the beneficial owners. But it would be an arguable question, whether, even in the case of fraud, the purchaser should not obtain a clear title according to the register, the other remedies of the injured person being of course left open to him. While settlements of the legal estate are permitted, registration is a remedy worse than the disease. One instance will clearly show that this is so. Let me suppose that a man has a registered title in fee simple to a landed estate. By a settlement he carves out of it a variety of interests, limiting it, first, to trustees for a term of years to secure a wife's pin money, then to himself for life, then to trustees for another term to secure his wife's jointure and portions for younger children, then to his first and other sons successively in tail male, with numerous ulterior limitations. To register such a document, and the devolution of the title under it to each partial interest, would obviously involve very great expense. Yet the very man who has just instructed his lawyer to prepare for him such a settlement, will not improbably at or about the same time, either in or out of Parliament, complain of the trouble and expense incident to all transfers of land. It cannot be supposed that so astute a man as Lord Westbury expected that his plan of registration would have much success, especially as every practical conveyancer to whom he might have put the question, would have answered it in the negative. But the enactment answered the sole or main purpose, which many Acts of Parliament have of late been intended to serve; that is, it made some temporary capital for the party for the time being in power. I, myself, though altogether opposed to it, did not expect that it would become so completely inoperative as has been the case. Indeed, I thought that in exceptional cases, e.g., the proposed sale in lots for building purposes of a large estate held under a complicated title, it might prove very useful. But the Act has become almost a dead letter, though not quite, I rejoice to say, as it has provided a nice little insecure for one of the soundest lawyers and most popular men of the Equity Bar.

The scheme of reform in the transfer of land, which I advocate as the best for the present is the abbreviation, to an immense extent, and also the simplification of our forms of conveyancing. These, though shorter than those in use half a century ago, are still, in point of needless prolixity, wholly unworthy of the general intelligence and high degree of civilization which England has attained. They sin against the first rules of logic. For instance, in the reference to the incidents of property, which are intended to pass by a conveyance, a string of words denoting species if often followed by a generic term embracing most or many of them, then by an additional string of species, and then by some wide genus comprising all the subdivisions which have preceded it. One more instance will suffice. The purchase-money is in many deeds described as being "of lawful money of Great Britain, in hand, well and truly paid."

How then is this disgrace to our system of the transfer of land to be removed or diminished? I feel convinced that there can be no real reform in the practice of conveyancing while drafts are paid for merely according to their length. If this clumsy mode of remuneration were abolished a better state of things might at once be inaugurated.

I propose that for the purpose of remuneration all conveyancing drafts shall be divided into two classes, viz., ordinary and special. As to ordinary drafts, let the solicitor charge, and the

taxing master, where there is, as sometimes, though rarely, happens, a taxation, allow such an amount as the draft would carry if it were drawn in the present form, and charged for according to the present rate per folio. Special drafts, on the other hand, should be free from any such restriction.

The established system of drawing deeds according to settled or "common" forms, will render it easy enough to ascertain in each case the charge for ordinary drafts, for as to these there is now great uniformity both in the language and in the average length throughout all parts of England. By "ordinary drafts," I mean purchase deeds mortgages, settlements, most deeds of partnership, appointment of new trustees, and such other documents as are usually found in collections of conveyancing precedents. A draft in which none of the common forms in use could be adopted to any considerable extent would be a special draft, e.g., a contract between a contractor and a public company, or a lease of a line of railway by one company to another.

Upon the latter kind of draft, which is of comparatively rare occurrence, the solicitor should be at liberty to endorse the words "special draft" with his charge, including the fee, if the drafts had been settled by counsel, as would generally be the case. The taxing master would, then, if there happened to be a taxation, have to consider, first, whether the draft marked "special" really belonged to that class, and secondly, whether a less (or even a larger) sum should be allowed for it.

Various methods of making the new system general occur to me, and indeed I have written out and submitted to the Council of the Incorporated Law Society the details of my plans, but it would be premature to trouble your readers with them until the principle is adopted. In particular, a volume of Concise Forms would be prepared by several conveyancing counsel of the highest eminence, under the direction of the Lord Chancellor. These would be sanctioned by his Lordship's authority, and would be used by the conveyancing counsel of the court, in the lectures of the teachers appointed respectively by the Council of Legal Education and by the Incorporated Law Society, and, as far as possible, recommended by the benchers to the members of the several Inns of Court and generally to the legal profession.

It will be borne in mind that the lengthy documents of which I complain—not only themselves occasion vast needless expense, besides the charge for drawing, e.g., for parchment, stationers' charges, &c., but each of these documents give birth to a long line of successors like to, but worse than itself, and "Mox datus progeniem vitiosorem."

The long deed necessitates the long copy, the long abstract, and the long recital; nor is the mischief apparent in conveyancing only, for the expense of litigation at law and in equity is often seriously inflamed through the prolixity of the conveyancing documents, which are necessarily referred to in the proceedings. The great and oft repeated inconveniences which arise from the continual occurrence of long and expensive conveyancing documents, were admirably pointed out by Lord Cairns, when Solicitor-General, in his speech on introducing in the Session of 1858 the then contemplated system of registration.

The views above expressed by me have a least the sanction of great authority. Thus Lord Eldon, in a letter to Lord St. Leonards, expresses his opinion that "the forms under which our present system is carried on should be rendered more simple and less expensive." His Lordship adds that "the system itself should not be changed, or at least should be touched with a very delicate hand," and ends by lamenting that he had no time to propose the alterations of form which he meditated. Again, the Real Property Commissioners in their reports frequently refer to "the cumbrous and circuitous forms of conveyancing now in use."

A brief review of the legislation which has taken place during the last thirty years or thereabouts, with the aim of abbreviating or simplifying our conveyancing forms, tends to show that while the power of settlement of legal estates remains, no radical change in our system of conveyancing can be successful, and that plans more ingenious but less simple than mine have hitherto been tried in vain.

The Acts of 4 & 5 Vict. c. 21; 7 & 8 Vict. c. 76; and 9 Vict. c. 106, were but small instalments of reform. The Acts of 8 & 9 Vict. c. 119 and 124, intitled, respectively, an Act to facilitate the Conveyance of Real Property, and an Act to facilitate the granting of certain Leases, were well meant reforms in a small way, but the two latter Acts wholly failed. They were open to this great objection, that no one reading a deed framed under their provisions could know what the import of the words used throughout was, unless he had before him and carefully compared with the deed a copy of the Act and schedules which are the key to the deed. But each of these statutes contained an enactment similar in principle to

that which I advocate, viz.: That in taxing any bill for preparing and executing any deed under this Act it shall be lawful for the taxing master to, and he is hereby required, in estimating the proper sum to be charged for such transaction to consider, not the length of such deed, but only the skill and labour employed, and responsibility incurred in the preparation thereof."

Probably the greatest reform in our system of conveyancing which has been effected during the last thirty years was brought about by the Act to render the assignment of satisfied terms unnecessary (8 & 9 Vict. c. 112). This Act seems to have been the result of a lucky accident, for its able framer (Mr. Charles Davidson) tells us that it was a hasty production, handed by him to Lord Brougham in the shape of two clauses to be inserted in the crude and short-lived Act intitled "An Act to simplify" (by mistake, it was commonly said, for "to mystify") the transfer of Property." But the two clauses were passed into law "without," says the framer, "having received the additions and emendations which it is feared they require."

We now come to a statute which ought to be very useful, that commonly called "Lord Cranworth's Act" (23 & 24 Vict. c. 145), "An Act to give to trustees, mortgagees, and others, certain powers now commonly inserted in settlements, mortgages, and wills." This Act contains no proviso adapting the scale of charges to the concise documents to which the Act might give rise, and probably for this reason it had for many years little effect, except that it induced practitioners to insert in all documents a short proviso that the Act should not apply to them.

Of course, if a system of permissive registration had not been tried and wholly failed, I could give no sufficient reason for advocating a measure of reform which is, I admit only a palliation of the existing state of things. But I feel certain that a system of compulsory registration will not succeed.

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Wednesday, Feb. 10.

(Before H. W. COLE, Q.C., Judge.)

Assault on a Bailiff of the Court.

Duke made an application, on behalf of the high bailiff, against James Chambers, fruiterer, of Lease-lane, who had assaulted Joseph Tomkinson, one of the bailiffs of the court, while in the discharge of his duty. Duke said his Honour knew that the bailiffs of that court had a sufficiently onerous duty to discharge at all times, and it could not be pleasant to them. At any rate, the officers of the court, in the discharge of their duty—so long as they did their duty in a fair and proper manner—ought to be protected, and the law had provided for their protection. Joseph Tomkinson was an assistant bailiff of the court, and in pursuance of his duty he went to Chambers' house on the previous afternoon, between four and five o'clock, to demand payment under a warrant in respect of a judgment against the defendant. He was met with great abuse from Chambers when he told him what he wanted. Chambers rushed at him, caught hold of his coat collar and tore it, kicked him in an unmerciful manner, and pushed him out of the house. The violence was carried to such an extent that the bailiff could not discharge his duty. Chambers had, therefore, been arrested, and was now brought before his Honour. He asked that he might be punished for the offence he had committed.

Joseph Tomkinson was then called, and gave evidence in corroboration of Mr. Duke's statement.

The defendant, in answer to the charge, said that when the bailiff came he requested him to come on the following day. As he would not leave the house, he laid hold of him by the coat collar. The bailiff pushed him against the door. He did not loose his collar, and in the struggle the collar was torn. He held the collar to save his head, for he thought perhaps he might have his brains knocked out.

In answer to his Honour, defendant said he was a watercress seller. He denied that he was a wholesale dealer.

His Honour: You have assaulted one of the officers of the court in the execution of his duty, and for that I shall fine you £4.

Defendant: I have no money, sir.

His Honour: Payment will be enforced in the usual way.

Monday, Feb. 9.

(Before H. W. COLE, Q.C., Judge.)

ADAMS v. BOODLE.

Money club—Liability to action.

THIS was an action brought by Harry Adams, a compositor on the staff of the *Daily Mail*, against John Boodle, of the Crown Inn, Little Cherry-

street, to recover £8, being the plaintiff's subscriptions to a money society held at defendant's house, of which the defendant was also treasurer.

Tanner (Rowlands, Bagnall, and Co.), appeared for the plaintiff.

Maher, for the defendant.

Tanner stated that the plaintiff had, in January last year, become a subscriber to the money society in question. The defendant was the organiser of the society, and was also treasurer. The plaintiff had paid in sums amounting to £8, and as he had made unsuccessful applications to the defendant for the return of his money he had consulted him (Tanner), and under his advice this action had been brought. He thought that his Honour, after hearing the facts, would have no doubt that his client was entitled to a verdict. He then called the plaintiff and a witness, who proved the payment of the money to Edward Nixon, the secretary of the society.

Nixon was also called, and deposed that all sums received by him were handed to the defendant, as treasurer, and were entered in the contribution book of the club. The sums received on plaintiff's behalf amounted to £8.

Maher, for the defence, asked his Honour whether there was any case for him to answer. This was a common money club, and was simply a partnership, and the plaintiff had no remedy at law. He could only institute proceedings in equity to wind-up the concern.

His Honour held that there was a case to be answered, and the defendant was called, and said the club was insolvent, and that he had paid more than he had received.

Cross-examined by Tanner, he said he had kept no account of what had been done with the money he had received.

His Honour, without calling on Tanner, said this was an illegal society, and if persons chose to become treasurers of such affairs they must take the consequences. He always noticed a publican was the prime mover in them. He should find a verdict for the plaintiff for £5 10s., with costs.

Maher said if this verdict stood it would revolutionise the money societies in Birmingham, and his client would be ruined, as all the members would sue him. He asked leave to appeal.

Tanner said he would leave the matter entirely with his Honour, but he hoped that the money, with a deposit to cover the costs of the appeal, would be paid into court, to abide the event.

His Honour said he would give leave to appeal, the defendant paying the debt and costs into court, with £20 deposit for costs.

BRADFORD COUNTY COURT.

Thursday, Feb. 5.

(Before W. T. S. DANIEL, Q.C., Judge.)

TOUB v. FERN.

Interpleader.

To defeat an execution the debtor must make an effectual disposition, either by sale or mortgage, of his property to a third person, for valuable consideration and bona fide. A sale by auction, if it be a device for securing a benefit to the debtor, is not effectual.

Berry (Berry and Robinson, Bradford), for claimant.

Ferns (Leeds) for execution creditor.

His Honour.—This was an interpleader case in which four persons have made claims to different parts of the goods taken in execution. The execution was issued on the 22nd July 1874, but the seizure was not made until the 8th Oct. following. The debt was for £9 1s. 6d., and the amount has been paid into court. The circumstances of the case are as follows: The debtor, Samuel Johnson, was a cloth dealer and waste manufacturer at Fursley, near Leeds, and on 24th Nov. 1873, he filed his petition for liquidation in this court. His accounts, as exhibited, showed debts £1680 2s. 2d., assets £731 15s. 3d. At the first meeting of creditors, held on the 15th Dec. 1873, a composition of 8s. in the pound, payable by three instalments of 2s. 8d. each, at three, six, and nine months, from date of confirmation to the last instalment, secured by the guarantee of the debtor's brother Jabez. Johnson, one of the claimants, was accepted by the requisite majority of creditors, and this resolution was confirmed at a subsequent meeting held on the 29th Dec. 1873, and those resolutions were duly registered on the 3rd Jan. 1874. The execution creditor was the solicitor acting for the debtor in the matter of the liquidation proceedings. The first instalment became due on the 29th March 1874, and was paid; the second instalment became due on the 29th June, and the debtor then alleged himself to be unable to pay it, and attempted, without success, to induce his creditors to come into some new arrangement. Refusing to pay his solicitor, the action was brought and judgment recovered, upon which the execution was issued, which has led to the interpleader which I have now to dis-

pose of. The property which was represented upon the debtor's account, and which was, as stated, sufficient to have paid the full composition of 8s. in the pound, had been left in the debtor's possession and under his control; but the only property which when the execution was issued on 22nd July last, remained to answer the execution was the debtor's household furniture. The officers of this court tried in vain to seize it under the writ, as the house was always kept locked against them. The evidence that has been adduced in this case satisfied me that from the first the debtor resolved by every means in his power to prevent the creditor deriving any benefit from his judgment, and the law enables him to achieve this result provided he effectually disposes of his property and vests it in other persons for valuable consideration and bona fide. This disposition may be effected either by mortgage for a present advance or for an antecedent debt, or by sale by public auction, or private contract, but in either case, whether it be mortgage or sale, the property and possession must be so parted and dealt with as that the transaction is not a mere cloak for retaining a benefit to the debtor: (see *Alton v. Harrison*, L. Rep. 4 Ch. App. 626, per Giffard, L.J.) and each case must be judged of by its own circumstances. In the present case the mode adopted by the debtor was this.—It appeared that he owed his landlord a sum for rent, and he submitted to have this rent distrained for. I assume that the rent was due, but I am satisfied that the distress was a friendly and not an adverse proceeding. There was no evidence of any demand by the landlord, and the door of the debtor's house, which was kept locked against the execution creditor, was open to the landlord. The distress was levied on the 8th Aug., and the broker complied with all the necessary forms. The sale did not take place until the 21st August, and there was no advertisement or placard or any other public announcement than this, that the bellman went round the village a short time before the sale announcing that it would take place. The broker who made the distress was the auctioneer, and when goods enough had been sold to satisfy the distress and costs, the debtor ordered him to go on and sell all the rest of the goods, and they were sold. The goods which are the subject of this interpleader were not removed, but remained in the house under some voluntary arrangement between the debtor's wife and her sister and the landlord, the wife's sister and the landlord having really no interest in the matter. It was pressed upon me by Mr. Berry for the claimants, that the debtor had become dispossessed of all his property, and this was a charitable arrangement made by the purchasers for the benefit of the debtor's wife and family. If I could be induced to view the transaction in that light, I must still regard it as amounting in law to a gift to the debtor, and thus subjecting the property to the execution. But I cannot forget that the evidence as to the manner in which the sale was brought about and conducted, and the friendly position in which the claimants stood towards the debtor, coupled with the fact that when I asked the auctioneer's son, who acted as his father's clerk at the sale, whether the sale was conducted in the same way as bona fide sales by auction by his father were conducted, he hesitated, and though pressed by me declined to answer the question. All tended to satisfy my mind that the sale was a device, or in the language of Giffard, L.J., a cloak for retaining a benefit to the debtor after satisfying the landlord's rent. The possession and the use and enjoyment of the goods have remained throughout unchanged in the debtor, and the evidence fails to satisfy me that as between the claimant and the debtor there has been any bona fide sale and purchase which had the effect of changing the property and the right of possession. The cases bearing upon the question are collated and commented on in *May on Voluntary and Fraudulent Alienations of Property*, pp. 104, 116. Judgment will therefore be entered for the execution creditor with costs.

SOUTHAMPTON COUNTY COURT.

Tuesday, Feb. 9.

(Before P. M. LEONARD, Esq., Judge.)

JAMES AND OTHERS v. IRELAND AND OTHERS.
Friendly Society—Jurisdiction—Suspension of bonuses.

THE plaintiffs, represented by W. J. Hickman, put in separate claims for £2 18s., £4 8s., and £2 18s. respectively, against the defendants, who were represented by Leigh, trustees of the Loyal Hope Lodge of Oddfellows, Manchester Unity, meeting in this town.

The case of Curtis was first gone into, Hickman stating that she was the representative of Mr. Curtis, a late member of the lodge. Acting under the general rules of the order of 1862, in August

1863 the assets of the lodge were valued, when a surplus over liabilities was found of £1069 18s. 9d., and two-thirds of that sum, £713, was appropriated to the then members, it being put to certain funds, additional sick pay being given, as well as a larger amount to the representative in case of the death of a member. The names of the members benefited under this arrangement were entered in a book, and £60 9s. 10d. was paid for sick allowance and £161 15s. to the representatives of deceased members, so that the lodge had by its action actually admitted the right of persons to participate in the fund so set apart by consent of the Grand Lodge. In accordance with the general rules of the order, five years after the original valuation a re-valuation of the assets and liabilities of the lodge was made, the result being that instead of the lodge having a surplus there was shown to be a deficiency of assets over liabilities of £1300. A second re-valuation was made in 1873, when the deficiency had increased £100. A dispute had arisen between the junior and senior members of the lodge—those who were interested in the appropriation fund and those who could not participate in it. A representation having been made to the general board in 1864, Mr. Radcliffe advised the district committee, which was the immediate superior of the individual lodges in the district, to stop making further payments on account of that fund. This was done, and the plaintiff, a widow, now claimed for her portion of the fund, in consequence of the death of her husband, and the contention was that the bonuses had no right to be stopped, and that those who had contributed to the fund ought to participate in it.

Some discussion arose as to the jurisdiction of the judge, *Leigh* considering that the suspension of the bonuses having been done by order of the district committee, it was an appeal against their decision. After some further discussion,

His Honour said if he had jurisdiction he would endorse the decision of the committee, and finally nonsuited the plaintiffs, remarking that, if any question of irregularity or breach of trust arose, he would be glad to hear the case.

BANKRUPTCY LAW.

BANKRUPTCY REFORM.

WE take the following extracts from "A Review of Bankruptcy Legislation," by Mr. Wreford, of the office of Comptroller in Bankruptcy:—

It must be premised that the Act of 1869 is, to a greater extent, perhaps, than any of its predecessors, a "skeleton" measure, that is, the general principles are laid down in the Act, and the details are worked out by the rules and orders, which the Lord Chancellor and Chief Judge are, under sect. 78, authorised to make for carrying into effect the provisions of the Act. There are at present nearly 350 of such rules in operation. It will consequently be necessary in considering the different provisions of the statute to refer from time to time to the rules made under the various sections.

As already stated, the Act was in some respects framed in accordance with the precedent of the Scotch Bankruptcy Act of 1856. The great features of the Scotch system are the administration of debtors' estates by the creditors themselves or by agents appointed and supervised by the creditors, and freedom from official control except in regard to the audit of accounts. Persons having experience in bankruptcy matters in England were of opinion that the Bankruptcy Act of 1869 would not be productive of the beneficial results which its authors anticipated. They formed such opinion on the fact that English creditors, as a rule, had not, under the administration of former bankruptcy laws, shown any degree of energy in looking after their own interests; and it was obvious that the success of the Act of 1869, depended in no small measure upon the personal attention of the creditors to the details of winding up their debtors' estates. Five years' experience of the working of the Act has shown that that opinion was well founded. Where creditors have carefully guarded their own interests, as it was the intention of the Act they should do, the results of the administration of the estates have been very satisfactory, both with regard to expedition and economy in the realisation and distribution of the assets. But, unfortunately, the cases in which creditors have so carefully guarded their interests, by giving their personal attention to the matters or in making a judicious selection of the agents employed by them, bear—more especially in liquidations—but a small proportion to the cases of an opposite character. Still, sufficient is demonstrated by the few cases to show that the Act may, with some improvements, be made a really good measure and productive of satisfaction to creditors, so far as it is possible for the subject matter of bankruptcy to be satisfactory. The general scope and tendency of the alterations that are imperatively necessary are in the direc-

tion of protecting the interests of the creditors in consequence of their neglect to guard them personally. It may be urged that if through their own negligence they get defrauded they have no one to blame but themselves. But it may as well be argued that if a man leaves open his door and a thief enters and steals his goods it serves him right and the law ought not to punish the robber. What is everyone's business is nobody's business, and as a rule creditors will not throw good money and time, which to them is money, after bad. One creditor will not devote his time and energy to the winding-up or supervision of an estate, of the benefit from which he only gets a small advantage. He is better employed in attending to his own business, from which he reaps the exclusive benefit. Approving, then, of the main features of the present system of administration, it remains for the Legislature to afford some protection to creditors against being plundered by unscrupulous agents. This end will, it is believed, be secured by adopting the amendments which will be subsequently proposed in these pages.

The next point for consideration is as to the manner of appointing trustees and committees of inspection; and the questions of trustees' remuneration, voting by proxy, and employment of solicitors incidentally arise under this head (sects. 14, 16, and 29). The first meeting of creditors is summoned by the registrar by notice in the *Gazette* and in a local paper, and he acts as the chairman of the meeting. The majority in value of the creditors may appoint a trustee, at such remuneration as they may determine (if any), also a committee of inspection, and they may give directions as to the administration of the estate. The only questions which arise on these subjects are the manner of appointing trustees, solicitors, and committees; the mode of remunerating trustees; and of voting by proxy: but these are questions of very wide importance.

Although the abuses of the proxy system are not so flagrant in matters of bankruptcy as in liquidation cases, to which reference will be made subsequently, still it is considered that some alteration is called for, even in the former. At present a creditor may appoint any person as his proxy, and when appointed the proxy is armed with all the powers given by the Act to the creditors. This provision has resulted in a regular system of canvassing creditors for their proofs and proxies by professional agents, with the view of obtaining a sufficient majority of votes to carry the appointment of trustee and committee of inspection. Having obtained such a majority, the agent has practically the control of the whole of the future proceedings, as the proxies are available at any subsequent meeting of creditors; and it is seldom that creditors trouble themselves to attend personally any meeting but the first, and even then the few who do attend are generally out-voted by the proxies, if any question arises. Creditors frequently give proxies without being aware of the extent of the power they are entrusting to the agent, and often the agent is personally unknown to them; but they give their proxy to him because he happens to canvass them for it. Having the power to appoint himself trustee, the agent has also the power to determine his own remuneration. But, as there are generally some few creditors personally present at the first meeting, the trustee usually shies this question by either passing no resolution on it, or resolving that the remuneration be determined by a subsequent meeting of creditors, or by the committee of inspection. The latter are often in effect nominated by the trustee himself, and are not unfrequently the proxies of creditors, and sometimes the trustees' clerks or partners. If the agent appointing himself trustee happens to be an accountant, he occasionally votes himself a remuneration "according to the scale of accountant's charges," which means a payment by time engaged, at a rate of £2 2s. a day. Where the remuneration is not fixed at the first meeting, the trustee subsequently calls a meeting of creditors to vote it, and at such meeting he is generally in a position to vote himself what he pleases by means of the proxies he holds. If the committee of inspection has to determine the question, the trustee generally manages to get a pretty liberal allowance, far in excess of what was allowed to official assignees under the former Acts. The amounts voted and allowed in the manner above indicated often amount to 10, 20, and 30 per cent., or even more, upon the assets realised. Then, again, there are cases in which the appointment of trustee is virtually in the hands of the solicitor to the proceedings, by virtue of the proxies he holds. The writer has known cases of this description in which the consideration demanded by the solicitor from the accountant or agent for appointing him trustee has been—1st, the appointment of himself as solicitor to the trustee; 2nd, a share of the trustee's remuneration. The solicitor is then interested in voting the trustee as large a remuneration as possible. In addition to paying the solicitor a share of his remuneration, the trustee has often to buy up the proxies held by

other agents in order to secure the appointment, so that in reality he is, in order to make the business pay him as it ought, obliged to charge a sum far in excess of what would be a fair remuneration for his services. With regard to the question of trustees charging the expenses of the competition for the office against the estate, it may be mentioned that Rule 127 expressly forbids it; but while the present system of voting trustees' remuneration prevails, there is really no check on the practice. The following curious section bearing on the point appears in the Scotch Bankruptcy Amendment Act 1857 (20 & 21 Vict. c. 19), viz.: "No part of the expense of any competition for the office of trustee shall be paid out of the estate, but all such expense shall be paid by the unsuccessful party to the successful party." Many cases might be quoted, showing the exorbitant charges made by professional trustees in addition to heavy law costs. On this point the following case under the Act of 1849, which was mentioned to the Royal Commission of 1853, as showing the large amount absorbed by the fees of the official assignees, may be appropriately quoted by way of contrast. One of the official assignees of the London court realised the assets of an estate to the amount of £21,584, the bulk of which he divided amongst the creditors. Mr. Commissioner Goulbourn allowed him as his remuneration for realising and dividing the estate the sum of £363, or about 1½ per cent. on the amount realised. The trade assignee considered this such an excessive allowance that he applied to the court to reduce the amount, which the commissioner declined to do. It is also the practice amongst a few solicitors, when they can command a majority of proxies, in order to avoid taxation of their costs to vote the amount of their charges to the trustees for "remuneration," having an understanding with the trustees that the amount shall be paid over to them.

So long as the present system of voting trustees' remuneration prevails, trustees are also enabled, in cases in which improper payments have been disallowed in their accounts, to summon a meeting of creditors, and by means of proxies to vote themselves the amount disallowed as "further remuneration" for their services. Some remedy should be provided for these abuses, and it is considered if the following alterations are made they will be tolerably effective in this direction. A creditor should only be empowered to appoint as his proxy either another creditor in the matter, whose debt is above £10, or some person in his own permanent employment. A proxy should be only available at one specified meeting. No creditor should represent by proxy more than a certain number of the other creditors. The remuneration of a trustee should not be fixed by resolution of creditors, but should be in accordance with a prescribed scale of per centage on assets realised. A trustee should not be remunerated by time engaged, as such a system is really a direct premium on delay. But this remark does not apply where an accountant is employed to investigate a bankrupt's accounts or to prepare balance sheets. When so engaged, remuneration for time occupied may be a reasonable mode of payment. And on this point it is considered that the present bankruptcy scale does not afford an adequate remuneration for the services of a really able accountant, when engaged in elucidating intricate or complicated transactions. The writer is also fully aware from his own experience that any percentage scale on assets realised would, in certain cases, be but a sorry remuneration for the serious risks incurred, and the great labour and time bestowed by a professional trustee in endeavouring properly to discharge his duties, and carry out the instructions of the creditors in relation to the winding-up of a bankrupt's estate. To meet such exceptional cases provision might be made for the grant of an additional allowance by the creditors, under a special resolution setting forth the grounds for such extra allowance. But to guard against the malpractices at present prevailing a trustee should be strictly precluded from voting on the question of his own remuneration, and any special resolution for remuneration in excess of the prescribed scale should require the approval of the court before being operative.

The Act leaves the appointment of the trustee entirely to the vote of the majority in value of the creditors, but provides that the person appointed, whether a creditor or not, shall be a "fit" person. Under former Acts, from the 6th of George IV. to the Act of 1861, the commissioners had power to reject the assignee chosen by the creditors, if they considered him unfit to hold the office. A person whose interests were adverse to those of the general body of creditors would, upon the commissioner being satisfied of that fact, be rejected, and a new choice directed. It appears from the use of the word "fit" in the present Act, that it was the intention of the Legislature that the court should still have some veto on the appointment of a trustee in case of an obviously unfit person being chosen. The writer

is, however, not aware of that power, if possessed by the court, having been exercised in any case under the Act of 1869. It seems reasonable that the court should have some such power. A person indebted to the estate, or to whom a fraudulent preference has been given by the bankrupt, or who has improperly performed his duties as trustee in other cases, or a near relative of the bankrupt, ought not to be chosen; but such persons are sometimes appointed, as it not unfrequently happens that the debts due to a bankrupt's relations or friends represent a majority in value of his total liabilities and the appointment is consequently in their hands. If, therefore, upon the representation of the minority the Court is satisfied that an unfit person has been chosen, the majority should be called upon to make a new appointment. It is a question how far any officer of the court should be eligible for election by the creditors to the office of trustee. In some few instances County Court registrars, their clerks, and other officers, have sought the appointment by canvassing creditors for their proofs and proxies. It must not unfrequently happen in such cases that the official duties of the official duties of the officer clash with his duties as trustees. It does not appear from the Act and rules to have been contemplated that the registrar of a County Court should be qualified for the appointment to the office of trustee. On the contrary, he is strictly precluded from acting as solicitor in any matter of bankruptcy pending in his court. The reasons for this are obvious, and the objections apply quite as much to his seeking the appointment of trustee as to his acting as solicitor. And all the objections equally apply to a registrar's clerk or any other officer of the court acting as trustee. Where the registrar is required to act as trustee, by reason of the creditors failing to appoint a trustee, the case is very different; his remuneration is then fixed by a prescribed scale, and he acts officially, and not as the appointee of the creditors. But even in these cases, if he has to employ a solicitor, it is his province to tax his own solicitor's bill of costs, which is objectionable. All such bills of costs should be taxed by the taxing masters of the London court. Whether some kind of qualification for the office of trustee ought not also to be required is a matter worthy of consideration. It will be seen from the extracts in the appendix taken from the evidence given before the Select Committee in 1864 that it was contemplated that a certain class of persons (presumably accountants) would be approved by the court and registered, from whom creditors would select their trustees.

With regard to persons appointed to the office of committee of inspection, they are also required to be "fit" persons; but how the court is to judge of their fitness cannot be clearly seen. As a matter of fact, very unfit persons are often appointed. The duties of a member of the committee are to supervise the winding-up of the estate by the trustee, and to audit his accounts. No person, therefore, being merely the proxy of a creditor, who is connected in any way in business with the trustee, such as his partner or clerk, should be appointed. Another point as to fitness will arise presently, when the question of audit of accounts comes under consideration.

By sect. 29 a trustee is precluded from employing a solicitor or other agent, except with the consent of the committee of inspection, but, notwithstanding this provision, the appointment of a solicitor by a trustee has become almost as regular as that by the creditors' assignee under the old system, when it must be recollected the assignee was an unpaid officer. The intention of the Act appears to be that when a trustee is appointed with remuneration he should personally perform the duties required of a trustee by the Act in relation to the realisation and distribution of the estate, and that he should only employ a solicitor to carry out purely legal business. The provision requiring the sanction of the committee for the employment of a solicitor was also probably intended to prevent trustees from embarking in unnecessary litigation. In cases, however, where the solicitor holds the requisite majority of proxies, and the trustee and committee are practically his nominees, the necessary sanction to his employment as solicitor is not difficult to obtain. It would be an improvement if it were provided that in any case where a trustee is appointed with remuneration the solicitor should not be allowed any costs for performing duties required to be performed by trustees. If no remuneration be claimed by a trustee the case is different. In these cases a solicitor is nearly always employed, the trustee being generally a creditor and unacquainted with the duties of the office of trustee. But the estate does not then get charged both with the costs of a trustee and solicitor. The solicitor is practically the trustee and his taxed costs represent his remuneration. In these remarks with respect to solicitors and professional trustees the writer desires it to be well understood that he fully recognises the important services rendered by both in the winding-up of insolvent estates, and that they are

entitled to be reasonably remunerated for their services. He has the pleasure of a personal acquaintance with many most respectable solicitors and accountants who give their attention to matters in bankruptcy to whom creditors can with safety intrust their interests. It is his opinion that accountants make the best administrators of insolvent estates when they are well acquainted with the duties of the office of trustee, and do not take a too extravagant view of the value of their services. Where, however, complicated legal questions arise the assistance of a solicitor should always be obtained, otherwise loss may accrue to the estate and costs in the end may be unnecessarily incurred. On the other hand accountants, *qua* accountants, should not be permitted to perform legal work in the court in connection with the filing or prosecution of petitions in bankruptcy or liquidation. Where an accountant is the trustee the case is different, and the Act intended that he should make formal applications to the court for directions, and in other matters, without the intervention of a solicitor. Solicitors have, in some few instances, performed the duties of trustees at small expense, and to the advantage of creditors, but as a rule they are better employed in conducting the legal business than in attempting the practical administration of the estate. And as the latter seems to fall into the hands of the professional accountants they will do well, by means of the associations which have been recently formed, to take some steps for clearly defining the status and responsibility of the profession. At present any one, very likely a person who has not succeeded in some other occupation and who has perhaps no practical commercial knowledge or acquaintance with accounts, may style himself an accountant and set up for a trustee in bankruptcy. The incapacity and mal-practices of such persons reflect discredit upon the whole profession. The societies would be wise to follow the example of the Scotch accountants and obtain a charter of incorporation. A membership of the society would then be some criterion of fitness and guide to the public with regard to an accountant's professional standing.

Sections 15, 47, 48, and 54, which regulate respectively the property vesting in a trustee, the close of a bankruptcy, the discharge of a bankrupt, and the status of an undischarged bankrupt are the next clauses requiring comment. By sect. 15 of the Act an important alteration is made with regard to the property divisible amongst a bankrupt's creditors. It now comprises not only all the property possessed by a bankrupt at the commencement of his bankruptcy, but also all such property as he may acquire or may devolve on him during its continuance, that is, prior to its "close" under sect. 47. So that although a bankrupt or liquidating debtor may obtain his order of discharge during the continuance of his bankruptcy or liquidation, such discharge is practically of no value until the "close" of the bankruptcy or liquidation. The discharge of a liquidating debtor and the close of a liquidation are, by sect. 125 (9), left to the creditors, and there being no supervision of the trustees in liquidations but very few of them have been formally "closed," although many debtors have been discharged. The bankrupt or debtor having obtained his discharge thinks himself safe, and does not trouble about the closing of his bankruptcy or liquidation. He may subsequently acquire property, and he or his representatives will discover by and bye that all such property is legally vested in the trustee. Or he may again become insolvent, and find that the trustee under his first bankruptcy or liquidation is the legal owner of the property which he thought would be available for the payment of his new creditors. To remedy this defect it is suggested that sect. 15 should be amended by providing that the property divisible among a bankrupt's creditors should not comprise any property acquired by or devolving on him after the date of his order of discharge, where such discharge is granted during the continuance of the bankruptcy, nor any property acquired by or devolving on him after the expiration of twelve months from the commencement of the bankruptcy, in the event of the bankruptcy not being closed or of the bankrupt not obtaining his discharge within that period. The provision for "closing" a bankruptcy under sect. 47 constitutes an important improvement in the administration of bankrupt's estates, but the procedure for closing should be regulated by general orders, and made as simple and inexpensive as possible. The "close" of a bankruptcy has an important bearing both on the bankrupt and his creditors. Its effect on the vesting of property under sect. 15 has already been noticed, and it also considerably affects the question of a bankrupt's discharge, and his status if undischarged. He cannot apply for a discharge until his bankruptcy is "closed," even though his estate has paid 10s. in the pound, unless his creditors by special resolution allow him to do so: (Sect. 48.) If undischarged when the bankruptcy is closed his property is protected for three years from the date of the close, and if he

be then still undischarged the debts due to his creditors revive. The Act has scarcely yet been in operation a sufficient time to judge of the benefits which may be derived from making an undischarged bankrupt's future-acquired property liable for the payment of his debts. At any rate, the obtaining by a bankrupt of his discharge is a very different matter now to what it was under the Act of 1861. Only 200 bankrupts out of a total of 4437, during the four years ending the 31st Dec. 1873, have been granted their discharge.

MR. BOLLAND, the well-known Accountant, of Liverpool, has addressed the following to the Bankruptcy Reform Committee:—

"10, South John-street, Liverpool,
1st Feb. 1875.

"Gentlemen,—The working of the present Bankruptcy Act being under the consideration of your committee, I take the liberty of offering a few suggestions. In doing so I would first observe that the rules are answerable for much that has created the strong feeling which exists as to the unsatisfactory character of the Act. Those framed for carrying out the provisions of the 125th and 126th sections, are perhaps most open to exception, and certainly, having regard to the great proportion of liquidations and compositions to bankruptcies, deserve greater consideration than the rest. The 125th section provides that a debtor unable to pay his debts may summon a general meeting, &c., but there is nothing to imply that the Court must be resorted to for so simple an object; yet the rules take the power virtually from the debtor and force him to go through the formality of presenting to the court a petition, and for what purpose? That notices convening such meetings of his creditors as may be necessary in course of the proceedings, may be sent in the prescribed manner. Why should we have to pray to the court for so small a favour? But, further, the court has no power to grant the request except as to the first notice, for it has no control over the trustee to compel him to call meetings in any prescribed manner. It is true that any resolutions which it may be necessary to submit to the court for registration, must be passed at a properly convened meeting, but in liquidations the majority of resolutions of creditors are simply for the guidance of the trustee, and do not come before the court. The great objection to proceedings by petition is that it unnecessarily brings into force court officialism, which means expense, delay and trouble, especially in the country districts, and, furthermore, it was never intended under the arrangement clauses of the Act, that the court should be resorted to except to assist creditors in asserting their rights. With that view it is no doubt necessary when a man fails that he should, to protect his property for the general body of creditors, declare his insolvency. The petition referred to contains such a declaration, but in lieu of a petition for that purpose, with all its formality and expense, I would suggest that the debtor who determines to call his creditors together should simply file with the registrar a declaration of insolvency; and to render it interesting as well as useful, the debtor should state therein the estimated liabilities and assets, and, if requisite, his desire to submit to the jurisdiction of the court of the district. In the form of petition now in use he submits to the jurisdiction of the court to which he presents his petition, all others being excepted. Thus, for instance, if the creditors transferred the proceedings to another court, the debtor might, if there was any virtue in the submission, plead that the other court had no jurisdiction. On the declaration being presented to the registrar he should file the same, and, after ascertaining from the debtor or his solicitor the nature of the case, *i.e.*, the amount of liabilities, the addresses of the principal creditors, and other particulars, appoint a day and place of meeting and mark the same on the declaration, which he should forthwith direct to be gazetted. The meeting should be appointed for the earliest possible day, having regard to the magnitude of the estate. In cases where the assets do not reach £200, which number eight out of ten, the meeting should be called on the eighth day, and not later, as it is a source of great complaint now that a debtor, by filing his petition, can keep possession of his estate for some three weeks, and, generally speaking, during that period making things, as it is termed, 'comfortable.' As receiver and trustee of about 500 estates under the present system, I have rarely found an instance in which the debtor has been strictly honest; but always either on the part of the debtor or his friends, I have found the chief study has been how to avoid surrendering the whole estate to the creditors. The present system affords unexampled facilities for such purpose. But to return to the suggestions. On the declaration being filed the debtor should be responsible for due notice of the meeting being given to all the creditors, and on the resolutions being presented for registration the registrar

must satisfy himself, as at present, that the meeting has been duly called. The notices could be in a short form, apprising the creditors of what can be done at the meeting, and not, as at present, contain a long legal jargon that is neither read nor understood by them. A list of creditors ought not to be filed in court, but should be in the solicitor's office, and open to the inspection of any creditor upon an order of the registrar, which should be made on some affidavit setting forth the grounds for such inspection. At present the system of filing a list of creditors in court is productive of one of the greatest evils in connection with the present system. All over the country there are established what are termed 'protection societies,' 'societies for protection of trade,' or some other delusive title, which generally consists of an adventurer who styles himself an accountant, and issues a prospectus, in which, on payment of a nominal subscription, he undertakes the charge of all subscribers' bad debts free of cost. These prospectuses are sent broadcast through the country, and nearly in every town they bring a certain number of dupes. On the statutory notice of a meeting, therefore, being received, it is sent at once to the so-called society, and thereupon the accountant obtains a copy of the list of creditors, and proceeds to scour the country for proxies, making representations, generally with but one object, viz., to obtain possession of the estate, not in the interest of creditors, but for his own benefit. Whatever amendments your committee may suggest in the present procedure, there are none which would give greater satisfaction than those which would prevent untrustworthy persons from being either receivers or trustees. To secure that object every accountant who seeks to undertake bankruptcy business should hold some certificate from the comptroller of his fitness, and there ought to be lodged in each court a list of persons so qualified. The test of fitness is more a matter of detail, but it would not be difficult to arrange a mode of selection. For instance, let the accountant obtain the signature of a certain number of legal functionaries in the town he belongs to, pretty much in the same way as a solicitor is required to do on obtaining a commission to swear affidavits. A knowledge of accounts is not the sole qualification for a receiver or trustee. He ought to be a person of experience with a thorough knowledge of the Bankruptcy Act, not with a view of advising on matters of bankruptcy, but to enable him to act on his own knowledge and judgement without having to fly to his solicitor in the smallest difficulty. My own experience is, that an accountant trustee, simply an accountant, saddles an estate with more legal costs than the former unpaid assignee. To return, I would suggest that on a debtor filing a declaration his property should be placed under the protection of a receiver who might be nominated by himself from the list already mentioned. The moment a man commits an act of bankruptcy he ceases to be a free agent; and to prevent him yielding to the importunities of creditors to return the goods bought from them, or in some other way to give them an undue advantage, his estate should be under the supervision of the court. Further, an independent individual should investigate his books, go through his stock, and prepare a reliable statement of accounts and report thereon, to be submitted to the meeting of creditors. Having spoken severely of the honesty of debtors, I cannot allow the opportunity to pass without saying that creditors' consciences are equally elastic, and I have rarely found a case where creditors, men of position, don't try all they know to obtain a preference over their fellow sufferers. They want watching as carefully as he debtors, and hence I should say their nomination of a receiver is open equally with that of the debtor to suspicion, but for choice give me the latter. In no instance where the receiver has been appointed by the court would I allow him to be displaced by a creditor's nominee, unless there has been some impropriety of conduct. Both the rules as to receivers and restraining orders, as they now exist, might with some slight amendments be retained, the suggestion I have made as to the abolition of a petition not affecting them. Where at a first meeting no resolution is come to, the court, on an affidavit of the facts, and upon the application of a creditor, ought to have power to adjourn the proceedings into open court, and to adjudge the debtor bankrupt, as under the arrangement section of the Act of 1849. I present a formal petition has to be filed, the debtor has to be served, and, although he can give no answer to the petition, ten days have to pass before adjudication, and another fortnight before the creditors can vest the estate in a trustee, at a cost too of £25 at the least, the whole estate being possibly less than £100. There are two other points to which in conclusion I would refer, viz., the accounts of the trustee and the meetings of creditors. As to the first, I would suggest that they should all pass under the supervision of the comptroller as in bankruptcy;

and secondly, that at all first meetings of creditors a registrar should preside. At present, creditors are misled by professional and semi-professional men to an enormous extent, and often they pass resolutions in utter ignorance of their effect. I have gone *seriatim* through the rules, and shall take the liberty of finishing my remarks in a few days, providing your deliberations are not at an end."

COURT OF BANKRUPTCY.

Tuesday, Feb. 23.

(Before Mr. Registrar MURRAY.)

Re GEORGE HENRY WILDES.

The Bankruptcy Act 1869—Choice of trustee—Duties of registrar—Proofs of relations.

The registrar being simply chairman of the first meeting, is not to try the validity of the debts, but only to satisfy himself that there is prima facie evidence of a bona fide claim. It is no ground for adjourning the admission of a proof of debt that it is one made by a relative of the bankrupt. The present Bankruptcy Act distinguishable from former ones, inasmuch as there is now a committee of inspection to supervise the acts of the trustee.

THE bankrupt, described as of Lowndes-square, gentleman, was formerly a captain in the 2nd Cheshire Militia. He was the defendant in an action for breach of promise of marriage, tried at the Liverpool Assizes some twelve months ago, in which damages for £3000 were found. Previously to the trial he re-married his divorced wife, and took up his residence in Brussels. The plaintiff in the action, unable to obtain the fruits of her verdict, instituted proceedings in bankruptcy, alleging as the act of bankruptcy, that the plaintiff was remaining out of England with intent to defeat and delay his creditors. The hearing of the petition, which came on in due course, was adjourned a great number of times, but finally, after a considerable expense in bringing witnesses from Brussels and elsewhere, the learned registrar pronounced an adjudication of bankruptcy. The order was delayed, being drawn up for some time with a view to give the parties an opportunity to compromise the matter, but that object not being attained the adjudication was advertised, and the 9th Feb. appointed for the first meeting of creditors. At this meeting the Act provides that a majority in value of the creditors shall have the power to appoint a trustee, and a like majority can appoint some fit persons, not exceeding five in number, being creditors or proxies for creditors, to form a committee of inspection, for the purpose of superintending the trustee in the administration of the estate. The creditors at the present meeting were all represented by proxies, Messrs. Hulse and Son holding proof and proxies by London and other creditors for about £3000, Messrs. Allen representing the plaintiff in the action, whose claim with costs was £2300, or thereabouts, and *Fenlay Knight* instructed by Messrs. Hulse appearing for the mother of the bankrupt, who tendered a proof for £6000. The latter claim was disputed by Messrs. Allen, and they insisted upon the attendance of the mother for cross-examination, and she accordingly came into court. Her evidence was to the effect that she had at various times during the last six years paid off her son's debts at his request and she produced an account which showed that her claim was made up of these payments, of interest thereon, and on money advanced, and charges for the maintenance of her son's children. She further, on being pressed as to whether the money paid for, and advanced to, him, were not loans but gifts, persisted in her statement that they were loans, and in corroboration thereof said that she had, at the time she signed the cheques in favour of her son, written on the counterfoils the word "loan." These counterfoils not being produced the opposing creditor submitted that there ought to be an adjournment for their production and for the attendance of the bankrupt, who had not surrendered to the adjudication. The Registrar accordingly directed an adjournment to the 23rd instant, and on that day *Yate Lee* represented the opposing creditor, *Lanyon* (instructed by *Hulse*) the mother, and *Hulse* the other creditors. *Lanyon* tendered an amended proof of the mother for £7500, as also an amended account, showing how it was composed. She was thereupon submitted to an examination by *Yate Lee* on the items of the account, and as to the discrepancy between her present claim and that which she swore to as correct at the first meeting. Her explanations were somewhat vague and inconsistent, but she produced the counterfoils of the cheque books on which, in many instances, there appeared the word "loan," which she stated was written at the time the cheques were drawn. *Lanyon*, after a few questions in re-examination, tendered the bankrupt for examination on the claim, but the opposing counsel declined to call him, and addressed the registrar on the facts adduced.

Yate Lee submitted that it was clear the claim of the mother was one which required a far closer investigation than had taken place, and was eminently one for the trustee to prosecute at a further stage of the proceedings. It was a recognised principle of bankruptcy law that wherever friendly creditors, such as relatives, sought to carry the appointment of assignees, and thereby probably smother investigation, their proofs should be adjourned until the independent creditors had chosen a trustee of their own selection. He cited the case of *Re Biggs* (31 L. T. Rep. O. S.), before Mr. Commissioner Fonblanque, in which this doctrine was acted upon. It might be said that the law was now changed, the creditors having power to appoint a committee of inspection, consisting of five of their number, to supervise the acts of the trustee, but this apparent safeguard was in reality a delusion in this case, for the very majority of friendly creditors who could choose the trustee, nominated the committee of inspection, and they would be the mere creatures of the trustee, with no legal responsibilities, and, for aught provided for by the Act to the contrary, might be the five clerks of the proposed trustee, who no doubt, as is usual under the present system had canvassed for and obtained proofs and proxies in the names of himself and clerks. *Lee* further adverted to the nature of the claim of the mother, and finally contended that no injustice would accrue by adjourning her proof for the investigation of an independent trustee; but, on the contrary, the door would be closed to what might be a serious failure of justice.

THE REGISTRAR, without calling for a reply, said that he quite agreed with the learned counsel that this proof was one eminently requiring investigation on the part of a trustee, but he could not close his eyes to the fact that he was simply the chairman of the meeting, and that his duties were confined to seeing that the objects of the meeting, namely, *inter alia*, the choice of a trustee were carried out legally. Here a proof of debt had been tendered by the mother upon which she had submitted herself for examination, and produced accounts in verification thereof, as well as other evidence, all of which tended to show the bona fide nature of her claim, and he as chairman did not think he should be justified in excluding it. Her proof being admitted she had full right to vote in the choice of trustee. With respect to the case cited he acknowledged the principle there laid down and acted upon under former bankruptcy Acts as most salutary, but he could not ignore the fact that now the trustee was bound to act under the supervision of a committee of inspection, consisting of not more than five and less than two of the creditors, and, notwithstanding the observations of the learned counsel, he considered there must be some virtue in such a provision, otherwise it would not have been introduced. As to the remarks upon the suspicious character of relatives' claims, they had often been urged in that court, but he failed to see their force, as he could not imagine a person in need flying to another for assistance sooner than to his own relatives, and, therefore, he did not see the justice of leaving them in the cold.

The choice was then proceeded with, and Mr. Whitney, with the proxies held by Messrs. Hulse, was appointed trustee; a committee of inspection also being appointed by the same proxies.

LEGAL NEWS.

THE Lord Chancellor has ordered that the offices of the County Courts may be closed on the 29th and 30th days of March 1875.

MARINE INSURANCE.—In the year ended the 31st of March last the stamp duty on marine insurances amounted to £127,397, being an increase of £8238 on the preceding year.

THE CHANCERY EASTER RECESS.—The Easter vacation of the Court of Chancery has been appointed by the Lord Chancellor to commence on the 27th March, and terminate on the 5th April, both days inclusive.

THE *Morning Post* announces that Mr. A. Staveley Hill, M.P. and Q.C., has been appointed counsel to the Admiralty and Judge Advocate of the Fleet, in place of Mr. Justice Huddleston.

We are glad to hear that the Council of the Incorporated Law Society have placed themselves in communication with Mr. W. T. Charley, M.P., upon the subject of the Legal Practitioners Society's Bill of the present session.

It was stated during a trial, in the Court of Exchequer, of an action for false imprisonment, that the Oxford city magistrates refused to release a man from custody on the bail of one of his witnesses, who was deemed ineligible on that ground. The Lord Chief Baron remarked that this was a most unheard-of proceeding on the part of the justices. In summing up, his Lordship commented in strong terms upon the conduct of a magistrate giving a person private advice in a matter "was to come before him in a judicial capacity."

THE possibility of a vacancy at an early date in the Irish Court of Common Pleas has led to much speculation. It is said Baron Fitzgerald may be made chief of that court.

THE Court of Common Pleas has decided that a candidate at a municipal election had a right as such to be present at any polling station, and at the place appointed for the counting of votes.

STAMPS ON DEEDS.—There was a large increase of stamps on deeds and other instruments in the year ended March 31 last. The net sum realised was £1,991,001, being an increase of £35,713 on the preceding year.

VICE-CHANCELLOR MALINS has overruled a demurrer to a motion to restrain the Appollinaris Company from continuing to advertise an apology obtained from Mr. Fisher, a mineral water manufacturer, on account of his having infringed their rights, and the advertisements are to be discontinued pending the judgment of a Court of Appeal.

THE *Hour* understands that at a meeting of Conservative peers at the Duke of Richmond's residence, it was resolved to postpone all action in the matter of the Appellate Jurisdiction of the House of Lords until after the report of the Judicature Bill. This will not be made before Easter, and on the report Lord Redesdale's amendment will be considered.

VICE-CHANCELLOR MALINS made an order on Saturday in a cause in which it is stated that every judge on the Equity Bench has held briefs. It relates to the will of a gentleman who died in 1829, leaving an estate which is now valued at £135,000. His three sons have been in litigation ever since, and the costs are said to amount to £10,000.

"PAPER-BUILDINGS, TEMPLE."—A propitious fate (says a correspondent) appears to have fallen to the share of "Paper-buildings, Temple." Not many weeks since it was recorded that Mr. Serjeant Ballantine, from No. 1, had secured a brief with six thousand guineas marked upon it to defend the Guicowar of Baroda. Then came the news that Mr. Field, the railway lawyer, from No. 4, had been promoted as Mr. Justice Field; also, that Mr. Richard Garth had been appointed Chief Justice of Bengal; and now Dame Fortune has entered No. 2, Paper-buildings, and seated Mr. Huddleston upon the Judicial Bench.

INDIAN JUDGES.—Referring to Mr. Justice Holloway's intention to leave India for good in March next, the *Friend of India* remarks:—"The acumen and great learning of this experienced judge will be sadly missed in the Madras Presidency. He is one of the few judges who can be said to have a thorough mastery of Roman law." This same learned judge was asked by the Viceroy to sit with Sir Richard Couch as a member of the commission to inquire into and report upon the grave charges brought against the Guicowar of Baroda. We are unable to say what reply the learned judge gave to the requisition of the Viceroy. The Honourable L. C. James, judge of the High Court of Judicature, Madras, has leave of absence on medical certificate for six months from 1st February, 1875.

CHIEF CLERKS IN CHANCERY.—Of these officers there are twelve. Three are attached to the Master of the Rolls, and nine are distributed amongst the Vice-Chancellors. They are paid a minimum salary of £1200, and a maximum of £1500. They are assisted by forty-six clerks, viz.:—Twenty-five junior clerks, at a minimum salary of £400, advancing by yearly increments of £20 after five years' service to £500; nine additional clerks, of whom eight are at fixed salaries, ranging from £200 to £300, and one enters at £250 and advances by £10 a year to £300; twelve assistant clerks, who enter at £150, and advance by annual increments of £10 after five years' service to £250.

THE LATE LORD ST. LEONARDS.—"I am all the more surprised to find that I am still the only man who believes in an avenging Providence, when I notice how often it finds us out. Lord St. Leonards has just died, a comforting example of this. One of the finest lawyers that ever lived (for the name of Sugden was one to conjure with), his greatest and most cherished principle was the duty of every man to make a will. He even went beyond this, and believed that every man ought to know how to make it; and he wrote a book to bring that knowledge within everybody's reach. He himself made for himself a will, which he cherished as the greatest of his works, and which he was wont to read to his family whenever he discovered in them a demand for improving literature. This will was kept in a kind of sacred ark, which was an object of reverence and awe to many generations, and it was looked to as the greatest monument of the family. When, therefore, he died it was thought hardly worth while to read the will, since everybody knew what was in it. In deference, however, to the common prejudice for regularity the ark was opened, when, to the stupefaction of all, there was no will to be found, neither has any been found to this day. It is enough to drive all the conveyancers in England into lunacy."—*Vanity Fair*.

LORD MAYOR'S COURT — FOREIGN ATTACHMENTS.—The number of foreign attachments issued in 1873 was 945, for a total amount of £663,129. In 1872 the number of attachments was the same. The jurisdiction of the Court in foreign attachments, as has been before stated before stated by the late registrar, Mr. Brandon, extends only to commercial debts accruing in the City of London, and not to such debts accruing abroad. It has also been remarked by the registrar that the amount for which judgment is signed forms no criterion of the sums recovered in attachments, as the majority of the cases is settled by parties themselves out of Court, and thereupon the proceedings are withdrawn. In 1873, 355, or 37.5 per cent., of the number of attachments issued, for £316,674, or 47.7 per cent., of the amounts were withdrawn.

THE will of Mr. Archer Thomas Upton, solicitor, of Austinfrars, and of the Lees, Folkestone, who died on the 7th ult., was proved on the 16th inst. by Mrs. Jane Upton, the widow, and the Rev. Archer Upton and Mr. James R. Upton, two of the sons of the deceased, the acting executors, the personal estate being sworn under £80,000. The testator leaves to his eldest son, the Rev. Archer Upton, the advowson to the rectory of Stowting, Kent, with the glebe lands, messuages, and hereditaments held therewith; and the remainder of his real estate, with all his leasehold and personal property, to his wife for her use and enjoyment during life, with a power of disposal in her lifetime or by will. Subject thereto on her death, he distributes among his three sons the various articles of plate and other testimonials presented to him at various times by order of the Russian Government and others, and gives to his said eldest son £30,000; to his son Mr. C. W. Upton, his leasehold house at Folkestone, with the stables, and £20,000; his furniture and household effects, between his three sons, and the residue of his property to his son, Mr. James Richard Upton.

THE LIABILITY OF RAILWAY COMPANIES.—We are informed that the appeal from the decision of the judge of the Reading County Court, Mr. H. J. Stonor, in the case of *Becke v. The Great Western Railway Company*, has been abandoned. It will be remembered that more than a year ago, in the case of *Forsyth v. The Great Western Railway Company*, the same judge decided that the defendants were liable for neglect in not conveying passengers to their destinations at the times mentioned in their tables unless they could show good cause for their failing to do so. To meet this case the company devised a new condition or bye-law—viz., that the company should not be liable "except for wilful neglect of their servants." In the case of *Becke v. The Great Western Railway Company*, heard last October, Mr. Stonor decided, first, that the new condition or bye-law was *ultra vires*; and, secondly, that if it was not illegal and void, the porters of the company or their superintendents were guilty of wilful neglect in consequence of the porters not attending in sufficient numbers to unload and load luggage at the Reading station whereby the train was detained several minutes and the plaintiff lost a corresponding train of the same company at Twyford and was compelled to take a fly to complete his journey to Henley. The defendants were therefore liable to the plaintiff for the expense of hiring such fly. The case for appeal was settled in December last, and stood for hearing, it appears, before the Court of Queen's Bench last term, but the railway company have been advised by Mr. Manisty, Q.C., and Mr. Wightman Wood to abandon it. Mr. Stonor's decision may therefore be regarded as established.

THE APPELLATE JURISDICTION OF THE HOUSE OF LORDS.—Lord Elcho writes to the *Standard*: "I have to ask the favour of your giving insertion in your paper to the enclosed document, which has a most important bearing at the present time on the question of the appellate jurisdiction of the House of Lords. 'To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled: The humble petition of the Society of Writers or Clerks to her Majesty's Signet, under their common or corporate seal, sheweth—That previous to the Treaty of Union it was the right and privilege of the subjects in Scotland to appeal to the Parliament of that country against all decrees of the Court of Session by which they might consider themselves aggrieved; and since the Union they have possessed the privilege of having the decrees of the said court reviewed by appeal to your Lordships' House as the high court of appeal common to both parts of the United Kingdom. That the judgments of your Lordships' House in such court of appeal have been invariably regarded with the utmost respect both by the public and the legal profession, and the privilege of such appeal has been highly valued as one of the great safeguards of the due administration of justice in the country. That the people of Scotland, as possessing a system of jurisprudence differing in many respects from that of England, are entitled to have their causes disposed of in the court of last resort by judges whose previous

experience shall have duly qualified them to deal with questions of Scotch law, and that the great and eminent lawyers who have advised your Lordships' House in Scotch appeals have been singularly qualified in that respect by their practice in Scotch cases at your Lordships' bar and by their attainments in the law of Scotland, which were thereby acquired by them. That the circumstance that the judgments of the court of appeal were pronounced by one of the legislative bodies of the constitution, gave a weight and solemnity to their decrees which could not be possessed by any other court. That by the Bill intitled, 'An Act to amend and extend the Supreme Court of Judicature Act, 1873,' which is now depending in your Lordships' House, it is proposed to transfer the right of appeal from your Lordships' House to a new tribunal, to be called Her Majesty's Imperial Court of Appeal, which is to form a branch of the court constituted under the Supreme Court of Judicature Act, 1873. That this new tribunal will not possess, in the opinion of the people of Scotland, the same qualities for disposing of appeals from that country as is possessed in your Lordships' House, and it is conceived that in respect both of the constitution of the court, and of the manner in which justice will be there administered, the peculiarities of the system of Scotch law may be overlooked or misunderstood, to the injury of persons in Scotland pursuing suits at law, and to the detriment of the law itself. That by the 19th section of the Treaty of Union of the two kingdoms it is specially provided 'That no causes in Scotland be cognoscible by the Courts of Chancery, Queen's Bench, Common Pleas, or any other court in Westminster Hall; and that the said courts, or any other of the like nature after the Union shall have no power to cognosce, review, or alter the acts or sentences of the judicature within Scotland, or stop the execution of the same.' And it is conceived that the institution of the said new court of appeal would be an infraction of this article of the Treaty of Union, of which the people of Scotland will be entitled to complain. That your petitioners, as forming an important part of the legal profession in Scotland, and as being through their position intimately acquainted with the opinions and desires of the people of Scotland on this subject, have made bold to approach your Lordships' House, and pray that your Lordships may be pleased to take measures to prevent the institution, so far as regards Scotland, of the proposed new court of appeal, or the transference to that or any other court of the appellate jurisdiction, in Scotch causes, presently vested in your Lordships' House; and your petitioners will ever pray.—IN NAME AND BY AUTHORITY OF THE SOCIETY."

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

COSTS OF PROSECUTING FRAUDULENT DEBTORS.—If "A. Z." will refer to the General Rules made in Sept. 1873, under the Bankruptcy Act 1869, and the Debtors' Act 1869, he will obtain all the information he requires. E. W.

ELLIS v. ELLIS.—Allow me to express my decided difference of opinion to yours, appearing in the *LAW TIMES* of the 27th inst., with reference to Vice-Chancellor Hall's judgment in *Ellis v. Ellis*. I contend that the testator giving all his property to his wife, "trusting she will do justice to any children we may have," for her own and absolute use and benefit, means leaving it to her to do as she liked, and therefore the very opposite to a trust, there being nothing certain or imperative, or expressing a decided wish or desire, sufficient to create a trust, as laid down in the case. It is not the objects or subjects only that must be certain, but also the wish or desire must be certain and imperative. The judgment of the Vice-Chancellor is supported by various cases in point, showing instances of no trust being created, and particularly by the cases of *Pope v. Pope* (10 Sim. 1); *Webb v. Woods* (21 L. J. 625, Ch.); *Wood v. Cox* (2 M. & C. 684). A SOLICITOR.

LAND TRANSFER.—I received this morning from a client, Mr. Wiles, of Horbling, Fallowfield, a very able man, a letter accompanied by a petition lately presented to the House of Commons by many Lincolnshire solicitors against the Land Titles, &c., Bill, in which letter he approves of one lately written by me in the *Standard* on the subject of Land Transfer, and "which he had read in the *LAW TIMES* of 20th of this month." I have just borrowed the *LAW TIMES* of 29th Feb. from our library, and find (p. 284 "Solicitors' Journal") that your paper correctly observes "No such letter as that of Mr. E. K. Karaka appeared in the lay newspapers, when the two previous bills were before Parliament, and it is

not till the Chancellor abandons compulsory registration *volens volens*, that the public are informed that the views of solicitors in this respect are correct." I beg to say that soon after I read Lord Selborne's proposed Bill I addressed to the *Times* a letter containing my views on the subject, but, though that newspaper generally inserts any communication (very rarely made) which I send to them, they did not print this letter, probably because my views did not agree with those expressed by the writers of their own "leaders" on the subject.

E. K. KARSLAKE.

EXPENDITURE IN ADVERTISEMENTS.—I have read the remarks of your correspondent "V." in your impression of the 27th inst., relative to advertisements for the creditors of deceased persons, under the Act 22 & 23 Vict. c. 35. I presume that on granting the privileges which the Act confers upon executors, it was the intention of the Legislature that publicity should at the same time be given of the debtor's decease to his creditors. The Act in question (32 & 33 Vict. c. 35) provides that the executors shall not be answerable for the debts of their deceased testator after the distribution of the assets of his estate, provided that they have given such notice to the creditors by advertisement as the Court of Chancery would have required to have been given under similar circumstances. Nobody can doubt the wisdom of this enactment, and that such relief is rightly afforded to executors, whose office is merely honorary, and excludes them from taking any benefit for their services in relation to the estate of their testator. This latter provision is, I think, equally salutary. In regard to estates in the course of administration under the direction of the Court of Chancery, it is usual, I believe, at chambers to direct that the advertisement for creditors shall be issued once in the *Gazette* and twice in each of two daily papers circulating in London; and further, if the deceased died abroad or in the country, it is usual to require, in addition to this, that the advertisements shall be inserted once in two of the principal papers circulating in the district where the testator resided at the time of his death. I admit that the expense of these advertisements falls heavily upon small estates, but it must be conceded that the interests of the creditors of the deceased are paramount to just those of the beneficiaries under the will, and that in depriving the former partially of their rights against the executors of the deceased, they should be compensated by a requirement that the utmost publicity should be given by the executors to the fact of the debtor's decease, and the intended distribution of his estate. If your correspondent "V." will look at the *Times* newspaper of the 2nd inst., he will find many such advertisements as he desires. The Act does not prescribe any particular form of advertisement, and therefore I presume that all that is required is the name of the deceased, the date of his death, the names and addresses of his executors, a time limited for bringing in claims, and for distributing the assets of the deceased person, and the name and address of the person to whom the claims are to be sent. These particulars embodied into a short form of advertisement are, I believe, all that are necessary. I would suggest some such form of advertisement as the following: "A.B., deceased.—Pursuant to statute 22 & 23 Vict. c. 35, all persons creditors of A.B., late of _____, are required to send in their claims to C.D., of _____, the executor of the said A.B., on or before the _____ day of _____ 1875, after which date the said C.D. intends to distribute the assets of the said deceased, having regard only to the claims of which he shall then have had notice." I should certainly feel disposed to adopt the suggestion of your correspondent as to advertising for creditors of deceased persons by means of a short summary in a column of the *Gazette* specially devoted to the purpose; but I think that it is more in the interest of the public at large that greater prominence than is suggested by your correspondent's mode of advertisement should be given to creditors of the fact of the decease of their debtor.

H. T. N.

FOLIOS IN THE COURT OF PROBATE.—The tendency of the present day being to simplify the practical operation of law, and, where practicable, to introduce uniformity of procedure, it seems strange that some of the smaller defects of administration should, as it were, pass unchallenged. The point to which I wish to call attention in this instance is the practice of the Court of Probate to require ninety words to the folio, whereas the rate in general use is seventy-two. But what is still more extraordinary is the fact that the Court of Probate is inconsistent with itself, and presents the anomaly of using seventy-two words per folio for some things and ninety for others. What reason there is why the Court of Probate should retain the old rate of ninety

words, I cannot conceive; but for practical purposes, the sooner this exceptional state be abolished the better.

SPECTATOR.

CLERKS IN DISTRICT PROBATE REGISTRIES CONDUCTING PROBATE BUSINESS.—A great deal (but not too much) has for some time past appeared in your columns respecting a band of freebooters bearing the title "our invaders." One set of pilferers has, however, escaped notice, and it is in the hope of drawing attention to them, and of eliciting the experience of others, that I crave type for this letter. I allude to the clerks in the District Registries of the Court of Probate. I say "District" registries; of the principal registry I cannot speak; others who can, perhaps will. These men are in the habit of acting for executors, or next of kin, by preparing the papers necessary to procure probate or letters of administration, thus trespassing on ground, the legitimate possession of solicitors. I presume they do so, either without the sanction or in violation of the orders of their official superiors; at any rate, if the authorities are aware of such a practice they ought to forbid it; and if they are not it is the duty of the Profession to make them cognizant of it. I shall be glad to hear whether others can confirm me in this.

MIGEL.

[We are aware that clerks in these district registries deal with a great deal of work which ought not to be undertaken by Government officials. It would be well if the attention of the Lord Chancellor was directed to the matter, as such a practice is likely to lead to all kinds of irregularity.—ED. SOLS' DEPT.]

LAND TRANSFER.—As you were good enough to publish, in last week's *LAW TIMES*, a paper I had written to be read at a meeting of the Norfolk and Norwich Law Library Society during last session, perhaps you will kindly allow me to correct the two following slight errors which appeared therein. I stated that "the expense of preparing titles for registration would be such that landowners would hesitate (omitted) unless compelled to deprive their successors of that pleasure." And, further on, that "another great disadvantage might be mentioned, viz., the delays which would occur in putting conveyances through the registration office."

EDW. L. COPMAN.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

123. **WILL.**—P. by his will, dated in 1872, gave and devised the residue of his property real and personal to be divided between A., B., C., D., and E., in equal shares and proportions. He then adds a direction that the sum of £100 be deducted from the share of A. when the bequest to him shall become payable, and the sum of £300 be deducted from the share of B. at the like time. The testator does not give any reasons why these deductions are to be made, or any directions what is to be done with these two sums, and the solicitor who drew the will is dead. Will the £400 fall into the residue and become equally divisible between the five residuary legatees, there being nothing in the will inconsistent with this view, or does the testator die intestate as to this sum? Early answers and references will oblige.

B.

124. **BUILDING SOCIETY—MORTGAGE.**—Is a mortgage to a building society incorporated under the Building Societies' Act 1874 to secure subscriptions, &c., to the extent of £500, liable to stamp duty? Perhaps some professional brother has had a deed of this character adjudicated.

A. B. C.

Answers.

(Q. 116.) **LIGHT.**—This question depends upon whether the land on which the tenement stands, and the yard into which the window looks, have been occupied by different persons for twenty years, or more. If such were the case, there would be a presumptive right of light in the owner of the tenement, and damages might be obtained from the party building the wall: (See *Cross v. Lewis*, 2 B. & C. 686.)

SIGMA.

LAW SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 4th inst., the following being present—viz., Messrs. Steward (chairman), Burges, Carpenter, Hedger, Kelly, Lovell, Masterman, Sawtell, Scadding, Sidney Smith, Styan, Thomas, Tyles, and Roodie (secretary). A grant of £50 was made to a member, a grant of £10 was made to the widow of a deceased non-member, one new member was elected, and other ordinary business transacted.

PORTSMOUTH LAW STUDENTS' SOCIETY. THE second open night of the session in connection with the above society, took place on Monday last, at the Masonic Hall, Portsmouth. H. C. Way, Esq., solicitor, in the chair.

The subject for discussion was, "Has the character of Oliver Cromwell been unjustly assailed?"

The principal speakers in the affirmative were Messrs. G. McClard Whitehall, and R. Edgcombe Hallyer; and in the negative Messrs. Arthur W. Mills, and E. Parker Blake. On a division there was a majority for the negative by one vote.

The usual vote of thanks to the chairman terminated the proceedings.

LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Friar-lane, Leicester, on the 24th ult., Mr. G. F. Stevenson in the chair. The subject for discussion was, "A, during infancy, contracts a debt (not for necessities), and after attaining full age gives the creditor a bill of exchange for the amount. Can a *bond fide* holder for value of such bill maintain an action on it against A.?" (37 & 38 Vict. c. 62). Mr. Moore and Mr. Rowlatt spoke in the affirmative, and Mr. Chamberlain and Mr. Willcox in the negative; and after other speeches the votes for the affirmative and negative were found to be equal, and the chairman declined to give a casting vote.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall on Wednesday, the 3rd March 1875, Mr. Jerrold Joseph in the chair. Mr. Hanhart, LL.B., opened the subject for the evening's debate, viz., "Can a witness who has been subpoenaed and given evidence sue the party calling him for compensation for the loss of the time?" The motion was rejected by a majority of six.

Mr. J. S. Rubenstein, of No. 5, Raymond-buildings, Gray's-inn, W.C., was elected Hon. Sec. of the society in the place of Mr. F. J. Baker, resigned. Mr. Rubenstein will be happy to forward particulars of the society to any gentleman desirous of becoming a member.

The subject for next week's discussion is—"That the means afforded by the bankruptcy Act of avoiding the payment in full of just debts are irrational and should be abolished; a debtor to be capable of obtaining only temporary protection; the operation of the Statute of Limitations to be suspended during the period of protection." To be supported by Messrs. Rubenstein and Garrod. To be opposed by Messrs. Bone and Ryan.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

DISCUSSION ON THE TRANSFER OF LAND.

At a meeting of the Manchester Students' Debating Society, held on Tuesday evening, the 23rd Feb. last, at the Law Library, Cross-street, a discussion took place on the transfer of land, the subject being introduced by

Mr. Bateman, who said it was admitted on all hands to be the duty of those proposing any change, and especially if a serious change, to show cause for so doing. He therefore contended that before this grand system of conveyancing, which had existed for generations, and had received the approval of the brightest luminaries in the legal profession, was altered, the Bill proposing such alteration should be closely criticised, and he submitted that this society should enter a protest against the Bill recently introduced by the Lord Chancellor. He begged them, however, to ignore all narrow considerations of professional remuneration, and to remember that they were discussing the Bill on wide public grounds, as to whether it would be useful, and whether the reform it proposed was necessary or practicable. It would be his pleasant duty to show that the reform it proposed would be impracticable, and that the very principle of the measure—the registration of title—was a bad one. He did not stand alone in this opinion, as it was held by many learned lawyers, including the late Lord St. Leonards, who, in one of his publications on real property law, said that "a general registry of title is unadvisable." When this bill was laid before them they naturally asked what was the object of it? He presumed its primary object was to secure a good title to those holding property; secondly, to prevent the purchaser from being imposed upon; and thirdly, to save expense. With regard to the first object, let them suppose that a man had a good title, but wished to secure an indefeasible title by getting it registered under this title by getting it registered under this Bill, what better was he for it if he had his title deeds before him? Supposing, on the other hand, that his title was bad, and he applied to have it registered, which was refused, he would be so much the worse by its having got abroad that such application had been made and refused. Then

as to the saving of expense, he should show that far more expense would be entailed than under the present system. In 1862 a Bill was passed called the Land Registry Act, the object of which was the same as that of the present Bill. Officers were appointed under the Act, including a registrar with a salary of £2500 a year, and an assistant registrar at £1500. Those gentlemen had held their office thirteen years, and yet the property which had come under the supervision amounted to only a few thousands of pounds in value. The Act was practically a dead letter, people having found out that it was much cheaper, and more secure to go to their attorney and get him to prepare title deeds which should be in his or their possession. One of the main objections to the present bill was the heavy fees required upon a first registration. They would have the registrar, his assistant, conveyancers, solicitors, messengers, and clerks, to pay for. There would be fees on the application, fees for the attendance of the officers of the court, and various other charges. Another great objection was the delay that would arise in obtaining a certificate of title, every title having to go before the registrar before it became valid, so that in a place like Manchester, where so much conveyancing was done, the registrar would have more work than he could get through, and a person might have to wait six months or even a year before getting his title proved, whereas a conveyance could now be obtained from an attorney within a specified time. Again, the registry of titles must necessarily be a very large book, containing say a thousand pages; were they to search through those pages to find a title; or if indexed, and the entry had by mistake been omitted, was that register to be binding, and a person to lose his property by a mistake of that sort. Then again, supposing the registry took fire, and the titles were destroyed, imagine what a commotion would be produced in a place like Manchester. Another important question for consideration was whether people to have government officials entering their houses to make inquiries as to whether any changes had taken place in the family by death or otherwise that would effect a property title. A similar objection must be felt to that provision in the bill under which the registry was to be open to the inspection of anybody who chose to search. Then with regard to responsibility, under the present system, when a man instructs an attorney to prepare a deed he holds the latter responsible for its correctness, and can fall back upon him for compensation in case of pecuniary loss through any defect in it. But under the present bill the registrar and his officers were exempt from all liability for mistakes that may arise. The certificate given by the registrar would not be much shorter than ordinary title deed, as it would have to contain a full description of the property. And this would be prepared at the expense of the purchaser, by officials who could make their own charges, and if the purchaser was aggrieved his only remedy was the Court of Chancery, so that in this respect the transaction would be no cheaper than under the present system. The clause relating to the boundaries of property was also most objectionable, for if the entry in the register was not to be considered conclusive evidence of the boundaries of the property therein described, people would be in a worse position than they were before. After quoting some remarks of Lord St. Leonards condemnatory of the Act passed in 1862, which was very similar to the present bill, he moved—“That the bill relating to the transfer of land, introduced by the present Lord Chancellor on the 9th Feb. cannot be considered a satisfactory measure, and that the present practice relating to the transfer of land does not need reform.”

Mr. J. H. Slater, the honorary secretary, seconded the motion. He said anyone who had the slightest knowledge of conveyancing must know that the registration of titles could not do otherwise than increase the expense. He did not think there were any landowners who cared anything about the Bill, the majority of small owners had probably never heard of it, and to the large owners it would be useless. The only persons it could possibly benefit were the middle classes, and in that case, supposing the fees did not cover the expenses of the office, would it not be unjust that two classes of the people should be taxed to make up the deficiency for the benefit of the third class? The late Lord Chancellor, at the close of last session, withdrew all purchases which did not amount to £300 in value from the operation of the compulsory clauses of the Act, thus virtually admitting that such a system would be injurious to the small property owners. If they would notice the proceedings of Parliament, they would find that in almost every session there were some members who seemed to consider it their bounden duty to get up a cry for law reform in some direction, not because it was wanted, but in order to make a bit of fuss in the House, or create special committees upon which they might hope to be placed.

Mr. Cooper and Mr. Whittaker also spoke.

The Chairman (Mr. H. E. Prest, barrister) said the main argument had been that neither this Bill, nor any other that had been introduced, gave promise of the work being carried out differently, except at much greater expense than at present. He thought they had made out a good case against the Bill as it stands, and he had never met with anyone who saw his way clearly to introducing any system by which the expenses could be reduced. He did not agree with Mr. Whittaker that a registration of title only would be sufficient, because he thought they must have the encumbrances entered also. With regard to the exposure by the register being open to inspection, he thought that would be an unmitigated good instead of an evil.

The motion was then passed, Mr. Cooper alone dissenting.

The question as to whether a valid bequest of personality could be made, subject to a collateral limitation on marriage generally, was next discussed.

Mr. J. H. Slater appeared on the part of the affirmative, and Mr. Whitaker and Mr. Jones for the negative. After an interesting argument, in which Messrs. Atkinson, Watts, and several other gentlemen also took part, the question was decided by a majority of five in favour of the affirmative.

After a vote of thanks to Mr. Prest, the proceedings terminated.

MANCHESTER INCORPORATED LAW ASSOCIATION.

REPORT OF COMMITTEE.

NOTWITHSTANDING the dissolution of Parliament, the change of Government, and the consequently shortened session, several measures of importance to the profession characterised the legislation of the year, among which may be mentioned:

The Leases and Sales of Settled Estates Amendment Act, 1874 (37 & 38 Vict. c. 33), enables the Court of Chancery, on certain notices being given, to dispense with consents which were required by the principal Act.

The False Personation Act, 1874 (37 & 38 Vict. c. 36), enacts that “If any person shall falsely and deceitfully personate any person, or the heir, executor, or administrator, wife, widow, next of kin, or relation of any person, with intent fraudulently to obtain any land, estate, chattel, money, valuable security, or property, he shall be guilty of felony.”

Powers Law Amendment Act (37 & 38 Vict. c. 37), provides that future appointments under powers not exclusive shall be valid, notwithstanding some of the objects have been altogether excluded.

The Married Women's Property Amendment Act (37 & 38 Vict. c. 50), enacts that a husband married after the 30th July, 1874, is liable for the ante-nuptial debts of his wife; but his liability is limited to the extent of the property he becomes entitled to in consequence of the marriage.

The Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), which does not come into operation until the 1st Jan. 1879, reduces the general period of limitation from twenty years to twelve, with a limitation of thirty years as the utmost allowance for disabilities.

The Infants Relief Act (37 & 38 Vict. c. 62) declares contracts by infants, except for necessities, void; and no action can be brought on any ratification made after majority, whether any new consideration for the ratification may have been given or not.

The Attorneys and Solicitors Act (37 & 38 Vict. c. 68) removes the restriction imposed by 23 & 24 Vict. c. 127, s. 10, and enables article clerks, with the consent of their employers and the sanction of a judge, to hold other office or employment. The Act also provides (s. 12) that “any person who wilfully and falsely pretends to be, or takes, or uses any name, title, addition, or description, implying that he is duly qualified to act as an attorney or solicitor, or that he is recognised by law as so qualified, shall be guilty of an offence under this Act, and be liable to a penalty not exceeding ten pounds for each such offence.”

Vendors and Purchasers Act (37 & 38 Vict. c. 78).

—This important measure introduces many beneficial changes in the law of vendors and purchasers. It enacts that in the completion of any contract of sale made after 1874, forty years shall be substituted for sixty years as the root of title. In the absence of stipulation to the contrary, it regulates the obligations and rights of vendor and purchaser as to evidence of title, the production and custody of deeds and in other respects; and contains provisions for the conveyance, by personal representatives of deceased mortgagees, and bare trustees, of real estate vested in them. It provides that no priority or protection shall be given to any interest in land by reason of its being protected by, or tacked to, any legal estate. When a will has not been registered in Middlesex or Yorkshire, an assurance of the land to a purchaser or mortgagee by the devisee shall, if registered before, prevail over any assurance by

the testator's heir. The Act also enables a vendor or purchaser to obtain, in a summary way, the decision of a judge as to requisitions or other questions arising out of the contract.

Judicature Act and Rules.—It has been the duty of your committee during the year to consider the proposed new rules of pleading and practice under the Supreme Court of Judicature Act 1873, and the drafts of such rules, as the successive portions were issued, were by the favour of the Lord Chancellor laid before your committee. They joined in a deputation with the Liverpool and Preston Law Societies to the Lord Chancellor to urge that increased facilities should be afforded for business in the district registries; and particularly that orders in council should be made, establishing district registries in Lancashire, to take effect immediately on the commencement of the Act, so as to prevent inconvenience and delay to Lancashire suitors. The Lord Chancellor paid the most courteous attention to the representation of the deputation, and assured them that the necessary orders in council would be made, and promised that their suggestions as to the powers of district registrars should have due consideration.

Land Transfer Bill.—The bill which was introduced last session “to simplify titles and facilitate the transfer of land” by a system of registration, received the careful attention of your committee.

Your committee joined with the law societies of Birmingham, Leeds, Liverpool, and Newcastle, to which those of Bath, Bristol, Brighton, Worcester, and other places were afterwards united, in active steps to oppose registration being made compulsory or a central London registry.

The associated provincial law societies, both by printed observations and by interviews with the Attorney-General and with Members of Parliament, urged that the transaction of conveyancing business through a central London registry would increase, instead of diminishing, both the cost of and delay in completing titles and conveyances, and that registration ought not to be made compulsory until experience had proved it to be advantageous, and certainly not until district registries had been established all over the kingdom.

Another matter of complaint to the profession in the bill was that the appointments under it were confined to barristers. The associated societies pressed that solicitors of ten years' standing should be equally eligible. On this point, and on that of the establishment of district registries, your committee are sanguine that the views of the associated societies may be carried out in any future measure, but the Government seem bent on making registration compulsory, and are supported in this by many legal Members of the House of Commons.

Your committee, like their predecessors in office, consider registration unsuitable for many classes of transactions, and that the publicity which it will give to mortgages of real estate will be found a source of annoyance; but as the leaders of public opinion appear to be determined on the experiment, it is not for the Profession to oppose it. The united action of the associated provincial societies must rather be directed against the proposed centralisation, and to secure district registries, and make the measure as good as its nature will admit.

Trade Fixtures Bill.—Your committee had hoped that the long vexed question of the necessity for registering mortgages, comprising trade fixtures, would, before this, have been ended by legislative enactment, as several bills were proposed last session with this object. One was by the Incorporated Law Society, but this was simply to give the opportunity of registering existing mortgages without any declaration or provision relative to future mortgages. Another, promoted by this association, was to declare the necessity of the registration of mortgages comprising such trade fixtures as usually belong to a tenant, and to allow a period for registering existing mortgages. Another, promoted by the Manchester Chamber of Commerce, proposed to render all existing mortgages valid without registration, but to declare the necessity of registration of future mortgages. These bills were withdrawn on one being presented by government, much to the purport of the Bill proposed by this association, but containing a saving clause as regards past mortgages which would have retained the uncertainty of the existing state of the law relative to them.

In the meantime a case has been decided (*Ex parte Barclay, Re Joyce*, L. Rep. 9 Ch. App. 576), by which the test of registration has been made to depend upon whether the mortgage deed contains the power to sever the trade fixtures comprised in it or not, instead of whether they are such as usually belong to a tenant, which your committee consider to be the proper test. It is difficult to reconcile this case with that of *Ex parte Wild, Re Dalish* (8 Ch. App. 1070).

Your committee having learnt that the Manchester Chamber of Commerce intend again to

re their bill during the ensuing session propose to leave the matter in their hands, rendering such assistance as the chamber may desire, and hope that the law may be definitely settled.

Professional Remuneration.—During the last year your committee have had under consideration the scale of charges by commission recommended by the provincial law societies in 1871, and their experience having shown that the scale was rather too high in transactions over £1000, and that the simplicity of the scale in the larger transactions was impaired by there being three different rates of percentage to be reckoned, one up to the first £1000, another up to £3000, and then a third, and less rate beyond that sum, as classified in the three columns of the scale of 1871, they propose to revise the scale by striking out altogether the second column, and adopting the rate of the last column, after the first sum of £1000 is passed. Considering also that the charges for conveyances on chief rent and cases are paid by third parties, and are usually so much in one form that the solicitor's responsibility is greatly modified, they recommend a reduction in these cases on the former scale.

The committee think it desirable, eventually, when the scale has been fully tried, to endeavour to obtain legal sanction to it, unless, indeed, the passing of a Land Transfer Bill, and the adoption of an *ad valorem* scale in connection with it should render this unnecessary.

LEGAL OBITUARY.

NOTE.—This department of the *LAW TIMES*, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the *LAW TIMES* Office any dates and materials required for a biographical notice.

T. C. CHISENHALE-MARSH, ESQ.

THE late Thomas Coxhead Chisenhale-Marsh, Esq., barrister-at-law, of Gaynes Park, Essex, who died on the 31st ult., at Cannes, Alpes Maritimes, in the south of France, in the sixty-fourth year of his age, was the eldest son of the late William Coxhead Marsh, Esq., of Gaynes Park, deputy-lieutenant for Essex, who died in 1867; his mother was Sophia, daughter of the late Rev. J. Swaine, and he was born in the year 1811. He was educated at Eton and at Trinity College, Cambridge, where he graduated B.A. in 1834, and proceeded M.A. in 1837; he was called to the Bar by the honourable society of the Inner Temple in Michaelmas Term 1837, and went the same circuit, enjoying considerable practice as a special pleader at the Hertford, Chelmsford, and Rochester Sessions. He was a magistrate and deputy-lieutenant for Essex, and had acted as a chairman of quarter sessions for that county for many years. He married in 1846 Eliza Anne Chisenhale, daughter of John Chisenhale Chisenhale, Esq., of Arley, Lancashire, whose name he assumed, and by whom he has left a family to lament his loss.

W. ATKIN, ESQ.

THE late W. Atkins, Esq., barrister-at-law, of King's Bench Walk, Temple, who died at Primrose-hill, Little Hulton, Lancashire, on the 14th inst., in the forty-seventh year of his age, was the eldest son of the late William Atkins, Esq., of Primrose-hill, by Martha his wife, daughter of the late Thomas Brownhill, Esq., of Salford, near Manchester. He was born at Little Hulton in the year 1828, and was called to the Bar by the honourable society of the Middle Temple in 1858. The deceased gentleman restricted himself to chamber practice, for which he was unusually well qualified, by having, when young, acquired an accurate knowledge of the management of coal mines; and he had recently taken chambers in Manchester as a local practitioner. His remains were interred in the parish church of Eccles, Lancashire.

J. B. GRANT, ESQ.

THE late John Russ Grant, Esq., solicitor, of Keynsham, Somerset, who died at his residence at that town, on the 6th inst., in the sixty-fourth year of his age, was the eldest son of the late John Russ Grant, Esq., of Ham-green, in the county of Somerset, by Harriet, daughter of Robert Watkins, Esq., of Bristol. He was born at Bristol, in the year 1811, educated at Bristol Grammar School, and was admitted a solicitor in Hilary Term 1834. He enjoyed a fair share of practice for many years in the town of Bristol, and also in the neighbouring village of Brislington, where he resided for some time, but settled at Keynsham about ten years ago. Mr. Grant married, in 1834, Elizabeth Anne, eldest daughter of the late Rev. Martin Richard Whish, M.A., Prebendary of Sarum, and vicar of St. Mary Redcliffe, Westminster, by whom he has left three children. The remains of the deceased gentleman were interred at Arno's Vale Cemetery.

SIR C. LYELL, BART.

THE late Sir Charles Lyell, Bart., D.C.L., of Kinnordy, Forfarshire, the eminent geologist, who died on the 22nd inst., at his residence in Harley-street, in the 78th year of his age, was formerly a member of the legal profession, and therefore a short notice of him will not be out of place in these columns. The eldest son of the late Charles Lyell, Esq., of Kinnordy, by Frances daughter of Thomas Smith, Esq., of Maker Hall, Swaledale, Yorkshire, he was born in the year 1797. He was educated at Exeter College, Oxford, where he graduated B.A. in 1819, as second class in classical honours; he proceeded M.A. in 1821, and in due course was called to the Bar, and commenced practice as a barrister. His circumstances not rendering his profession necessary for a livelihood, and his tastes leading him to the culture of geology, he ultimately abandoned the practice of the law. On the opening of King's College in 1832, he was appointed professor of geology, but this position he soon gave up. From his youth he had devoted himself to geological research, and at an early period in his career he broached a theory of his own as to the earth's structure. This he announced in 1833 in his then published "Principles of Geology," a work which has since passed through ten editions. This was followed by his "Elements of Geology," which has likewise passed through several editions. Besides the above he published a work descriptive of the geological structure of North America. His last important publication was a sequel to Mr. Darwin's theory of the origin of species, issued in 1863, under the title of "Geological Evidence of the Antiquity of Man." He was twice elected to fill the presidential chair of the Geological Society, and in 1864 he was elected president of the British Association. For his public services he received the honour of knighthood in 1848, and a baronetcy in 1864. Sir Charles Lyell, who was a deputy-lieutenant for Forfarshire, married in 1832 Mary Elizabeth, eldest daughter of the late Leonard Horner, Esq., but became a widower in 1873.

E. A. CARLYON, ESQ.

THE late Edward Augustus Carlyon, Esq., Barrister-at-Law, who died on the 4th Dec., at Gwavas Napier, New Zealand, in the fifty-second year of his age, was the second son of the late Major-General Edward Carlyon, of Tregrehan, Cornwall, who died in 1854, by Anna Maria, elder daughter of the late Admiral Spry, of Place and Tregolls, Cornwall, and brother of Major Carlyon, of Tregrehan, formerly of the 3rd Dragoon Guards. He was born in the year 1823, and was educated at Eton and at Trinity College, Cambridge, where he graduated B.A. in 1845, and proceeded M.A. in due course. He was called to the Bar by the honourable society of Lincoln's-inn in Michaelmas Term 1850, and practised for some time as a conveyancer in Lincoln's-inn. He settled in New Zealand about fifteen years ago, and had resided in that country down to the time of his decease.

J. F. JESSOPP, ESQ.

THE late Joseph Frederick Jessopp, Esq., solicitor, of Waltham Abbey, Essex, who died at his residence in that town on the 13th ult., in the forty-fourth year of his age, was the only son of the late Joseph Jessopp, Esq., of Waltham Abbey, by Euphemia, daughter of Capt. Drummond, Scots Greys. He was born at Waltham Abbey in the year 1831, and was educated at Tonbridge Grammar School. Mr. Jessopp was admitted a solicitor in Michaelmas Term 1859, and had been for some time in partnership with Mr. Hubert Gough. He was appointed in 1860 clerk to the magistrates of the divisions of Edmonton, Waltham, and Cheshunt, and in the same year he was appointed vestry clerk, clerk to the burial board, board of health, &c., for the parish of Waltham Holy Cross, all of which offices he retained down to the time of his decease. Mr. Jessopp married in 1860 Louisa Adelaide Wynne, eldest daughter of Frederick Parsons Smith, Esq., of Ayleham, Norfolk, by whom he has left two children. The remains of the deceased gentleman were interred in the family vault in the churchyard at Waltham Abbey.

A. FLETCHER, ESQ.

THE late Angus Fletcher, Esq., of Dunans, Argyle-shire, barrister-at-law, who died on the 14th February, at his residence, in Randolph-crescent, Edinburgh, in the seventy-first year of his age, was the eldest son of the late John Fletcher, Esq., of Dunans, who died in 1822. His mother was Margaret, daughter of Alexander M'Nabb, Esq., of Inchewan, Perthshire, and he was born in the year 1805. He was educated at Ushaw College and at Edinburgh, and was called to the Scottish Bar in 1826. In 1848 he was appointed Solicitor and Comptroller General of the Inland Revenue of Scotland, the duties of which office he retained down to the time of his decease. Mr. Fletcher, who was a magistrate and deputy lieutenant for

the county of Argyle, married, in 1845, Harriet Eugenia, only daughter of Eugene Callanan, Esq., and by her, who died in 1851, he has left an only daughter, who is married to Bernard J. Cud-don-Fletcher, Esq., of Somerton Hall, Norfolk, son of James Cud-don, Esq., barrister-at-law, of Queen's-gardens, Hyde Park.

GEORGE MARSHALL, ESQ.

THE late George Marshall, Esq., solicitor, of East Retford, Nottingham, who died somewhat suddenly on the 25th ult., at his residence, Lound Hall, near Retford, in the seventy-sixth year of his age, was one of the oldest and most highly respected practitioners in Nottinghamshire. He was born in the year 1799, was articled to the late Mr. George Hodgkinson, of Newark, and was admitted a solicitor in Easter Term 1822. He was for many years treasurer of the Court of Requests for the Retford, Taxford, and Bawtry district, and up to the time of its giving place to the County Court. He was also for several years auditor to the Retford Poor Law Union, a perpetual commissioner for taking acknowledgments of married women, and a Chancery and Common Law commissioner; he also held the appointment of treasurer to the corporation for twenty years up to the time of his death. Mr. Marshall was senior partner in the firm of Marshall, Sons, and Besoboy, of East Retford. The remains of the deceased gentleman were interred in the cemetery at Retford in the presence of the borough magistrates, town council, and corporate officials, and a large concourse of friends.

PROMOTIONS AND APPOINTMENTS.

THE Lord Chief Baron has appointed Mr. Charles M. Elborough, of No. 17, King's Arms-yard, City, and Sunnyside, South Norwood, a London Commissioner to administer Oaths in Common Law.

THE Lord Chief Justice of the Common Pleas has appointed Mr. Christopher Lethbridge, of the firm of Lethbridge and Son, of 25, Abingdon-street, Westminster, a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women.

THE Lord Chancellor has appointed Mr. J. R. Cover, of 22, Great Winchester-street, E.C., solicitor, to be a London Commissioner to administer Oaths in Chancery.

THE salary of Mr. Monckton, solicitor, and Town Clerk of the City of London, has been increased from £1500 to £2000 a year, by the almost unanimous vote of the Court of Common Council.

THE Lord Chancellor has appointed Mr. J. R. Cover, of 22, Great Winchester-street, solicitor, to be a London Commissioner to administer Oaths in Chancery.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Feb. 19.

ROSSER and PHILLIPS, attorneys and solicitors, Aberdeen, and elsewhere (David Rosser and Thomas Phillips). Debts by Rosser. Dec. 29.

Bankrupts.

Gazette, Feb. 26.

To surrender at the Bankrupts' Court, Basinghall-street.

CREKVIC, JAMES EDWARDS, general furnisher and upholsterer, Seymour-st., Bryanston-sq. Pet. Feb. 23. Reg. Pepps. Sur. Mar. 2. Sol. Smith and Co. Broad-st.

DANDO, WILLIAM ELBERT, Strand. Pet. Jan. 23. Reg. Pepps. Sur. March 16. Sol. Watkin and Cliff, Gray's-inn-square.

DRUCE, GEORGE F., gentleman, Queen's-buildings, Queen Victoria-st. Pet. Dec. 4. Reg. Roche. Sur. March 11.

STATHAM, CHARLES, brickmaker, the Limes, Nunhead-green. Pet. Feb. 25. Reg. Murray. Sur. March 16. Sol. Mayhew, 30, Walbrook.

To surrender in the Country.

BENNETT, WILLIAM, bread and flour dealer, Liverpool. Pet. Feb. 22. Reg. Watson. Sur. Mar. 11.

BRANTLEY, MARY ANN, lodging-house keeper, Llandowne-pl. Hove. Pet. Feb. 19. Reg. Evershed. Sur. Mar. 9.

CHANTRELL, MARY ELIZABETH, widow, Rottingdean. Pet. Feb. 19. Reg. Evershed. Sur. Mar. 24.

HALLITT, SAMUEL, farmer, Brighton. Pet. Feb. 19. Reg. Evershed. Sur. Mar. 20.

MACPHERSON, MACDUFF MUNRO, private tutor, Brighton. Pet. Feb. 23. Reg. Evershed. Sur. Mar. 17.

STEBBING, GEORGE HUTLEY, farmer, East Thorpe, near Knaresborough. Pet. Feb. 19. Reg. Barnes. Sur. March 10.

WAYMOUTH, THOMAS STAINES, builder, Torquay. Pet. Feb. 23. Reg. Daw. Sur. March 9.

Gazette, March 2.

To surrender at the Bankrupts' Court, Basinghall-street.

ENGLAND, JOHN NEWBERRY, accountant, Polygon, Somers Town. Pet. Dec. 8. Reg. Brougham. Sur. March 13.

POCKOCK, JOSEPH, gentleman, Midland Hotel, St. Pancras. Pet. Feb. 23. Reg. Roche. Sur. March 13.

URBAN, PETER, tailor, Golden-sq. Pet. Feb. 23. Reg. Roche. Sur. March 15.

To surrender in the Country.

CAPIES, THOMAS, and HAND, HENRY, bakers, Derby. Pet. Feb. 23. Reg. Weller. Sur. March 16.

CARRUTHERS, HUGH, grocer, Liverpool. Pet. Feb. 23. Reg. Watson. Sur. March 16.

HOWARD, HENRY, green-grocer, Roath. Pet. Feb. 23. Reg. Langley. Sur. March 10.

MORRIS, WILLIAM, surgeon, Birmingham. Pet. Feb. 23. Reg. Chantler. Sur. March 23.

BANKRUPTCIES ANNULLED.

Gazette, Feb. 23.

FRANKLIN, BERRYMAN, general merchant, Church-st, Spital-Saida, and King-st, Finsbury. July 16, 1874.

PAGET, HENRY WAKEMAN, druggist, West Drayton. May 18, 1869.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 26.

ABRAHAM, SAMUEL, fruiter, Middlesex-st., Whitechapel. Pet. Feb. 18. March 5, at ten, at office of Sol. Goaty, Westminster-bridge-rd., Lambeth.

AUSTIN, RICHARD, leather dresser, Newcastle. Pet. Feb. 23. March 10, at three, at office of T. Roberts, 18, Northumberland-st., Newcastle.

BARKER, THOMAS URIAH, grocer, Leeds. Pet. Feb. 23. March 10, at three, at office of Sol. Pullan, Leeds.

BIRCH, WALTER GEORGE, sub-contractor, Plaistow. Pet. Feb. 24. March 17, at two, at office of Sol. Sherwood, King William-st., Strand.

BURDELL, STEPHEN, undertaker, Southampton. Pet. Feb. 20. March 9, at three, at office of Sol. Shuttle, Southampton.

BOOTH, SAMUEL, grocer, Hull. Pet. Feb. 20. March 10, at two, at the George hotel, Whitefriargate, Hull. Sol. Jordon, Hull.

BRADSHAW, JAMES, and BRADSHAW, GEORGE, hat manufacturers, Hyde. Pet. Feb. 19. March 9, at three, at the Merchant's hotel, Oldham-st., Manchester. Sol. Smith.

BRIDGEN, CHARLES WILLIAM, grocer, Brighton. Pet. Feb. 22. March 12, at three, at office of Sol. Nye, Brighton.

BRIGHT, MAURICE DE LARA, iron merchant, Sheffield. Pet. Feb. 20. March 10, at eleven, at office of Sol. J. and G. E. Webster, Sheffield.

BROADFIELD, WILLIAM PERRY, timber dealer, Worcester. Pet. Feb. 24. March 8, at eleven, at office of Sol. F. and H. Corbett, Worcester.

BURRILL, JOHN HENRY, gentleman, Barngreen, near Hornsea. Pet. Feb. 22. March 15, at three, at office of Sol. Cousins and Burbridge, Portsmouth.

CALEY, EMILY, widow, Ealing. Pet. Feb. 24. March 15, at twelve, at the Inns of Court hotel, Holborn. Sol. Crafter, Blackfriars-rd.

CAPLING, THOMAS, plumber, Norwich. Pet. Feb. 23. March 10, at eleven, at office of Sol. Chittock, Norwich.

CATES, JEREMIAH, brewer, Cambridge. Pet. Feb. 22. March 11, at three, at office of Sol. French, Cambridge.

CATES, WALTER, butcher, Walsall. Pet. Feb. 24. March 12, at three, at office of Sol. Glover, Walsall.

COCKROFT, DANIEL, COCKROFT, SAMUEL, COCKROFT, WILLIAM, and CHAMBERS, JOSEPH, worsted spinners, Ovenden, in par. of Halifax. Pet. Feb. 20. March 10, at three, at the White Hart hotel, Halifax. Sol. Jobb, Halifax.

CODRICK, JAMES, innkeeper, Kirkby Malzeard. Pet. Feb. 22. March 10, at eleven, at office of Sol. Calvert, Masham near Bedale.

COMPERE, THOMAS, out of business, Richmond-rd. Twickenham. Pet. Feb. 23. March 15, at three, at office of Isard and Betts, 44, Eastcheap. Sol. Aird, Eastcheap.

CONNETT, ELIAS, farmer, Cross Syke-hill, near Ambleside. Pet. Feb. 22. March 11, at half-past eleven, at Riggs's hotel, Windermere. Sol. Fisher and Gately, Ambleside.

CORNISH, FREDERICK FLOYER REGINALD, gentleman, Exeter. Pet. Feb. 22. March 9, at twelve, at the George Inn, North Tawton. Sol. Seale, Crediton.

CULVERWELL, JAMES, victualler, St. Alban's. Pet. Feb. 17. March 12, at four, at the George hotel, St. Alban's. Sol. Annesley, St. Alban's.

DAGLISH, WILLIAM MARSHALL, and RIDER, WILLIAM, cloth manufacturers, Leeds. Pet. Feb. 23. March 12, at two, at Wharton's hotel, Leeds. Sol. Rider.

DASHWOOD, ALFRED, and DASHWOOD, HORACE, tea dealers, Savage-spr., Tower-hill. Pet. Feb. 20. March 8, at eleven, at office of Sol. Walker, Abchurch-lane.

DAVIS, GEORGE ABRAHAM, butcher, Berkeley. Pet. Feb. 20. March 9, at twelve, at the Berkeley Arms hotel, Berkeley. Sol. Mather, Stroud.

DAWSON, ALFRED WEDGE, late seedsman, Walsall. Pet. Feb. 24. March 15, at two, at office of Sol. Dale, Birmingham.

DE BUSCHE, EDWARD MUNSTER, steamship owner, Ryde, Isle of Wight. Pet. Feb. 19. March 10, at twelve, at office of F. B. Smart and Co., accountants, 83 and 85, Cheapside. Sols. Lowless and Co., Martin's-lane, Cannon-st.

DOWS, JOSEPH, writer on glass, Red Lion-st., Holborn. Pet. Feb. 13. March 6, at twelve, at Ridler's hotel, 133, High Holborn.

EKINS, JOHN, tailor, Bath. Pet. Feb. 30. March 8, at eleven, at office of Sols. Simmonds and Clark, Bath.

FRANKLIN, FRANCIS, and WILLIAMS, JAMES, wine merchants' engineer, Aston-juxta-Birmingham. Pet. Feb. 23. March 10, at eleven, at office of Sols. Rowlands and Bagnall, Birmingham.

ELLIS, DAVID, and MANCHESTER, GEORGE WILLIAM, millwrights, Leeds. Pet. Feb. 20. March 8, at eleven, at offices of Hardestale and Barnfather, accountants, East parade, Leeds. Sol. Gardiner, Bradford.

EVANS, EVAN, grocer, Newbridge. Pet. Feb. 19. March 8, at one, at office of Sols. W. J. and H. G. Lloyd, Newport.

FAULKNER, EDWARD, publisher, Paternoster-row. Pet. Feb. 22. March 13, at twelve, at office of Sol. Smalley, Fleet-st.

FELT, SEYMOUR, grocer, Hull. Pet. Feb. 22. March 10, at twelve, at office of Sol. Spurr, Hull.

FENWICK, THOMAS WRIGHT, manager of a druggist's business, Stenford. Pet. Feb. 22. March 11, at two, at office of Wright, Bonner, and Wright, 15, London-st., Fenchurch-st. Sol. Gaches, Peterborough.

FORFAR, WILLIAM BENTINCK, attorney, Plymouth, and Mannamend, near Plymouth. Pet. Feb. 23. March 9, at twelve, at office of Sol. Tucker, Plymouth.

GAHNEY, THOMAS, auctioneer, Hull. Pet. Feb. 22. March 15, at two, at office of Sols. Mather, Cockcroft, and Mather, Newcastle.

GRAHAM, EDWARD, grocer, Bradford. Pet. Feb. 14. March 9, at eleven, at office of Sols. Terry and Robinson, Bradford.

GRIFFITHS, HENRY JOHN, auctioneer, Harrogate. Pet. Feb. 23. March 12, at half-past three, at the Elephant and Castle hotel, Knarsborough. Sol. Bateson, Harrogate.

GRUMMANT, JOSEPH, carpenter, Sutton. Pet. Feb. 20. March 11, at two, at office of Sol. Haynes, Greelan-chmbs., Devereux-st., Temple.

GUMBRELL, FREDERICK, merchant's clerk, Millbrook. Pet. Feb. 19. March 12, at three, at office of Sol. Shuttle, Southampton.

HALE, FREDERICK, brass founder, Bristol. Pet. Feb. 24. March 12, at two, at office of Barnard, Thomas, Tribe, and Co., accountants, Albion-chmbs., Small-st., Bristol. Sols. Fussell, Pritchard, and Swann, Bristol.

HANSON, EDWARD, lamp manufacturer, Leeds. Pet. Feb. 22. March 19, at three, at the Queen's hotel, Leeds. Sol. Green, Green-bridge, Queens.

HASLAM, WILLIAM, india rubber dealer, Halifax. Pet. Feb. 22. March 10, at eleven, at office of Sol. Walsham, Halifax.

HERRING, RICHARD, and BROWN, COMPTON FOSBROKE, stationers, Finsbury-pl.-south. Pet. Feb. 22. March 18, at two, at office of Sols. Layton, Son, and London, Budge-row, Cannon-street.

HODGES, JAMES CLIFFORD, merchant, Marlborough-rd., St. John's-wood. Pet. Feb. 17. March 9, at two, at 35, Walbrook.

HOLMES, JAMES, builder, Upper Grange-row, Bermondsey. Pet. Feb. 23. March 13, at twelve, at office of Sol. Moss, Gracechurch-street.

HORSWELL, WILLIAM, cordwainer, Exmouth. Pet. Feb. 18. March 6, at four, at the Museum hotel, Exeter.

ILLINGWORTH, HENRY WILLIAM, woollen cloth manufacturer, Idle, in Calverley. Pet. Feb. 24. March 13, at ten, at offices of Sols. Wood and Killick, Bradford.

JOHNSON, ROBERT, victualler, Whiston. Pet. Feb. 22. March 10, at three, at the Cross Dargers inn, Tideswell. Sol. Bent, Buxton.

KING, HYAM ESRAEL, clothier, Birmingham. Pet. Feb. 24. March 8, at a quarter-past ten, at offices of Sol. East, Birmingham.

LEVETON, HENRY FERGUS, professor of music, Nottingham. Pet. Feb. 23. March 23, at twelve, at the Assembly Rooms, Low-pavement, Nottingham. Sol. Everall.

LEWIN, WILLIAM, jeweller, Grosvenor-st., Bond-st. and St. George's-rd., Finsbury. Pet. Feb. 23. March 11, at two, at the Inns of Court hotel, High Holborn. Sol. Richards, Warwick-st., Regent-st.

MCGREGOR, PETER, and MCGREGOR, JAMES, machine makers, Manchester. Pet. Feb. 23. March 12, at three, at the Clarence hotel, Manchester. Sols. Messrs. Cooper.

MATSON, FREDERICK, miller, Deal. Pet. Feb. 20. March 11, at eleven, at office of Sols. Mercer, Edwards, and Mercer, Deal.

MAYER, LOUIS PHILIP, merchant, Wood-st., Cheapside. Pet. Feb. 24. March 16, at two, at office of Sol. Holland, Knightbridge-st., Doctors'-commons.

OLDHAM, JOHN, builder, Tidesley. Pet. Feb. 24. March 12, at three, at office of Sol. Dawson and Scowcroft, Bolton.

PACEY, THOMAS WILLIAM, saw manufacturer, Sheffield. Pet. Feb. 24. March 24, at eleven, at the Albert Hall, Barker-pool, Sheffield. Sols. Messrs. Fretson.

PARKER, WILLIAM POSFORD, carpenter, Northampton. Pet. Feb. 20. March 9, at three, at office of Sol. Becke, Northampton.

PICKFORTH, GEORGE, brick merchant, Winchester-rd., Adelaide-rd., South Hampstead. Pet. Feb. 15. March 9, at twelve, at office of Sol. Cooke, Essex-st., Strand.

POCOCK, WILLIAM, grocer, Buxford. Pet. Feb. 17. March 5, at eleven, at the White Hart hotel, Newbury. Sol. Cave, Newbury.

QUICKE, PITMAN RICHARD, chemist, Buckingham-palace-road. Pet. Feb. 23. March 18, at three, at office of Sols. Lawrance, Fieles, Boyer, and Baker, Old Jewry-chmbs.

ROADKNIGHT, WILLIAM, tailor, Liverpool. Pet. Feb. 23. March 10, at three, at office of Sols. Barrell and Rodway, Liverpool.

ROBERTS, EDWIN THOMAS, sailmaker, Bridgewater. Pet. Feb. 24. March 11, at three, at office of Sol. Chapman, Bridgewater.

SEAWARD, JAMES, victualler, Romford. Pet. Feb. 22. March 17, at two, at office of Sols. Layton, Son, and London, Budge-row, Cannon-st.

SHORT, GEORGE, foreman to a butcher, Golborne-st., Westbourne-park. Pet. Feb. 15. March 5, at eleven, at office of Sol. Ablett, Chesham-st., Hyde-park.

SKELLY, HENRY DAVEY, grocer, Davenport, also Beeralstone. Pet. Feb. 22. March 13, at twelve, at office of Sols. Bridgeman and Johnstone, Plymouth.

SUDDABY, MATTHEW, farmer, Bewick, in Aldborough-in-Holder-esse. Pet. Feb. 20. March 13, at eleven, at office of Sols. Messrs. Watson, Hull.

THOMPSON, JOHN, manufacturer's clerk, Birmingham. Pet. Feb. 20. March 8, at quarter-past one, at office of Sol. East, Birmingham.

TRICE, BENJAMIN THOMAS, baker, Cinderford. Pet. Feb. 22. March 11, at three, at the Lion hotel, Cinderford. Sol. Jackson, Stroud.

TUBBS, FREDERICK, out of business, Alma-st., Fulham-rd., Hamersmith, and Distillery-rd., Fulham. Pet. Feb. 24. March 12, at three, at office of S. Nickerson, 51, King William-st. Sol. Geussent, New Broad-st.

VEREY, ARTHUR, engineer, Dover. Pet. Feb. 24. March 12, at twelve, at office of T. Wilkins, 52, Gracechurch-st. Sol. Mars.

VESTREY, SAMUEL, provision merchant, Liverpool. Pet. Feb. 24. March 15, at two, at office of Sol. Bellinger, Liverpool.

WALLACE, WILLIAM, umbrella maker, York. Pet. Feb. 19. March 10, at eleven, at office of Sol. Grayston, York.

WILLIAMS, WILLIAM BURNS, tailor, Cardiff. Pet. Feb. 23. March 11, at three, at office of Sol. Morgan, Cardiff.

WARNER, EDWIN, machinist, Bromsgrove. Pet. Feb. 20. March 19, at eleven, at office of Sol. Housman, Bromsgrove.

WHITEHEAD, THOMAS, WHITEHEAD, WILLIAM, WHITEHEAD, JAMES, WHITEHEAD, JOHN, WHITEHEAD, JOSEPH, and WHITEHEAD, HENRY, woollen manufacturers, Denshaw. Pet. Feb. 22. March 11, at three, at the George hotel, Huddersfield. Sol. Clark, Oldham.

WILSON, JAMES, gunmaker, Cheltenham. Pet. Feb. 24. March 13, at quarter-past ten, at office of Sol. Jessop, Cheltenham.

YORKE, WILLIAM, Manchester. Pet. Feb. 23. March 15, at two, at office of Sol. Hodgson, Manchester.

Gazette, March 2.

ANDERSON, CHARLES, commission agent, Manchester. Pet. Feb. 23. March 17, at three, at offices of Sol. Sampson, Manchester.

ASHMEADE, WILLIAM, beerhouse keeper, Gloucester. Pet. Feb. 25. March 22, at twelve, at offices of Sol. Haines, Gloucester.

BAIN, ROBERT, ironmonger, Bristol. Pet. Feb. 26. March 16, at twelve, at offices of Sols. Benson and Thomas, Bristol.

BARTLETT, DANIEL, wine merchant, Bath. Pet. Feb. 23. March 15, at three, at office of Sol. G. G. Good, Longborough-rd., Bath.

BENTHAM, THOMAS, watchmaker, Sedburgh. Pet. Feb. 24. March 13, at one, at the Flying Horse Shoe hotel, Clapham, York. Sols. Terry and Robinson, Bradford.

BERRINGTON, GEORGE, Normanston-on-Soar. Pet. Feb. 23. March 17, at ten, at office of Sol. Good, Longborough-rd., Bath.

BRADSHAW, JAMES, builder, Sheffield. Pet. Feb. 22. March 15, at two, at offices of S. J. Taylor, Sheffield.

BRIGGS, ANDREW, travelling draper, Newcastle-under-Lyme. Pet. Feb. 24. March 12, at one, at office of Sol. Mitchell, Newcastle.

BUCK, THOMAS, grocer, Jarro. Pet. Feb. 27. March 15, at two, at office of Sol. Sewell, Newcastle-upon-Tyne.

BUTTS, WILLIAM FREDERICK, railway collector, Great Ryburgh. Pet. Feb. 25. March 16, at eleven, at office of Cates, Fakenham.

CRAIG, WILLIAM AYRE, draper, Newcastle-upon-Tyne. Pet. Feb. 24. March 12, at two, at office of Sols. Messrs. Mool, Newcastle-upon-Tyne.

CRAWLEY, WILLIAM, publican, Bendish. Pet. Feb. 19. March 16, at twelve, at the Cock Inn, Saint Albans. Sol. Morris, Staple-inn, Holborn.

COKER, SIDNEY, wharfinger, Aylesbury. Pet. Feb. 24. March 20, at three, at office of Sol. J. A. Hyatt, Aylesbury.

COMER, THOMAS, merchant, Liverpool. Pet. Feb. 25. March 16, at two, at offices of Messrs. H. Banner and Son, accountants, 24, North John-street, Liverpool. Sols. Hull, Stone, and Davies, Liverpool.

DAVIS, DAVID, sea dealer, Penlanwen, par. Llanddewybrefy. Pet. Feb. 15. March 9, at twelve, at the King's Head, Lampeter. Sol. Jones, Aberystwith.

DAVIS, JAMES, innkeeper, North Middle. Pet. Feb. 23. March 19, at two, at office of Sol. Tree, Worcester.

DOLEMAN, WILLIAM, carpenter, Leicester. Pet. Feb. 23. March 18, at three, at office of Sol. Shires, Leicester.

EARL, JOHN, brass founder, Low Fellon, Sunderland. Pet. Feb. 27. March 16, at three, at office of Sol. Bell, Sunderland.

EDMONDS, MARY ANN, draper, Thornton-st., Dockhead. Pet. Feb. 24. March 22, at twelve, at the Chamber of Commerce, 145, Cheapside. Sol. Wild, Barber, and Browne, Ironmonger-lane, Cheapside.

FOSBROOKE, JOHN EDWARD, grocer, Hartington. Pet. Feb. 23. March 22, at one, at the Green Man hotel, Ashbourne.

FOWLER, GEORGE, and SHEARFORTH, WILLIAM, steamship owners, Kingston-upon-Hull. Pet. Feb. 23. March 15, at offices of Sols. J. and T. W. Hearfield, Kingston-upon-Hull.

GARNETT, JOHN, gentleman, Kendal. Pet. Feb. 23. March 12, at eleven, at the Board Room, Market-pl., Kendal. Sols. Thomson and Wilson, Kendal.

GOLDSTRAW, PAUL, broker, Goldenhill. Pet. Feb. 17. March 15, at eleven, at office of Sol. Sherratt, Kidsgrove.

GRANTON, JAMES JOSEPH, linen-draper, Hackney-rd., Hackney. Pet. Feb. 16. March 16, at eleven, at office of Sols. Messrs. Farrar, Wardrobe-pl., Doctors'-commons.

GREGORY, JOSEPH, tailor and woollen draper, Pontefract. Pet. Feb. 24. March 15, at two, at offices of Sol. Carter, Pontefract.

GREEN, GEORGE FERRER, timber dealer, Upper Mitton Stour-bridge and Kidderminster. Pet. Feb. 25. March 15, at three, at the Lion hotel, Kidderminster. Sol. Growther, Kidderminster.

GRIMSDALE, WILLIAM HENRY, and WELLER, RICHARD, soda water manufacturers, Uxbridge. Pet. Feb. 24. March 16, at one, at the Charing Cross hotel, Charing Cross. Sol. Cave, Newbury.

HAIGH, CHARLES, and SPEAK, JOHN, woolstaplers, Halifax. Pet. Feb. 24. March 12, at three, at offices of Sol. Rhodes, Halifax.

HARRISON, RICHARD, warehouseman, Pocklington. Pet. Feb. 22. March 16, at three, at office of Sol. Peters, York. Sol. Jilling, George, tailor, Saxmundham. Pet. Feb. 27. March 19, at one, at the Bell Hotel, Saxmundham. Sol. Moseley, Great Yarmouth.

HOPKINS, ROBERT, brush manufacturer, Liverpool. Pet. Feb. 26. March 16, at two, at the Law Association rooms, 14, Cook-st., Liverpool. Sols. T. and G. Martin, Liverpool.

HUNT, HENRY, milliner, Rochester. Pet. Feb. 25. March 16, at twelve, at office of Sol. Hayward, Rochester.

HUNT, HENRY, Newcastle-upon-Tyne. Pet. Feb. 23. March 12, at three, at office of Sols. Messrs. Hoyle and Shipley, Newcastle-upon-Tyne.

HUSBAND, WILLIAM EDWARD, tinner, Richmond. Pet. Feb. 25. March 15, at twelve, at offices of Sols. J. W. and C. Hutton, Yorkshire.

JACOBS, WILLIAM MORRIS, assisting theatrical manager, Fulham-rd., Brompton. Pet. Feb. 27. March 24, at two, at office of Sols. Clark and Soles, King-st., Cheapside.

JAMES, HENRY, innkeeper, Cwmnach, par. Aberdare. Pet. Feb. 23. March 11, at twelve, at office of Sol. Beddoe, Aberdare.

JENKINS, HENRIETTA, spinster, Edgaston, near Birmingham. Pet. Feb. 23. March 15, at three, at office of Sol. Fitter, Birmingham.

JONES, ELIZABETH, farmer, Cae-lago, par. Llandderfel. Pet. Feb. 23. March 15, at twelve, at the Bryntirion Inn, Llandderfel. Sol. James, Corwen.

KNIGHT, JAMES, oilman, Union-street, Southwark. Pet. Feb. 23. March 15, at two, at office of Sol. Badham, Salter's Hall-st., Cannon-st.

LA FRIULADE, SARAH ELIZABETH, widow, music seller, Lewisham. Pet. Feb. 24. March 15, at three, at office of Sols. Messrs. Scard, Greenwich.

LANG, JAMES, and LANG, EDWARD, gun manufacturers, 22, Cockspur-st. Pet. Feb. 23. March 15, at two, at the Painters' Hall, 9, Little Britain. Sols. Pritchard, Englefield, and Co., London.

LAWSON, CHRISTIAN WALTER, grocer, Warwick, Finsbury. Pet. Feb. 23. March 17, at two, at offices of Henderson, 72, Basinghall-st. Sol. Stopher, Coleman-st., E.C.

LEWIS, DAVID, grocer, Broadway House, The Broadway, Stratford, and Salmon's-lane, Limehouse. March 1. March 18, at eleven, at the Guildhall Tavern, Gresham-st. Sol. Morris, Finsbury-circus.

LEWIS, JOHN, fish dealer, Bradford. Pet. Feb. 23. March 16, at three, at offices of W. Gilyard, 25, Market-st., Bradford. Sol. Brooks.

LONG, JAMES JOHN, newspaper proprietor, Bromley, and Crane-st., Fleet-st. Pet. Feb. 23. March 11, at two, at the Guildhall Tavern, Sol. Chatterton.

MARSH, HENRY DYKE, out of business, Aylesbury. Pet. Feb. 25. March 18, at half-past ten, at the Red Lion Hotel, High Wycombe. Sol. Gammon, Barge-yard, E.C.

MAJOR, WILLIAM, farmer, Aylestone Park, par. Aylestone. Pet. Feb. 24. March 15, at twelve, at office of Sols. Fowler, Smith, and Warwick, Leicester.

MCGREGOR, PETER, and MCGREGOR, JAMES, machine makers, Manchester. Pet. Feb. 23. March 12, at four, at the Clarence hotel, Spring-gardens, Manchester. Sols. Cooper and Sons.

MORGAN, EDWARD, tailor, Swansea. Pet. Feb. 23. March 11, at eleven, at office of Barnard, Thomas, Cawker, and Co., accountants, Temple-st., Swansea. Sol. Beer, Swansea.

MUDD, THOMAS JOHN EDGAR, butcher, Ipswich. Pet. Feb. 26. March 20, at three, at office of J. Pearse, Princess-st., Ipswich.

NIGHTINGALE, WILLIAM BRYANT, merchant, Swansea. Pet. Feb. 23. March 11, at one, at office of Sol. Glascoedine, Swansea.

ORRELL, HORATIO, manager to restaurant proprietors, Ventry-rd., Junction-rd., Upper Holloway. Pet. Feb. 23. March 16, at three, at office of Sol. Lewis, 10, Hatfield-rd., Tottenham.

OUTRED, BENJAMIN WILLIAM, solicitor, Gravesend. Pet. Feb. 23. March 15, at two, at office of Sol. Pullen, Harp-lane, Great Tower-st.

OXFORD, JAMES, grocer, Burton-on-Trent. Pet. Feb. 25. March 11, at eleven, at office of Sol. Wilson, Burton-on-Trent.

PARSONS, AUGUSTUS JAMES, clerk in holy orders, Lewes. Pet. Feb. 25. March 18, at three, at 8, Great James-st., Bedford-row. Sols. Andrew and Wood.

PERRY, CHARLES, plumber, Reading. Pet. Feb. 26. March 18, at two, at office of Howse, accountant, Staple Inn, Holborn.

PETERS, GEORGE, hair manufacturer, High-st., Homerton. Pet. Feb. 19. March 11, at two, at the office of Ager, 3, Barnard's-inn, Holborn. Sol. Roberts, Thame-st., Temple Bar, Strand.

PRATT, WILLIAM HENRY, draper, Cheltenham. Pet. Feb. 25. March 16, at two, at office of Sol. Hayward, Rochester.

RICHARDS, WALTER, miller, West Coker. Pet. Feb. 24. March 13, at twelve, at office of Sols. Messrs. Watts, Yeovil.

RICHARDSON, THOMAS, tobacconist, Jarro. Pet. Feb. 25. March 12, at twelve, at office of Sols. Messrs. Hoyle and Shipley, Newcastle-upon-Tyne.

RODGERS, JAMES, farmer, Denby. Pet. Feb. 27. March 16, at eleven, at office of Sol. Moody, Derby.

SCROXTON, JOSEPH HENRY, brewer, City-rd. Pet. Feb. 25. March 22, at two, at office of Sol. Drighby, Bishopsgate-st. With out, E.C.

SKELLY, WILLIAM, innkeeper, Marsden. Pet. Feb. 17. March 13, at three, at office of Sol. G. G. Good, Longborough-rd., Bath.

TAYLOR, ROBERT, harness maker, Theford. Pet. Feb. 24. March 13, at twelve, at office of Sol. Read, Theford.

TAYLOR, THOMAS, Dutch yeast importer, Wakefield. Pet. Feb. 25. March 13, at three, at offices of Sols. Burton and Moulding, Wakefield.

THOMAS, JOHN, grocer, Abergavenny. Pet. Feb. 27. March 22, at three, at office of Sol. Jones, Abergavenny.

TREHARNE, GWILLIM, innkeeper, Aberavon. Pet. Feb. 26. March 23, at one, at office of Sols. Simons and Fieles, Merby Tynd.

UPSON, GEORGE, and RIDSDALE, JOHN, bricklayers, Dunlode-rd., Clapton, and Park-st., Southampton-st., Camberwell. Pet. Feb. 25. March 18, at three, at office of Sol. Wetherfield, Gresham-bridge, Guildhall.

VAN PRAAGH, JOSEPH FRANK, club proprietor, Brighton. Pet. Feb. 20. March 17, at three, at the Chamber of Commerce, Cheapside. Sol. Brandreth, Brighton.

WALKER, JAMES, cooper, Birkenhead. Pet. Feb. 23. March 15, at two, at office of Thompson and Simms, accountants, 5, Hamilton-sq., Birkenhead. Sol. Downham, Birkenhead.

WATTS, JAMES, brewer, Mortimer. Pet. Feb. 26. March 17, at eleven, at the Queen's Hotel, Friar-st., Reading. Sol. Cave, Newbury.

WHITAKER, WILLIAM HENRY, beerhouse keeper, Bradford. Pet. Feb. 25. March 9, at three, at offices of Sols. Mossman and Haley, Bradford.

WILKINSON, MENCE, farmer, Osborne-rd., Clapham-rd. Pet. March 1. March 22, at eleven, at Harrell's Royal Exeter Hotel, 375, Strand. Sols. Hicks and Arnold, Salisbury-st., Strand.

WOODS, JAMES, master mariner, Skirbeck Quarter, near Boston. Pet. Feb. 27. March 16, at twelve, at the Peacock Inn, Boston. Sol. Balles, Boston.

Orders of Discharge.

Gazette, Feb. 26.

COXE, GEORGE THOMAS, broker, Camberwell-rd.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bacon, H. G. publican, first, 2d. 1/3. Paget, Basinghall-st., Chapman, N. butcher, first, 1d. Paget, Basinghall-st., Dalles, J. attorney, second, 1d. 2/3. 2d. and 5d. 11/3. 2d. to new proofs. Paget, Basinghall-st., Dew, E. A. schoolmaster, first, 6s. 3d. Paget, Basinghall-st., McMaster, J. merchant, second, 1d. 11/3. 4ths. Paget, Basinghall-st., Meredith, R. F. clerk, first, 3/4. Daw, Exeter.

Armstrong, W. hairdresser, first and final 1s. 3d. At Trust. Woodman, Chancery-lane, first, 1s. 3d. At Trust. Farmer and Jones, bonnet shape and lace manufacturers, first joint of 3s. 6d. First sep. of Farmer, 10s. First sep. of Brown, 20s. At Trust. C. Rogers, 2d. Low-pavement, Nottingham. McKie, E. A. travelling draper, first and final 7s. 9d. At Trust. H. K. Thorne, Croft-st., Barnstable. Smith, G. B. H. solicitor and writer, first and final 1s. 6d. At Trust. S. Smith, 6s. Basinghall-st.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

CABELL.—On the 27th ult., at West-hill, Highgate, the wife of William Lloyd Cabell, of Lincoln's-inn, barrister-at-law, of a daughter.

TEMPLE.—On the 17th ult., at Calvert Cottage, West Crofton, the wife of John A. Temple, solicitor, of 5, Chancery-lane, London, and 1, Old Steine, Brighton, of a daughter.

MARRIAGE.

BULL-HAYGATE.—On the 23rd ult., at West Haddon, Northamptonshire, William Rogers Bull, of Newport Pagnell, Bucks, solicitor, to Louisa Elkins, third daughter of John Haygate, of West Haddon.

DEATHS.

CARTER.—On the 25th ult., at 23, Bouverie-square, Finsbury, aged 62 years, Thomas Carter Briggs, Esq., of Lincoln's-inn, barrister-at-law.

COCKING.—On the 27th ult., at 18, Vale-place, West Kensington, aged 74 years, George Cocking, Esq., of the Middle Temple, barrister-at-law.

To Readers and Correspondents.

ERRATUM.—In the article which appeared in our last week's impression under the title of "The Jurisdiction of County Courts," the case of *Wilde v. Sheridan* (21 L. J. 360, Q. B.) is referred to, and it is stated that "the plaintiff drew a bill of exchange at Norwich on the defendant, who resided there, and who accepted it there." The passage should have read "the plaintiff drew a bill of exchange at Norwich on the defendant, who resided in London, and who accepted it there."

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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law requires amendment or it does not. If it does it should be amended, whether it be done by a long Bill or a short one, and the entire abandonment of the project is sincerely to be deplored.

We observe that the new Adulteration Bill does not contain any clause similar to sect. 1 of the Adulteration Act 1860 (23 & 24 Vict. c. 84), by virtue of which, in case of a second conviction for adulteration, the convicting Justices may cause the offender's "name, place of abode, and offence to be published at the expense of the offender in such newspaper or in such manner as to the justices shall seem desirable." We see no reason for the omission. The justices have not, we believe, made much use of their powers under the Act of 1860 to which we have referred, but it is highly probable that the enactment has had a beneficial deterrent effect. And it is material to observe that a similar provision occurs in sect. 12 of the Adulteration of Bread Act (6 & 7 Will. 4, s. 37)—a statute which is entirely unaffected by the present Bill.

A STRIKING illustration of the fallibility of the Court of Exchequer Chamber is afforded by a case which was before the House of Lords on the 9th inst. The case also shows that the judges of the intermediate court of appeal are disinclined to learn, or to apply, the doctrines of equity, however plain and however controlling they may be. A person who held certain shares in the Shropshire Union Railway Company, as trustee for the company, in breach of the trust, transferred them to one Robson, on whose death his executrix applied to have the shares transferred into her name. The company refused on the ground that the shares were their property. On application to the Court of Queen's Bench for a *mandamus*, and on a special case being stated, that court decided in favour of the company. The executrix appealed, and the Court of Exchequer Chamber unanimously reversed the decision of the Court of Queen's Bench. This unanimous court of appeal has now had the satisfaction of learning from Lord CAIRNS that the case was very simple, and could hardly admit of argument. His Lordship said, with most admirable candour, "unless the whole of the well-known system of trusts in this country was to be held applicable only to the cases of infants, married women, and persons with limited interests, the decision of the Court of Exchequer Chamber could not be upheld."

THE Bill for consolidating the Public Health Acts contains eleven "parts," three hundred and thirty-three clauses, and five schedules, occupying in all one hundred and fifty-six pages. There is no preamble, and the short title is to be "The Public Health Act 1875." Nineteen Acts, from the Public Health 1848 to the Sanitary Law Amendment Act 1874, are wholly repealed, except so far as relates to the metropolis or Scotland or Ireland, and also except as to "so much of the said Acts as is set forth in the third part" of the fifth schedule, which excepted enactments (being twelve sections of different Acts) are *mutatis mutandis* re-enacted and set out at length in the third part of the fifth schedule. We presume that there is some wise reason, although we fail to discover it, for placing these enactments in a schedule instead of in the body of the Bill. Useful marginal notes give, in the case of each clause, the corresponding enactment of the old law for which it is proposed to be substituted, and cunningly abbreviated references are frequently employed, P. H. 1872, for instance, being used to designate the Public Health Act 1872 (35 & 36 Vict. c. 79). None of the clauses of the Bill appears to be identical, *totidem verbis*, with the sections for which they are respectively substituted; but it is obvious that in the vast majority of cases the alterations must be formal only. So slight a formal alteration, however, may be material to the parties interested that we presume that it would not have been prudent to distinguish, in printing, the alterations intended to be formal from those intended to be material. But we think that much time might have been saved by distinguishing entirely new enactments, if any, from those which have already undergone the consideration of Parliament.

The Law and the Lawyers.

TIMIDITY, or something worse, seems likely to become the prevailing characteristic of the Conservative lawyers. Lord CAIRNS has withdrawn his Judicature Act Amendment Bill under pressure, the nature and extent of which are unknown. It may be conjectured, however, that the feeling which we last week stated to exist has developed itself in both Houses to a degree which made resistance hopeless. The step taken, however, is one of retrogression, lamented by the Liberal EX-CHANCELLOR, and we regret to see that it has been so quickly followed by the withdrawal of the Jury Bill of last session by Mr. LOPES. The learned gentleman tells us that it fell through last year owing to causes over which he had no control, and he adds that those causes still exist; but his principal reason for abandoning the measure seems to be that its clauses number one hundred. Now, either the jury

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THAT the compounding a felony is illegal may be taken to be established law; but it has been said to be not so plain what the compounding of felony is. Lord HALE, however, appears to have entertained no doubt about the matter. He says (P. C., p. 546), "As to retaking of goods stolen: If A. steal the goods of B., and B. take his goods of A. again to the intent to favour him or maintain him, this is unlawful, and punishable by fine and imprisonment." "And so," he adds in a note, "seems the practise of advertising a reward for bringing goods stolen, and no questions asked, which I have heard Lord Chancellor MACCLESFIELD declare to be highly criminal, as being a sort of compounding of felony, for, the goods by that means returning to the right owner, a stop is put to the inquiry and prosecution of the felon, and thereby great encouragement is given to the commission of such offences." And again, at p. 618, "A. hath his goods stolen by B. if A. receives his goods again upon agreement not to prosecute or to prosecute faintly, this is theft bote, punishable by imprisonment and ransom." A statement of the law which is not affected by the recent case of *Wells v*

(26 L. T. Rep. N. S. 432), in which the Court of Queen's Bench, while affirming the rule, "perhaps coeval with the law of England," that the omission to prosecute suspends the right to sue, refused to set aside a verdict for the plaintiff in trover upon the application of the defendant, on the ground that the facts alleged established a felony in the defendant, and that the plaintiff had since the trial instituted criminal proceedings; the court taking a different view of *Dawkes v. Covenigh* (Style 346) from that taken by Lord HALE. "If a man," says HALE, "feloniously steal goods, and before prosecution by indictment the party robbed brings trover, it lies not; for so felonies should be healed."

On Thursday last week the LORDS JUSTICES sitting in bankruptcy decided in *Collins v. Lees* two novel questions affecting holders of bills of sale and creditor's trustees. The first is, Does an unregistered memorandum on a duly registered bill of sale avoid the bill? the second, What is the effect of a false recital in the bill? LEES had given to COLLINS a bill of sale of farming stock and household goods. The sum really advanced was £100. The deed falsely asserted it to be £130, which was to be repaid by six monthly instalments. Upon the repayments being all duly made the security was to be void. A memorandum was written on the deed that the £30 was for the charge for the loan and expenses, and that the original bill of sale was to be good for £100 at all events. The bill of sale was properly registered; the memorandum was not. The instalments fell into arrear, COLLINS enforced his security and took possession. LEES was subsequently adjudicated bankrupt. The trustee applied to the County Court Judge having cognizance of the matter, that the property should be handed over to him for the general creditors by COLLINS, on the ground that the bill of sale was rendered void by sect. 2 of 17 & 18 Vict. c. 36, because the memorandum was unregistered. The County Court Judge decided in favour of COLLINS, the CHIEF JUDGE in Bankruptcy in favour of the general creditors. Lord Justice JAMES said that the first question depended on the construction of the section, which provides that "If the bill of sale shall be made or given subject to any defeasance or condition, or declaration of trust not contained in the body thereof, and defeasance or condition or declaration of trust shall, for the purposes of this Act be taken as part of such bill of sale, and shall be written on the same paper or parchment on which such bill of sale shall be written before the time when the same or a copy thereof respectively shall be filled, otherwise such bill of sale shall be null and void to all intents and purposes as against the same persons, and as regards the same property and effects as if such bill of sale, or a copy thereof, had not been filed according to the provisions of this Act." His Lordship then continued: "Is this memorandum a defeasance, a condition, or a declaration of trust? It is no defeasance; it is no declaration of trust. A condition has two technical meanings in law; it is also used in common parlance. Conditions in law are precedent and subsequent. Precedent are those which must be satisfied before an estate can vest. Subsequent are those the breach of which divests an estate. The third class of conditions modify, qualify, or discharge. Now this memorandum is not a condition precedent or subsequent. And it does not defeat, qualify, or discharge. If anything, it is an additional bill of sale, an additional security for payment of the £30, which itself cannot be relied upon without being registered, but which does not affect the first bill of sale. As to the second question, he held that a false recital was not affected by the Act. The Act was passed to secure registration. It left the construction of deeds in the state in which it was before the Royal assent was given. Previously to the Act the holder of the deed would have been entitled. The debtor and his creditors would have been bound by the false recital. The deed as a deed was, therefore, good under the existing law. The registration of the memorandum was not requisite to the deed as a bill of sale. The order of the County Court Judge must, therefore, be restored, and the defendant is entitled to his costs in the proceedings before the CHIEF JUDGE. Lord Justice MELLISH concurred.

THE APPELLATE JURISDICTION OF THE HOUSE OF LORDS.

WHILE we are disposed to make every allowance for the sudden burst of strong feeling in favour of retaining the House of Lords as a final court of appeal, and for the arguments which Mr. Alfred Wills has put forward in the *Times*, we cannot but view with unqualified regret the concessions to the reactionary party which Lord Cairns has thought proper to make. The chief arguments in favour of retaining the House of Lords we take to be these: that being composed wholly of appellate judges it is a court completely unprejudiced; that having among its members at least one Scotch and one Irish judge, and many Scotch and Irish lay members, it commands the respect of Scotland and Ireland; that inheriting the traditions of centuries, it commands the respect of the empire; and lastly, which we think is an argument which has outweighed all the others, that the proposed "Imperial Court of Appeal," was wanting in permanence, and contained too many judges of the First Instance.

Dealing with the last argument first, we can only say that in

our opinion the difficulties in reconstituting the House of Lords (and that it must be reconstituted, is admitted) will be found to be far greater than would have been the difficulties of amending the now withdrawn Bill. We quite agree that original and appellate jurisdiction should be kept distinct as far as possible; but it would be far easier to accomplish this with our present materials than to frame a "Supreme Court of Judicature," regulated by statutes, which is at the same time to be subordinate to a court regulated by its own standing orders. The grievances of Scotland and Ireland might surely be remedied by making certain Scotch and Irish judges, or ex-judges, "*ex-officio*" instead of "additional" judges of the Imperial Court of Appeal (see sect. 6 of the Judicature Act 1873). The sister countries would then have a right to be represented on the judiciary, and it would not be dependent on the pleasure of the Crown whether judges of their nation should be appointed or not. As to breaking with the past and the "inherited traditions of centuries," we can only say that, just for once, we confess to a wish to break with the past; and if we are either to sacrifice our Supreme Court of Judicature to the House of Lords, or the House of Lords to the Supreme Court of Judicature, we prefer to make the latter sacrifice. A reference or two to the Act of 1873 will show our meaning. The title must go, for the court will no longer be "supreme." Sect. 54 must go, for it would be absurd for judges not to be allowed to sit on appeal from their own judgments, in one part of Westminster Hall, whereas the Lord Chancellor might do so in the House of Lords as often as he chose. The whole framework of the Act of 1873 must go for a similar reason, unless, indeed, the words "High Court of Parliament" can be inserted in the 3rd section. Otherwise we continue the anomaly of a court regulated by statute being overruled by a court regulated by its own standing orders, and whose procedure no statute, from the nature of its constitution, has ever yet controlled. Add to this, that the matter is *res judicata* (for it cannot be too carefully borne in mind that the appellate jurisdiction of the House of Lords at present stands abolished by sect. 20 of the Act of 1873) and that the Bill has been withdrawn without argument and at the suggestion of an irresponsible committee, and we think we have shown sufficient reason for the expression of unqualified regret with which we commenced our remarks. Those who wish to go more deeply into the subject may peruse with profit the able speech of Lord Coleridge, delivered at Plymouth in 1872, at the meeting of the Social Science Association, and printed among the minutes of the Association for that year.

To conclude with some practical proposal. Let the "High Court of Parliament" (omitting lay members from that designation) take its place along with the courts consolidated by sect. 3 of the Act of 1873, and let the jurisdiction of it be among the jurisdictions transferred by sect. 18 to the Court of Appeal. Let it be "the duty of the ex-chancellors" (with increased pensions) to attend the sittings of the Court of Appeal in the same manner as it is the duty of the salaried judges to attend the Judicial Committee, under sect. 1 of the Judicial Committee Act 1871. Lastly, let no judge of the First Instance be a judge of the final Court of Appeal, and let the restriction upon appeals from the intermediate to the final Court of Appeal be as proposed in the now withdrawn Bill.

THE PATENT LAW AMENDMENT BILL.

THOUGH it may be quite correct to say that a patent is rather matter of contract than of property, it is not the less a contract founded upon an original right of property. For an invention is undoubtedly the property of the inventor, which he may refuse to sell to the public, unless the State will give him a fair price for it, and that price is the patent. The right to sell, or not to sell, is as certain as that of a farmer to sell or not to sell his farm produce.

The question, therefore, raised by the proposed amendments in the law is simply this:—Are they such as to afford ground for expecting that they will produce to the public a large supply of useful inventions? or are they such as probably to diminish the supply of such inventions?

On this point we shall deal only with three of the proposed alterations; those which appear to us to have the most material bearing on the question.

First, as to the proposal to abolish the prolongation of patents. It sometimes, though not very frequently happens, that from circumstances over which a patentee has no control, he has been obliged to spend much time and money in bringing his invention into profitable use, and that notwithstanding his exertions, he only begins to reap a harvest when his patent is at the point of death.

Now a careful perusal of the cases decided by the Privy Council during a period of about twenty years will show that the above statement is correct, and will also show the extreme care and reticence exercised by that tribunal in the matter of granting prolongation. We find that out of twenty cases brought before the Privy Council during a considerable period, prolongation has been refused as to twelve applications and granted only on eight, but out of the eight prolongations, the longest term was for seven years, the shortest for two, and the rest varying from four to five years.

A more moderate and careful exercise of the jurisdiction can hardly be conceived. Further, the decided cases show that, to satisfy the Privy Council, the applicant must establish that there is merit, viz., public utility in the invention; that he has not had an adequate remuneration; and that his failure to obtain this arises not from any default of his own. And as to what is adequate remuneration, the court balances strictly the claims of the patentee and those of the public.

While, therefore, the power of granting or withholding prolongations rests in such hands as those of the Judicial Committee of the Privy Council there can be scarcely a shadow of danger that the reasonable claims of the public will be disregarded or neglected. On the other hand, if no such power is to exist, it is more than probable (it is indeed almost certain) that prudent inventors of really important inventions will be slow to risk much upon inventions as to which they will foresee that a large amount of money (and time, extending perhaps over a great part of their term) must be expended before they can reap a fair remuneration. The probable result of the change will be that many useful inventions, requiring considerable time and expenditure to force them into use, will either not be patented or published at all, or if patented, will be dropped after a few years of struggle, and fall into oblivion.

The next material proposition is that of the Board of Examiners, to report to the law officer, upon a complete specification as a preliminary, before a patent can be granted. The first objection to the scheme is the difficulty of constituting such a board from time to time; for this reason, that very few lawyers are in general scientific men in the practical, as opposed to the academical sense of the word, and that hardly any practical scientific men are lawyers.

In the next place, inventors are, as a class, very suspicious and averse to divulging their inventions (except to their personal and confidential advisers), until they have secured a guarantee of their right; and though they would no doubt trust in the discretion and secrecy of learned lawyers and eminent scientific men, they might (and very properly) not place the same confidence in the subordinates of the Board.

Further, very few inventions of any importance—especially inventions relating to complicated machinery—are, or can be ripe for practical purposes till a considerable course of experiments has been gone through. When an inventor has acquired his exclusive right, as he now does by depositing his preliminary specification, his mind is at ease as to his right while he is preparing for his final specification during the six months allotted to him for consideration and experiments. But if he has to go through that course before he has acquired any right or *locus standi*, then he will think twice before he spends a good deal of time and money with the risk that his invention may somehow have got wind, so that his patent, when granted, may be useless to him.

And, lastly, inventions which ultimately turn out to be of great importance are not unfrequently in their infancy so shadowy as to quantity or reality of invention that a board, constituted or proposed, and even an Attorney-General would be not unlikely wholly to reject them as trivial, while they have not yet developed into a practical form, as being rather mythical ideas than substantive inventions.

The third material novelty in the proposed Bill, is that of fixing or regulating certain terms, on which patentees will be in effect, under compulsion to grant licences.

Now the first question is this, Is it politic to put patentees under any compulsion whatever as to granting licences? We may, as before mentioned, agree most respectfully with the noble and learned lord who brought in the Bill, that the question between the State representing the public and a patentee is not strictly a question of property, but of contract. But so in reality is every question relating to the rights of property; and a patent once granted, is property; and is really neither more nor less than a lease for years granted by the State, to the patentee in consideration of the public having the reversion; and a licence granted by the patentee to use the patented invention during the term of the patent is neither more nor less than an underlease by the patentee at a given rental.

As a matter of ordinary policy why should a patentee be dictated to, any more than a land owner, as to whether he shall grant underleases or not, and on what terms or rental he shall grant them? And how can it be expected that valuable inventions will be more freely and abundantly sold to the public, if the value of a patentee's title is to be thus cut down and crippled? That is one view of the question.

Another more purely practical view is this: Inventions are of various characters, and the patentees of them are men of various occupations. A patentee is, for instance, frequently not personally engaged in the trade to which his patent is applicable. In that case, it is his interest to grant licences, and it is also his interest to grant them on such terms as will draw a large number of licences into the field. On the other hand, the patentee may himself be a manufacturer on a large scale, and then his interest is to manufacture alone or to grant very few licences, and to charge such prices, both for his goods and his licences, as will draw to

him a reasonable amount of custom. And on what ground can it be considered a wise policy to treat patentees as an exceptional class of owners of property?

A further objection to this part of the Bill is, that the regulation of the terms on which licences are to be granted would be a task very difficult for any conceivable board to perform, because such regulations, to be in any degree just and beneficial, must be made in every case, with reference to the particular nature and statistics of the trade affected by the invention. And it would, we apprehend, be scarcely possible for any conceivable board to possess such a wonderful extent and variety of practical knowledge of the hundreds of trades to which inventions may be applicable, as would be requisite for the due execution of their duty.

EFFECT UPON CONTRACT OF BRIBING AGENT.

Courts of common law, equally with courts of equity, exercise a salutary stringency in dealing with questions that involve the good faith of the principal or his agent in any business transaction. In Roman Law the stringency was of an even stricter character, for the man who committed a breach of the *mandatum* with which he was entrusted was held to be branded with infamy, so sacred was the trust. The vast increase of mercantile transactions in our own day, the great proportion of which is carried on by means of agents, makes this branch of law of especial interest. No man of business knows at what moment he may be involved in some question or other in the law of agency. Such questions present an ever-increasing variety. Probably the case of *Morison v. Thomson* (L. Rep. 9 Q. B. 480), which was decided last year, will be fresh in the recollection of many. There an action was brought by the purchaser of a steamship called the *Atrata*, to recover the sum of £225 from the defendant. The defendant, it appeared, had been employed by the plaintiff as his broker, to purchase the ship as cheaply as he could, and had received the above sum from the broker of the vendor, by way of commission on the sale. At the trial it further appeared that after some preliminary negotiations, the plaintiff had authorised the defendant to negotiate for the purchase of the ship on the basis of an offer of £9000, but eventually the ship was purchased through the defendant for £9250. Some time prior to the sale an arrangement had been made between the vendor and a broker named Scott, through whom the ship was sold, that if Scott would sell the ship for more than £8500, he might retain for himself whatever could be obtained in excess of that amount. The defendant was aware of this arrangement when he was negotiating with Scott for the purchase of the vessel, but it was unknown to the plaintiff, and before the sale it was arranged between Scott and the defendant, without the knowledge or sanction of the plaintiff, that the defendant should receive from Scott a portion of such excess of purchase money. The jury found that defendant was the agent of plaintiff to purchase the ship as cheaply as she could be got, and that plaintiff could have got her cheaper but for the arrangement between the vendor and Scott. Such were the facts, and it was held unanimously by the court that the action lay. In delivering the judgment, the Lord Chief Justice, after having reviewed the various authorities quoted in the course of the argument, went to sum up the result of these authorities. "In our judgment," said his Lordship, "the result of these authorities is that whilst an agent is bound to account to his principal or employer for all profits made by him in the course of his employment or service, and is compelled to account in equity, there is at the same time a duty which we consider a legal duty, clearly incumbent upon him, whenever any profits so made have reached his hands, and there is no account in regard to them remaining to be taken and adjusted between him and his employer, to pay over the amount as money absolutely belonging to his employer. . . . Under such circumstances, the money, being the property of the employer, can only be regarded as held for his use by the agent, and must consequently be recoverable in an action for money had and received."

The above decision is one of the latest upon this important branch of the law of agency. Another case involving somewhat similar points of law, and equally important, came before the Court of Queen's Bench on the 30th ult. This was the case of *Smith v. Sorby*. Mrs. Sorby, the defendant, owned a colliery which was managed by an agent. In October 1869, this agent, with her knowledge, entered into an agreement with the plaintiff that he should supply fifty waggons for the colliery during five years, at a certain price, to be paid for by her at her option, either in money or in coals at then market price, which was then 6s. per ton. Smith on the same day promised to pay the agent £1 for every waggon by way of commission, and £10 as bonus, as this was his first transaction, and he hoped for future success. He afterwards proposed to the agent to enter into a totally different arrangement, by which, in the first place, the lady was to take the waggons from some other parties, and sign a contract to that effect, and that the agent on her behalf should enter into a separate and distinct contract for supplying Smith yearly for five years with certain quantities of coal, amounting in the whole to 12,000 tons at the rate of 6s. 6d. per ton. The lady was shown the first contract, and signed it under the impression that it was the only contract, and that it was simply a contract of barter.

Of the other contract she swore she had never heard until long afterwards. The agent declared that she knew of this contract, though she knew nothing of the promise of money to himself. In August 1870, the defendant sold the colliery. No demand for coals under the second contract was made until 1873, when they had greatly increased in price. The present action was brought and damages claimed for non-supply of coals down to the commencement of the action to the amount of £2430. The defendant denied the agent's authority to enter into the agreement, and urged that she was induced to enter into the agreement by the fraud of the plaintiff in collusion with her agent. The question at the head of our article did not really come before the court. Nevertheless the remarks of the learned judges upon the subject are full of interest. We should observe that the learned Baron (Pollock) in summing up to the jury said, that it was much to be regretted that commission or reward should be paid in the above way to agents, but that it was very common, and that it was not necessarily fraudulent, and might be done honestly. The jury found that the agent had authority to make the contract, and that, although the practice of giving commissions to servants was objectionable, yet in this case it did not amount to fraud so as to vitiate the contract.

It will be noticed that the question here was not precisely the same with that in *Morison v. Thompson*. The point now raised was whether the payment of money to the agent under the circumstances mentioned, vitiates the contract as between the principal parties in the transaction. On this point, at least, the opinion of the court is very clearly expressed. "It is going far enough for the present," says the Lord Chief Justice, "to say that in my opinion, if the principal, with whom an agent is negotiating on the part of another, agrees to give or does give that agent a secret gratuity, and then, on making the contract for his employer, the gratuity so given or promised directly or indirectly affects the mind of the agent to assent to anything which may be prejudicial to his employer . . . it is the case of an agent who has secretly received a gratuity from the party to whose interests he ought to be opposed. The giving of such gratuities we all agree ought to be discountenanced as highly improper and wrong, and is calculated to sap the fidelity of agents, and destroy the integrity of these transactions for their principals. That being so, if the gratuity has affected the conduct of the agent in the discharge of his duty to his plaintiff, that is sufficient to sustain the defence of fraud." The nature of the question at issue was rightly summed up by one of the learned judges, when he asked whether if one party bribed the agent of the other the contract was valid. The decision of the Court of Queen's Bench is perfectly just. It was contended by plaintiff's counsel that the rule established in *Morison v. Thompson* was simply the rule as between agent and principals, and not between the plaintiff and the other party. But what would be the effects of such construction? Not the least effect, and perhaps not the worst, would be that a wrong doer would be allowed to take advantage of his wrongful act. Such a result is certainly against the plain dictates of the laws of England, no less than a violation of every principle of equity. So evident was this to Mr. Justice Blackburn that on hearing Baron Pollock's ruling, he observed: "It seems to come to this—that the payment of a secret commission by one of the parties to the agent of the other, does not vitiate the contract unless it was intended to and did influence the terms of the contract. Now is that right in point of law? In equity it is certainly not so." How it is at law has already been answered. Indeed, if a plaintiff under such circumstances as those in the present action could secure a verdict, the efficiency of the laws against fraud would be greatly weakened, and the administrators of the law would themselves be bound to confess they were unable to cope with this evil without the intervention of the Legislature.

SEARCHES, INQUIRIES, AND NOTICES.

(Continued from page 300.)

MARRIED WOMEN'S PROPERTY.

UNDER this heading we propose to consider the modes in which real and personal properties, both in possession and in reversion can be dealt with.

Freeholds.

Previously to 1834, whenever any freehold property of a married woman was dealt with, it was necessary that a fine should be levied, but in that year fines were abolished, and a new and more sensible mode of conveyance was substituted. Sect. 77 of the Abolition of Fines and Recoveries' Act (3 & 4 Will. 4, c. 74) having empowered every married woman by deed to dispose of lands of any tenure, and money subject to be invested in the purchase of lands, and also to dispose of, release, surrender, or extinguish (or disclaim—8 & 9 Vict. c. 106, s. 7) any estate which she alone, or she and her husband in her right, might have in such lands or money, and also to release or extinguish any power reserved to her in regard to such lands or money, or any estate therein respectively, as effectually as she could do were she a *feme sole*, save and except that the disposition, release, surrender, or

extinguishment is not to be valid unless the husband concur in the deed, nor unless it be acknowledged by being produced by the married woman, and acknowledged by her as her act and deed before a judge of one of the Superior Courts at Westminster, or two perpetual commissioners, or two special commissioners appointed under the Act (sect. 79), who is, or are, to examine her apart from her husband, touching her knowledge of the deed, and to ascertain whether she freely and voluntarily consents to such deed (sect. 80). When from absence beyond seas, ill-health, or any other sufficient cause, the married woman cannot make the acknowledgment before a Judge or Commissioners, the Court of Common Pleas, or any Judge can issue a special commission for her examination, returnable within such time as the court or judge think fit (sect. 83). The Judge or commissioners is or are to sign a memorandum of the acknowledgment written upon the deed, and sign a separate certificate thereof, forms of both of which are given in the Act (sect. 84). The certificate, with an affidavit verifying it, and the signature to it, is to be lodged with an officer of the Court of Common Pleas, who is to see that it contains the proper particulars and then to file it (sect. 85). Upon the certificate being duly filed, the deed is to take effect, so far as the estate of the married woman is concerned, as from the time of its acknowledgment (sect. 86); but the execution by the married woman is not complete until the filing of the certificate: (*Jolly v. Hancock*, 22 L. J. N. S. Ex. 38.) The officer is to keep an index of the certificates containing the names of the women and their husbands alphabetically arranged, the dates of the certificates and of the deeds and other information (sect. 87); and is to deliver a copy signed by him of any certificate to any applicant, which copy is to be received as evidence of the acknowledgment of the deed (sect. 88). The Court of Common Pleas is empowered to make orders and regulations relating to acknowledgments (sect. 89).

If the husband, in consequence of being a lunatic, idiot, or of unsound mind, and whether found such by inquisition or not, or from any other cause, be incapable of executing a deed, or if his residence be not known, or if he be in prison or living apart from his wife, either by mutual consent or by sentence of divorce, or in consequence of his being transported beyond the seas, or from any other cause whatsoever, the Court of Common Pleas, by an order to be made in a summary way upon the application of the wife, and upon such evidence as to the court shall seem meet, may dispense with the concurrence of the husband in any case in which his concurrence is required by the Act or otherwise, and all deeds executed by the wife in pursuance of such order are to be executed by her in the same manner as if she were a *feme sole*, and (without prejudice to the rights of the husband as then existing independently of the Act) are to be as valid as they would have been had the husband concurred (sect. 91).

The Court of Common Pleas made some rules in Michaelmas Term, 4 Will. 4, but as they were revoked in the following term, we need not here further refer to them. By the rules of Hilary Term, 4 Will. 4, it was ordered that in taking acknowledgments one at least of the commissioners is to be a person who is not in any manner interested in the transaction giving occasion for the acknowledgment, or concerned therein as attorney, solicitor, or agent, or as clerk to any attorney, solicitor, or agent so interested or concerned (rule 2), but by virtue of 17 & 18 Vict. c. 75, s. 1, no deed, the certificate of acknowledgment of which has been filed, is to be impeached upon the ground only that the commissioners, or either of them, were or was so interested as above mentioned: (See *Ex parte Jane Menhennitt*, 21 L.T. Rep. N.S. 322; L. Rep. 5 C. P. 16, in which Byles, J. stated that the attorney concerned in the transaction should not act as one of the commissioners).

Before the commissioners receive any acknowledgment they are or the disinterested one is to inquire of the married woman separately, and apart from the husband, and from the attorney or solicitor concerned in the transaction, whether she intends to give up her interest in the estate to be passed by the deed without having any provision made for her in lieu of or in return for or in consequence of her so giving up such interest; and where such married woman, in answer to such inquiry, declares that she intends to give up such her interest, without any provision, and the Commissioners have no reason to doubt the truth of such declaration, and verily believe it to be true, then they are to proceed to receive the acknowledgment; but if it appear to them, or to such one of them, as aforesaid, that it is intended that provision is to be made for the married woman, then the Commissioners are not to take her acknowledgment until they are satisfied that such provision has been actually made, by some deed or writing produced to them; or if such provision has not been actually made before, then the Commissioners are to require the terms of the intended provision to be shortly reduced into writing, and are to verify the same by their signatures, in the margin, at the foot, or at the back thereof (rule 3). In *Re Lady Dallas* (30 L. J., N. S., 282, C. P.), it was decided that where provision is made by an investment in the funds, in the names of trustees, the deed declaring the trusts duly executed to the trustees must be produced to the Commissioners.

(To be continued.)

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Monday, March 8.

WITHDRAWAL OF THE JUDICATURE AMENDMENT BILL.

THE LORD CHANCELLOR, adverting to the Judicature Bill, expressed his disappointment at finding that the measure was now threatened with serious opposition in both Houses of Parliament. Under these circumstances the Government felt obliged to abandon the measure, at the same time regretting the necessity for withdrawing it.—Lord SELBORNE heard with very great regret the announcement made by the Lord Chancellor of the intention to abandon a measure the principle of which had been sanctioned by repeated divisions, and pointedly commented on the course taken by Mr. Walpole in the House of Commons, in giving notice of a motion concerning the subject-matter of the Bill while the measure itself was pending in the House of Lords.—The Duke of RICHMOND said that no one regretted more than himself the course the Government had felt obliged to adopt. With respect to Scotland and Ireland, with which the Bill dealt, it should be borne in mind that an eminent Scotch authority, Lord Moncreiff, and the late Chancellor of Ireland were, among others, opposed to the Bill.—Lord GREY thought that a Bill of such importance, introduced by the Government, ought not to have been disposed of by secret communications. If the Government had been defeated on any motion fatal to the progress of the measure, he should not then have blamed the Government for withdrawing it, though he should have regretted its loss, but he considered the course now pursued not creditable to the Government.—Lord DERBY wished it to be understood that the Government had come to the determination announced by the Lord Chancellor with feelings of deep disappointment, and from imperative necessity. If the Government had gone on with the Bill and been defeated on any material point, he felt that such a result would only have increased the difficulties of the case.—Lord GRANVILLE said that no reason had been given to show that there was any imperative necessity for withdrawing the Bill. As for the opinions of Lord O'Hagan and Lord Moncreiff, they were known last year, and before the Bill was given up its provisions ought to have been discussed in open daylight. He should like to know whether there was to be any further legislation on the subject during the present session, or whether the statute which took away appeals from the House of Lords in all English causes was to be allowed to come into operation.—The LORD CHANCELLOR replied that on that point he would give notice as early as possible.—Lord WAYNENEY expressed his approval of the withdrawal of the Bill. The order for further proceeding with it was then discharged, and the Bill was withdrawn.

POLICE MAGISTRATES' (METROPOLIS) SALARIES BILL.

Earl BEAUCHAMP, in moving the second reading of this Bill, said its object was to do an act of justice to meritorious public servants. There could be no doubt that it was originally intended to put the police magistrates of the metropolis on a level in regard to salaries with similar judicial officers, such as County Court judges and others. Since the year 1839, when these gentlemen were placed on their present footing, the population of London had enormously increased. It would be unwise parsimony to continue to pay them inadequately, and it was therefore now proposed to raise their salaries from £1200 to £1500, giving the chief magistrate at Bow-street £1800 a year.—The Bill was read a second time.

HOUSE OF COMMONS.

Monday, March 8.

WELSH COUNTY COURTS.

ON the motion for going into Committee of Supply, Mr. M. LLOYD rose to move for a Select Committee to inquire into the administration of justice in those portions of the Principality of Wales where the Welsh language prevails, and to consider the expediency of appointing official interpreters to attend the courts there. He said that in County Courts in the districts in question one-third of the jury might understand the English language well, another third might understand it very imperfectly, and the remaining third not at all. The evidence might be partly in Welsh and partly in English. The Welsh evidence was interpreted by an English interpreter who might happen to be in court at the time, for the sake of the judge and the counsel; the counsel addressed the jury in English, and the judge summed up in English; there was no interpretation of counsel's address or of the judge's

summing up; and yet the jury were asked to return a proper verdict according to the evidence, which they could not do, because a considerable portion of them did not understand the language in which the counsel and the judge had commented upon the evidence. As the parties to suits could not as a rule afford to employ an interpreter, there were frequent miscarriages of justice in the County Courts of Wales. Under these circumstances he contended that the Welsh people were entitled to demand that the Government should appoint official interpreters and pay them for their services. The fact that the Welsh preserved their ancient language was no reason why justice should not be properly administered, as it was in our colonies and in India, where different languages were spoken. It was no fault of the Welsh people that they spoke the old language, for the Government had neglected their education for centuries, and had only established schools in Wales quite recently. In conclusion, he moved for a select committee to inquire into the administration of justice in those portions of the Principality of Wales where the Welsh language prevails, and to consider the expediency of appointing official interpreters to attend the courts there.—Sir E. WILMOT seconded the motion.—Mr. O. MORGAN hoped that the hon. member would be more successful than he himself had been in his efforts to remedy the evil complained of. The popular notion was that the Welsh language was dying out, but at all events it was, like Charles II., unconsciously long time in dying. His own belief was that the number of persons who spoke Welsh in the Principality was actually, though not perhaps relatively, larger than it was a generation ago. At the schools children learned English as a foreign language, but resumed the use of their native tongue the moment they returned home. The miscarriage of justice was not the worst result of the existing state of things, which lowered the estimation in which the administration of justice was held by the Welsh people. He regretted the Government had not acted on the suggestion he made last year—that no County Court Judge should be appointed in Welsh-speaking districts who was unacquainted with that language.—Mr. CROSS reminded the House of a rule, which used to be enforced by means of a Sessional Order, that, on going into Committee of Supply, they should only talk about subjects relating to the branch of Supply. He did not complain of the course which had been taken, but thought the old rule might now be usefully mentioned. As to the motion, it was really necessary to pay some attention to the convenience of members in the appointment of Select Committees. Every session the work of the House seemed to grow greater and greater; and it was impossible to grant committees upon every subject brought forward by every member. Moreover, the hon. gentleman had used too strong colours in setting forward his case. He had mentioned instances of inconvenience and hardship which might happen, not instances which absolutely had happened under the present system. Last year a suggestion was made that the Judges in Wales should be asked whether official interpreters were necessary, and that these interpreters should be supplied not only at assizes, quarter sessions, and County Courts, but in all inferior tribunals. He had asked the opinions of the County Court judges on the subject, and, out of five, only one gave the proposal any encouragement, while the others were strongly against the proposal. One of these gentlemen said that the registrars and their clerks spoke Welsh fluently, and that the appointment of paid interpreters would cause quite unnecessary expense. Another said there was no difficulty in procuring a competent interpreter when one was required, and that the appointment of paid interpreters would be a waste of money. If his hon. friend would call his attention to any cases of particular hardship which had occurred in any part of Wales, he would consider them and communicate with the judges and consult the Lord Chancellor on the subject; but unless a much stronger case could be made out than the House had just heard, he must resist the appointment of a select committee.—The motion was withdrawn.

LADY DUDLEY'S JEWELS.

Mr. C. LEWIS asked the Secretary of State for the Home Department whether his attention had been particularly called to the fact that on the 15th, 16th, and 21st days of December last an advertisement appeared in the *Standard*, offering £1000 reward for the restoration of Lady Dudley's jewel case, having the following concluding paragraph:—"All communications made on the subject will be considered as strictly confidential, the sole object being the recovery of the missing property;" and, further, that on the same day an advertisement appeared in the *Times*, inviting any person into whose hands the jewel case might have fallen to communicate direct with Lord Dudley; whether Lord Dudley is a magis-

trate and chairman of quarter sessions of the county of Worcester; whether it was consistent with the duty of one holding that position to take such a course, and to offer to receive satisfaction for felony committed; and, whether, under these circumstances, it was intended by Her Majesty's Government to suffer such a proceeding to pass unnoticed.—Mr. CROSS.—I am sure the hon. member will not think I was intentionally guilty of an act of discourtesy to him in the way in which I answered his question the other night. I believe Lord Dudley is a magistrate and chairman of quarter sessions, and I believe the jewels in question have not been found. I also believe, as I stated the other night, that the legality of the particular advertisements referred to by the hon. member is very shortly to be brought before the law courts. Therefore, I hope the hon. member will pardon me for saying that I still entertain the opinion I expressed on the former occasion, that, under the circumstances, it would not be right for me simply as Secretary of State to attempt to give any interpretation of the law on the question or to apply that law to a state of facts of which I know really nothing. (Hear, hear.)

BANKRUPTCY LAW IN IRELAND.

Mr. C. LEWIS asked the Solicitor-General for Ireland whether the intention of the Government had been called to the unsatisfactory state of the law of bankruptcy in Ireland, and if any measure for the amendment of such law might be expected to be introduced by the Government during the present session.—The SOLICITOR-GENERAL for IRELAND.—The only communication that the Government has received calling attention to the law of bankruptcy as at present administered in Ireland is one from the Great Northern Law Club, forwarded to us since my hon. friend placed his question on the paper, and advising that clauses should be introduced into the Judicature (Ireland) Bill to facilitate the transaction of local bankruptcy business at Belfast. I can assure my hon. friend that those suggestions, together with any which he himself may make, will meet with a very careful consideration. It is not the intention of the Government during this session to introduce a measure dealing separately with the Irish bankruptcy laws.

Tuesday, March 9.

JURY LAW.

In answer to Mr. NORWOOD, Mr. LOPES said,—The Bill I introduced last session for the Amendment of the Jury Law containing over 100 clauses, was read a second time and passed through committee, with the approval, I think I may say, of hon. members on both sides of the House. The Bill, however, ultimately fell through, owing to causes over which I had no control. Having no reason to believe those causes might not still prevail, I feel I should not be justified in asking hon. members again to expend much time and labour on so long a Bill. I shall not, therefore, re-introduce the Bill this session.

THE LANDED ESTATES BILL.

THE following is a draft Bill prepared by Mr. King, solicitor of Maidstone, to which we recently referred in our leading columns:

A Bill intituled An Act to facilitate the proof of Title to Estates and Interests in Land, and other hereditaments; to protect purchasers and others against secret dealings therewith; and otherwise to amend the law relating to such estates and interests:—

Whereas it is expedient to provide further facilities for the proof of the title to estates and interests in land, and other hereditaments; and to protect purchasers and others against secret dealings therewith; and otherwise to amend the law relating to such estates and interests:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

1. This Act may be cited as "The Landed Estates Act 1875."

2. This Act shall apply to England only.

3. This Act shall commence and come into operation on the day of 1875.

PART I.—Establishment of Landed Estates Office, and appointment of Officers.

4. There shall be established in London a landed estates office, attached to and under the control of the Chancery division of Her Majesty's High Court of Justice.

The business of such office shall be conducted by a registrar, with the aid of such assistant registrars, examiners of title, clerks, officers, messengers, and servants as the Lord Chancellor may fix, with the consent of the Treasury.

5. The registrar shall be appointed by Her Majesty by letters patent, and shall be a barrister of ten years' standing at the least. Upon any vacancy occurring in the office of registrar, Her

Majesty may in like manner appoint his successor.

6. The assistant registrars and examiners of title shall be appointed, and may be removed by the Lord Chancellor. The clerks shall be appointed by the Lord Chancellor, and shall hold their offices during his pleasure; and upon any vacancy occurring in the office of assistant registrar, examiner of title, or clerk, the Lord Chancellor may appoint another person in his place. The officers, messengers, and servants shall be appointed by the registrar, and shall hold their offices during his pleasure; and all the assistant registrars, clerks, officers, messengers, and servants shall, in the execution of their duties, conform to such regulation as may be issued by the registrar.

7. The registrar may, subject and in accordance with general orders, delegate to the assistant registrars such of the powers vested in him by this Act as he shall think fit.

8. The district registries which are, or shall be established under the provisions of the Supreme Court of Judicature Act 1873, shall be deemed to be auxiliary to the landed estates office, and the district registrars thereof shall perform such duties in respect of any proceedings under this Act as general orders may direct, and in respect of such duties shall be deemed to be assistant registrars of the Landed Estates Office.

9. A seal shall be prepared for the Landed Estates Office, and any instrument purporting to be sealed with such seal shall be admissible in evidence, and, if a copy, the same shall be admissible in evidence in like manner as the original.

10. All proceedings in the Landed Estates Office shall be deemed to be proceedings in the chancery division of Her Majesty's High Court of Justice, and the registrar and assistant registrars thereof are hereby empowered to administer oaths, take affidavits, summon witnesses before them, make orders, and give directions touching any application or proceedings under this Act; and all such summonses, orders, and directions, shall be as effectual as though the same had been made by a judge of the chancery division of Her Majesty's High Court of Justice, subject, nevertheless, to appeal to the chancery division of Her Majesty's High Court of Justice, or a judge thereof. Provided always, that such registrar, or assistant registrars, shall not have power to commit for contempt of court.

PART II.—Application for, and grant of certificates.

11. Any person claiming any estate or interest, or having contracted to acquire any estate or interest in land or other hereditaments, whether vested or contingent, may file in the Landed Estates Office an application for a certificate under this Act in respect of such estate or interest.

12. A power to appoint or convey any estate or interest in land, or other hereditaments, or to create any charge thereon, and money or other burdens charged upon land, or other hereditaments, so far as they are charged, are to be deemed estates or interests in land for the purposes of this Act.

13. Such application shall contain a description of the estate or interest in respect of which such certificate is required, and of the qualifications, conditions, charges, or incumbrances, if any, to which it is admitted to be subject; and may also state any allegations material to the title to such estate or interest which the applicant desires to prove on the consideration of such application.

14. Such application, and the proof of the allegations which the applicant shall be desirous of proving on the consideration thereof as aforesaid, shall be examined by, or under the direction of the registrar; and, if the registrar shall be of opinion that any allegation contained in the application has not been satisfactorily proved, he shall give notice to the applicant requiring him either to give further proof of such averment, or to amend the application by the omission thereof. The registrar may also give notice to the applicant to strike out, or qualify any averment contained in the application, or to obtain the direction of a judge of the chancery division of Her Majesty's High Court of Justice in respect thereof.

15. The registrar shall cause all documents which are produced to, or examined by him on the consideration of any application for a certificate under this Act to be stamped, or otherwise marked, in such manner as to give notice of the proceedings upon which they were so produced or examined.

16. It shall be the duty of the registrar on the consideration of any application for a certificate under this Act, to ascertain whether the applicant has previously obtained a certificate under this Act in respect of the same estate, or interest, or in respect of any estate, or interest out of, or from which such estate or interest has been created or reserved; and, if it shall be found that he has done so, or that it is doubtful whether any former certificate obtained by the applicant relates to the same land or hereditaments, then, unless the

certificate so previously obtained by such applicant shall be produced on the consideration of the application to be marked as hereinbefore provided, the applicant shall be required to state some fact or facts, showing a sufficient reason for his requiring the certificate applied for, but shall not be required to prove such fact or facts; and, unless the registrar shall otherwise direct, notice of the certificate so previously obtained by the applicant, and of the fact or facts so stated by him, shall be given on the face of the certificate to be issued on such application; and such certificate shall then only be available in consequence of the fact or facts so stated, and its validity, and the validity of any notice endorsed or marked thereon, shall be dependent upon the truth thereof; and, if the fact or facts so stated are that such former certificate has been lost or mislaid, or that the applicant has allowed the same to pass out of his custody or control otherwise than on the occasion of his having made some disposition of his estate or interest thereunder, notice of which is endorsed, or otherwise marked thereon, the certificate to be issued on each application, and any notices endorsed or marked thereon, shall be void as against such persons thereafter claiming title under such former certificate, as shall derive their title under such former certificate, without notice of the certificate to be issued as aforesaid, and against persons claiming under them, to the extent to which such persons would but for this provision have been prejudiced by the certificate to be so issued as aforesaid.

17. When the investigation of the application has been completed, and the registrar is satisfied that the allegations material to the title to such estate or interest contained in the application, if any, have been proved, and, in case the application is made by a person alleging that he had contracted to acquire the estate or interest in respect of which the certificate is required, when the necessary assurance for vesting such estate or interest in the applicant has been produced, duly executed, and verified, to the registrar, or when so directed by a judge of the Chancery Division of her Majesty's High Court of Justice, the registrar shall cause a certificate to be prepared on parchment, and sealed with the seal of office, showing that such application has been duly filed, and setting out the estate or interest claimed by the applicant, and the qualifications, conditions, charges, and incumbrances, if any, to which it has been shown, or is admitted to be subject; and also stating what allegations, if any, material to the title of such estate or interest have been proved to the satisfaction of the registrar.

18. The application to be filed, and certificate to be granted under this Act as aforesaid may contain any recitals for explaining the state of the title to the estate or interest to which it relates, and may state generally that the applicant desires to, or has proved, to the satisfaction of the registrar, a marketable title to such estate or interest, or a marketable title commencing from a certain date, or subject to any missing links or evidence; and any matter instead of being shown on the face of such application or certificate, may be stated by reference to any document, event, or fact; but, in all cases, the parish or parishes, or place or places, and the county or counties, to which the lands or hereditaments to which such application or certificate relates shall be stated therein.

19. The registrar shall keep a book or books for each county, in which he shall enter in alphabetical order the name of every person to whom he shall grant a certificate under this Act, in respect of lands or hereditaments in such county, and his usual place of abode, title, trade, or profession, with the date of such certificate, and some distinguishing letter, figure, or mark referring thereto, and the parish or parishes, or place or places in such county, in which the lands or hereditaments to which such certificate relates are situate, but the registrar shall not enter in any such books any statement of the estate or estates, interest or interests in such lands or hereditaments in respect of which such certificate is granted. All persons shall be at liberty to search the said books on payment of the fee of one shilling, in respect of each name and county searched for. No certificate shall be issued out of the Landed Estates Office until such memorandum thereof has been entered in such book as aforesaid, for twenty-four hours. Counties of towns or cities shall not be deemed counties under this Act, but shall in each case be deemed part of the county in which they are situate. General orders may divide any county or counties into divisions for the purposes of this Act, and each such division shall from the time when such general order shall take effect be deemed a separate county for the purposes of this Act.

20. Such certificate so sealed as aforesaid shall be delivered to the applicant, his solicitor, or agent, or such other person or persons as may become entitled thereto; but in case such certificate shall state that any allegation material to

the title of the applicant has been proved to the satisfaction of the registrar, then, before such certificate is so delivered, all deeds and documents (if any) proving, or supporting the proof of such allegations, which are in the custody or control of the applicant, either solely, or jointly with any other person or persons, and which would in the usual course, if this Act had not been passed, have been delivered to a purchaser, in case the applicant had sold the estate or interest in respect of which such certificate is granted, shall be deposited in the Landed Estates Office; and the applicant shall not be entitled to set up as a reason for not depositing in the Landed Estates Office any deed or document in the custody of control of himself, either solely, or jointly with any other person or persons, the fact that such deed or document relates to the title to any other estate or interest in land, or other hereditaments not comprised in such certificate.

21. The custody of a certificate under this Act shall be deemed to be equivalent to the custody of a title deed of the estate or interest in respect of which it is granted; and, in case such certificate shall state that any allegation material to the title of the applicant has been proved to the satisfaction of the registrar, such statement shall, for the purpose of manifesting and defending the estate or interest of the applicant, and of persons claiming through or under him, be *prima facie* proof of the fact so stated; and no purchaser, or other person dealing with such estate, shall, without the sanction of a judge of Her Majesty's High Court of Justice to be obtained either before or after such requisition is made, require any further evidence thereof.

PART III.—Dispositions of Landed Estates, and Custody of Deeds.

22. No person shall be competent to convey or otherwise dispose of, or to create any estate, or interest out of any estate or interest in land or other hereditaments to which he shall be entitled immediately under a will, or intestacy, or to which he shall be entitled immediately under any instrument, which such person is not able to produce to be marked as hereinbefore provided, by any voluntary assurance, other than by will, unless, and until, he shall obtain, and be able to produce to be marked as hereinbefore provided, a certificate under this Act in respect of such estate or interest. Provided always, that the provisions of this clause shall not apply to the creation or dealing with leasehold estates held for any period not exceeding thirty-five years at rack rent, or to the estate of a bare trustee.

23. When any estate or interest in land or other hereditaments is conveyed or disposed of, or any other estate or interest thereout is created, by any voluntary assurance, other than by will, notice of the assurance by which the same is effected, shall, if the person making such assurance is entitled to such estate or interest immediately under a will or intestacy, be endorsed, or otherwise marked on the certificate under this Act, in respect of such estate, to be obtained by the person making such assurance; and, in any other case, shall be endorsed or otherwise marked on the deed or instrument under which the person making such assurance immediately claims; or, in case such deed or instrument cannot be produced for the purpose of being so marked, then upon a certificate under this Act, to be obtained by the person making such assurance. In case default shall be made in marking such notice in manner aforesaid, such assurance shall, as against any person who but for this provision would be prejudiced by such default (other than the person making such assurance, his heirs, successors, executors, and administrators), be void to the extent to which such person is so prejudiced. Provided always, that the provisions of this clause shall not apply to the creation or dealing with leasehold estates for any period not exceeding thirty-five years at rack rent, or to the estate of a bare trustee.

24. Any person having in his possession any deed or document relating to the title to any estate or interest in land or other hereditaments, may, upon filing such statement as shall be prescribed, deposit the same in the Landed Estates Office, and shall thereby be discharged from all liability, whether under express covenant or otherwise in respect of the custody, making copies, abstracts, or extracts, or production thereof; provided that such person when, and so far as he reasonably can, shall inform the person or persons legally or equitably entitled to the production thereof that the same has been so deposited.

25. When any deed or document of title is deposited in the Landed Estates Office, the person or any of the persons who would have been entitled to the custody of such deed or document in case the same had not been deposited, may state that he desires that such deed or document shall be open to inspection by any person, and in such case such deed or document shall be open to inspection,

and office copies thereof may be obtained by any person upon payment of such fees as shall be prescribed; but otherwise the person or persons depositing the same may obtain from the registrar one or more memorandum or memoranda, authorising the bearer to inspect and take office copies of such deed or document; and any person, who would have been legally or equitably entitled to the production of such deed or document as aforesaid, if the same had not been so deposited, may at any time or times obtain from the registrar such a memorandum or memoranda as aforesaid. Any person producing such a memorandum as aforesaid to the registrar, may, on payment of the prescribed fees, inspect or obtain an office copy of the deed or document to which it relates.

26. Any person who shall be entitled jointly with any other person or persons to the custody or control of any deed or document of title, may require that the same shall be deposited in the Landed Estates Office, and may apply to the registrar for an order directing any person or persons who shall have, or be suspected of having, any such deed or document in his custody or control, or of being cognizant of any fact as to the custody or control of such deed or document, to deposit such deed or document in the Landed Estates Office, or disclose what he is cognizant of respecting the custody thereof, and the registrar shall make such order on such application, as he shall deem just.

27. The registrar may direct any person or persons having the custody or control of any deed or document of title, to the production of which the person requiring the production thereof, or any trustee for him, or any person having an estate prior to his estate under the same will or settlement is entitled, to produce the same in any proceeding under this Act, at the expense of the person requiring the same.

PART IV.—Miscellaneous Provisions.

28. The application authorised by the 9th section of the Vendor and Purchaser Act 1874, to be made to the judge of the Court of Chancery in England, at chambers, may, if the applicant so desires, be made to the registrar of the Landed Estates Office, and the registrar shall make such order thereon as he shall deem just.

29. When it shall be necessary in any judicial proceeding in any court of record in England to investigate the title to any estate or interest in land, or other hereditaments, such court, or a judge thereof may, at any time before it shall have completed such investigation, require the registrar to investigate and report upon such title to such court, and the registrar shall investigate and report thereon accordingly to such court, and such court may act upon such report so far as it shall think proper.

30. The Chancery division of Her Majesty's High Court of Justice, or any judge thereof, shall have power to direct that any certificate under this Act shall be granted, cancelled, or varied; and any person who considers himself aggrieved by any action or omission of the registrar or his assistants, in any proceeding under this Act, may apply to a judge of the Chancery division of Her Majesty's High Court of Justice, in a summary way at chambers for such an order as he may desire to have made, and the judge shall make such order thereon as he shall deem just.

31. Where any sum of money, or any costs, charges, or expenses, shall be payable by any person under any judgment, decree, order, statute, recognisance, or other proceeding, in any court of record in England, the person entitled to put in force such judgment, decree, order, statute, recognisance, or other proceeding as aforesaid, may at any time or times, and from time to time, apply in a summary way to a judge of the Chancery division of Her Majesty's High Court of Justice for an order, that the whole, or any part or parts of the estates, or interests in land or other hereditaments, to which the person liable to make such payment is entitled, shall be sold, and the proceeds of such sale applied in or towards satisfaction of such judgment, decree, order, statute, recognisance, or other proceeding as aforesaid; and the judge shall make such order thereon as he shall deem just, and shall have jurisdiction to order that the estates and interests of the person liable to make such payment as aforesaid, or any part of such estates, or interest, shall be sold under the direction of the judge, and to give all necessary directions, and make, or cause to be made, all necessary inquiries for effecting such sale, and for applying the proceeds thereof, or a sufficient part thereof, in or towards satisfaction of such judgment, decree, order, statute, recognisance, or other proceeding as aforesaid; and such order shall constitute a *lis pendens* within the terms of the Act passed in the session holden in the second and third years of the reign of her present Majesty, chap. 11, intitled "An Act for the better protection of purchasers against judgments, Crown debts, *lis pendens*, and *fiats* in bankruptcy," provided the same

be duly registered in manner required by such Act concerning suits in equity.

32. All costs, charges, and expenses, incurred by any trustee in or about any application under this Act, shall be deemed to be costs, charges, and expenses incurred by him in the execution of his trust; and he may retain or reimburse the same to himself out of any money coming to him under his trust, or if necessary he may raise the amount thereof by charging his trust estate.

PART V.—Offences.

33. If in the course of any proceedings in pursuance of this Act, any person intervening in such proceedings as principal or agent, with intent to conceal from the registrar or the court the title or claim of any person, or to substantiate any false claim, wilfully suppresses, assists in suppressing, or is privy to the suppression, of any document in his possession, or any fact within his knowledge, the person so suppressing, assisting in suppressing, or privy to suppression, shall be guilty of a misdemeanor, and upon conviction shall be liable to be imprisoned for a term not exceeding two years, with or without hard labour, or to be fined such sum as the court by which he is tried may award.

34. If any person fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement, of any certificate under this Act, or fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement of any entry on any certificate under this Act, or of an erasure from or alteration of any such certificate, or of any notice marked on any deed or document in pursuance of the provisions of this Act, such person shall be guilty of a misdemeanor, and be liable to a imprisonment for any term not exceeding two years, with or without hard labour, or to be fined such sum as the court by which he is tried may award.

35. If any person in any affidavit, statutory declaration, or examination upon oath required or authorised to be made for any purposes under this Act, wilfully makes a statement false in any material particular, he shall be guilty of a misdemeanor, and shall be liable to imprisonment with or without hard labour for any term not exceeding two years, or to be fined such sum as the court by which he is tried may award.

36. No proceeding or conviction for any act hereby declared to be a misdemeanor shall affect any remedy which any person aggrieved by such act may be entitled to either at law or in equity against the person who committed such act.

37. Nothing in this Act contained shall entitle any person to refuse to make a complete discovery by answer in any legal proceeding, or to answer any question, or interrogatory in any civil proceeding in any court; but no such answer or any answer to any such question or interrogatory shall be admissible in evidence against any person in any criminal proceeding under this Act.

PART VI.—Rules, General Orders, Fees, &c.

38. The registrar shall, with the sanction and under the direction of the Lord Chancellor, frame and cause to be printed and circulated, or otherwise promulgated, such rules and forms and directions as he shall think fit for facilitating proceedings under this Act, or otherwise in reference thereto, and may from time to time, with and under the like sanction and direction, annul and vary those rules, forms, and directions.

39. The Lord Chancellor may, with the advice and assistance of the registrar, from time to time make, and from time to time rescind, alter, or annul general orders for the effectual execution of this Act, and of the objects thereof, and the regulation of the practice and procedure thereunder. All orders made in pursuance of this section shall be of the same force as if enacted in this Act, and shall be judicially noticed.

40. The Lord Chancellor shall, with the consent of the Treasury, and with the advice and assistance of the registrar, from time to time prescribe a scale of fees to be charged for any business done by any officer of the Landed Estates Office under this Act, and may from time to time, with such consent as aforesaid, alter or vary such scale.

41. The following rules shall be observed with respect to the collection of fees:—

1. All fees payable in respect of certificates or proceedings under this Act shall be received by stamps denoting the amount of fees payable, and not in money.

2. When any fee is payable in respect of a document, a stamp, denoting the amount of fee, shall be affixed to, or impressed on such document.

3. The Commissioners of Inland Revenue shall provide everything that is necessary for the collection of the moneys hereby directed to be paid by stamps and shall appoint proper persons to sell and distribute such stamps.

4. The Commissioners of Inland Revenue shall make regulations for the allowance of such stamps issued in pursuance of this Act as may be spoiled, or for which the owner has no

immediate use, or which through inadvertence or mistake may be improperly or unnecessarily used.

All fees payable and penalties incurred under this Act shall be paid into the receipt of Her Majesty's Exchequer, and carried to the account of the Consolidated Fund of the United Kingdom of Great Britain and Ireland.

42. The several Acts for the time being in force relating to stamps under the care or management of the Commissioners of Inland Revenue, shall apply to the stamps to be provided in pursuance of this Act, and to any document on or to which such stamps may be impressed or affixed, and to collecting and securing the sums of money denoted by stamps, and to preventing, detecting, and punishing all frauds, forgeries, and other offences relating thereto, as fully as if such provisions had been herein repeated and specially enacted with reference to the said last-mentioned stamps and sums of money respectively.

43. The Lord Chancellor may, from time to time, fix a scale of fees to be paid to the examiners of titles and district registrars of Her Majesty's High Court of Justice, and also of costs to be paid to solicitors or certificated conveyancers, in respect of any service to be rendered by them in any matter relating to proceedings under this Act; and he may from time to time alter any such scale when fixed.

44. All general orders, scales of fees and costs, made and fixed under this Act, shall be laid before the Houses of Parliament forthwith if Parliament be sitting, and if not, within fourteen days after the next sitting of Parliament.

Part VII.—Salaries and Expenses.

45. There shall be paid out of moneys to be provided by Parliament—

To the Registrar a salary of _____ a year.
To the assistant registrars, clerks, officers, messengers, and servants, such salaries as the Lord Chancellor, with the consent of the Treasury shall determine.

All incidental expenses of carrying this act into effect.

46. Her Majesty may, by letters patent, grant to any registrar, after a service of twenty years, if he shall then have attained the age of sixty years, or in the event of his being disabled by permanent infirmity from the performing of the duties of his office, a pension by way of annuity not exceeding two-thirds of his salary, to continue during his life.

47. The Treasury may order to be paid to any officer or person employed in the Landed Estates Office other than the registrar and examiners of title, who is disabled by permanent infirmity from the performance of the duties of his office, or who has attained the age of sixty years, and who is desirous of resigning, such superannuation allowance as is authorised with respect to persons in the permanent civil service of the State by the Superannuation Act, 1859.

48. Every officer and person hereafter appointed to a permanent situation in the Landed Estates Office, whose whole time shall be devoted to the duties of his office (other than the registrar and examiners of title), shall be deemed to be employed in the permanent civil service of Her Majesty, and shall be entitled as such to a pension or compensation in the same manner, and on the same terms and conditions as the other permanent civil servants of Her Majesty.

49. The registrar shall not, nor shall any person acting under his authority be liable to any action, suit, or proceeding for or in respect of any act or matter *bona fide* done or omitted to be done, in the exercise, or supposed exercise of the powers of this Act.

PART VIII.—As to Existing Registries.

50. The registrar, assistant registrars, examiners of title, clerks, messengers, and servants, at the time of the commencement of this act attached to the office of Land Registry, under an act passed in the session of the twenty-fifth and twenty-sixth years of the reign of Her present Majesty, chapter 53, intitled An Act to Facilitate the Proof of Title to and the Conveyance of Real Estate, shall, from and after the commencement of this Act, be transferred and attached to the Landed Estates Office constituted by this Act, and shall be considered for all purposes as having been appointed under this Act to their respective offices; and they and their successors shall, for all the purposes of the said act, 25 & 26 Vict. c. 53, so far as it will remain in operation after the passing of this Act, but not so as to entitle any of them to any other salaries than as officers appointed under this Act, and for all the purposes of the Act passed in the session of the twenty-eighth and twenty-ninth years of the reign of Her present Majesty, chapter 78 (the Mortgage Debenture Act 1865), be deemed and considered to be officers appointed and acting under the said Act, 25 & 26 Vict. c. 53, and having to discharge the duties belonging to such officers.

51. All books, documents, papers, and chattels in the possession of the office of Land Registry,

as constituted before the passing of this Act, or in the official possession or custody of any person attached to or performing any duty in aid of such office, shall be transferred to the Landed Estates Office as constituted by this Act, or to the same officer acting under this Act.

52. From and after the commencement of this Act, there shall be repealed the said Act of the session of the twenty-fifth and twenty-sixth years of the reign of Her present Majesty, chapter 53, intituled "An Act to Facilitate the Proof of Title to, and the Conveyance of Real Estate," and also another Act passed in the same session, chapter 67, intituled "An Act for Obtaining a Declaration of Title"; but such repeal shall not affect any right acquired or liability incurred under the said Acts hereby repealed, or either of them; and the registrar of the Landed Estates Office shall provide for granting certificates under this Act, without cost to the parties interested, of all estates and interests registered under either of the Acts hereby repealed; and no such title shall be, or become subject, by virtue of anything in this Act contained, to any estate, interest, charge, incumbrance, or liability whatsoever, to which the same would not have been subject if this Act had not been passed; and care shall be taken to protect all rights acquired in pursuance of registration under the said Acts hereby repealed or either of them.

53. The commissioners of Her Majesty's Treasury shall frame regulations for closing, at such time or times as they may think fit, the register offices for the West and North Ridings of the County of York, the East Riding of the same county, the town and county of the town of Kingston-upon-Hull, and the county of Middlesex respectively; and for preserving and keeping open for inspection the documents in the custody of such offices. In the meantime, and until the closing of such offices respectively, the provisions of the several Acts of Parliament now in force relating to such register offices, or any of them, shall not be applicable to any assurance made after the commencement of this Act; and when such offices respectively shall be finally closed under the regulations to be so made as aforesaid, the said several Acts relating thereto respectively shall cease to be in force, except as to any matters and things done or omitted to be done prior to such closing of the same respective offices.

54. From and after the commencement of this Act, sect. 12 of an Act passed in the eighteenth and nineteenth years of the reign of Her present Majesty, chapter 15, intituled "An Act for the better Protection of Purchasers against Judgments, Crown Debts, cases of *lis pendens*, and Life Annuities, or Rent Charges," shall be repealed, except as to any matters done or omitted to be done thereunder before the commencement of this Act.

SOLICITORS' JOURNAL.

We have watched very closely all that has recently happened in regard to the Judicature Bill, which was withdrawn on Monday last by the Lord Chancellor, and had it not been for the protest of Mr. Wills, Q.C., we should have felt satisfied that political motives prompted the action of most of those who resisted the measure. Mr. Frederick Calvert, Q.C., who, by the way, not long since, by means of a pamphlet, defended the Inns of Courts against Lord Selborne's so-called attack as embodied in the School of Law and other Bills, has written a letter, which appeared in Monday's *Standard*, begging the whole question as to whether the House of Lords should constitute the final court of appeal, and whose reference to 500 or 600 cases without any statement as to time, points to the supposition that there is to be no limit to the number of years to be occupied in hearing and determining such a number of cases. We refer elsewhere to this letter. The *Standard* of Friday in last week contained an article on this question, which stated that it was not a "political one." There were inaccurate statements of facts in this article, among others the following. Referring to the Judicature Act of 1873, our contemporary observed: "Our Scotch and Irish fellow subjects resent it, as depriving them of an Imperial and venerable court of appeal. The legal profession in both countries look with undisguised repugnance upon the prospect of subjecting decisions of their courts to review and reversal by a tribunal similar in composition and scarcely superior in dignity to their own. And in England the discontent is even more general. Distrust and apprehension have been manifested by suitors who have always looked upon the House of Lords with confidence, and by the public, whose interests are so largely involved in the preservation of every ancient safeguard for the due administration of justice. But the strongest condemnation of Lord Selborne's Act is

to be found in the avowed antagonism of eminent members of the Bar, who, irrespective of political leanings, have united to press upon Lord Cairns the advisability of retracing a step taken with much haste and little good speed, and which has ever since furnished topic for regretful comment." Now, "our Scotch and Irish fellow subjects," that is, those who have agitated in favour of preserving the appellate jurisdiction of the House of Lords, have simply done so because they prefer it to the Imperial Court of Appeal as proposed to be constituted by the Bill recently before Parliament. The Scotch Faculty of Advocates passed two resolutions, one against all change except an improvement in the procedure of the House of Lords as a court of appeal; the other to the effect that the House of Lords was a better court of appeal than that proposed to be constituted, but yet not objecting to a new imperial court of appeal, if created in such a manner as to secure the attendance upon it of lawyers from the different sections of the empire. Then as to the statement about the antagonism of members of the Bar to Lord Selborne's Act. We venture to say there has been no such antagonism. That Act was received by the whole legal Profession as an absolute necessity. Suitors can hardly have manifested "distrust and apprehension" in regard to an Imperial Court of Appeal, the existence or constitution of which has never been decided on. And as regards the discontent in England, it really only existed in the imagination of our contemporary. Lord Selborne's School of Law and other Bills, forced on the Inns of Court certain meagre reforms in regard to legal education, and now they turn round on his Lordship and say "there is no necessity for any reform whatever." So with the House of Lords, it was deprived of its appellate jurisdiction as regards England nearly two years ago, and now when we are discussing the question of how an Imperial Court of Appeal shall be constituted a sudden rush is made with a view of restoring the old and most unsatisfactory order of things, and we are promised that the House of Lords will, for the future, conduct its appeal business in a more satisfactory manner. It should be no difficult matter for any Government so to constitute an Imperial Court of Appeal as that it shall be acceptable alike to suitors and lawyers in every part of the empire, and that without restoring a state of things which more than anything else served to discredit the House of Lords. When we remember the enormous expense attending an appeal to the House of Lords, the great lapse of time, often amounting to years, before such cases come before the court, and finally that often the court was so constituted that, could the appellant have foreseen it, he would have abided by the decision of the court below, it must be conceded that substantial reform is needed. In conclusion, we have heard a good deal about our "Scotch and Irish fellow subjects," "influential members of the Bar," and "English suitors," from our contemporary, the *Standard*; but the Junior Bar and solicitors (who, by the way, were excluded from serving on the "influential committee," unless they happened to be members of Parliament), have not been heard on this question, and we cannot doubt that if it were customary to memorialise a Government in favour of the existing law, a large majority of so many of these gentlemen as regard this great question from a professional and not a political standpoint, would have pronounced against the House of Lords as the final Court of Appeal. At all events, it is not because they have not organised an "influential committee," which still holds meetings, and have not agitated upon this question that it is therefore to be assumed that they acquiesce in the efforts to restore the former jurisdiction of the Upper House, and which has so far succeeded as to drive the Lord Chancellor, fearing political defeat, to withdraw his Bill. The question cannot be shelved for long, except by the further postponement of the Judicature Act of 1873, and by what has happened in regard to the measure now withdrawn, and others similar to it, a play has been enacted which reflects no credit on the legislators of the country in either House of Parliament.

In another column we publish a report of an important application by a local solicitor to the learned Judge of the Chester County Court. We can hardly believe it possible that similar applications have not been made long ago all over the country. For at least a year past a multitude of complaints have reached us of the encroachments of unauthorised persons, while so far as County Courts are concerned a ready remedy has been at hand in the provisions of the Attorneys' Act 1843 (6 & 7 Vict. c. 73 s. 36). It is not two months ago that we not only directed attention to the terms of this section, but actually printed it verbatim, in the hope that solicitors would do what was necessary to have its provisions enforced. It is not creditable to the Profession that

they should for so long a time have allowed agents of all kinds to get even the footing they have in undertaking solicitors' duties, and the least they can do is at once to put an effectual stop to their malpractices for the future. Mr. W. H. Churton, of Chester, has given the signal for what we hope will prove united action in suppressing County Court agents who have for years been allowed to offend against the law with impunity. We trust that other County Court Judges will follow his Honour in a similar expression of opinion, far more necessary in the interests of the public than the Profession. The section of the Act to which we refer should be printed and exhibited in every County Court where unauthorised persons abound.

No one who is conversant with our Statute Law can fail to observe its shortcomings, which must be attributed in a great measure to our defective mode of legislation. The necessity arises for an Act to correct an abuse of law, or to extend or amend an existing law, a Bill is drafted for the purpose and is introduced into the Upper or Lower House for the deliberation of those entrusted with the guardianship of our laws; the Bill passes into committee, and here much of the mischief commences, various amendments to the original Bill are suggested and carried, and certain clauses are eliminated, until, at last, that which the mature and careful consideration of the draftsman has intended shall be an effectual remedy for an existing evil, becomes almost a dead letter. The Bill has scarcely received the sanction of the Legislature and passed into law, before it is discovered to be full of faults and shortcomings, which are animadverted upon in strong terms by those to whom the administration of our laws is entrusted. To supply these defects and errors an "amending" Act is passed, which in its turn oftentimes produces a "further amending" Act, and so we get from bad to worse. Surely there is a very simple remedy for this state of things. A select committee of examiners conversant with the particular branch of law to which the statute applies, might be appointed to consider the Bill when it has passed through one House, or previous to its receiving the sanction of the Legislature, and so becoming the law of the realm. The amendments would then receive proper consideration and would be fitting in themselves, and fewer opportunities would be given to evade the law by those who desire to do so. There is yet another stumbling block in our mode of legislation. The obscure wording of the statutes often leads to the greatest confusion in their interpretation. The statute is crammed with provisos and partial restrictions, which bewilder the most attentive and accustomed reader, so that those who attempt to interpret the same clause oftentimes arrive at different conclusions as to its precise meaning. It is a common saying that every man is presumed to know the law, but we cannot be surprised at the ignorance that is often displayed in this respect when we witness the difficulty of interpreting the law experienced by those who are daily in the habit of studying its technicalities. There is no reason why a statute that is required to be amended should not be wholly repealed and re-enacted, with its amendments, or if any particular clause in an Act, or any part thereof, requires amendment, the amending statute should state precisely what sections of the former statute are repealed, and a clause requiring amendment in part should be wholly repealed and re-enacted. This would save much confusion. The codification of our law is now receiving consideration from those who are competent for the undertaking, and it is to be hoped that their labours will be crowned with success.

A CORRESPONDENT writes as follows upon the subject of ten years' clerks entering the Profession:—"With reference to the question of the ten years' law clerks and the preliminary examination, which has for the last few weeks been written upon in your columns, will you allow me, as one of such clerks, to say that I think my brethren in the Profession are making 'much ado about nothing.' In the first place I suppose 'An Old Country Attorney,' or any other solicitor, does not really wish to deprive a ten years' law clerk of the benefit of two years of his articles, and the only serious question seems to be the advisability of dispensing with the preliminary examination in such cases. I think if a ten years' clerk is desirous of entering the Profession he might easily qualify himself for the examination in question, as such a step is seldom decided upon in haste. That being the case I do not see why he should not, in his leisure hours, prepare himself for the ordeal, as it is only an examination in general knowledge, the only real difficulty (to a ten years' clerk) being the questions in Latin, and this might be surmounted if he would, for a few months, apply himself to 'Kennedy.' As to the assertion that the ten years' men have had little or no educa-

tion, I think the experience of 'An Old Country Attorney' has been particularly limited in this respect. My own impression is that there are few such men who would not be able to pass the preliminary very creditably." The above are questions which must be discussed with moderation. We think there is a growing tendency to an undue relaxation of the means by which law clerks enter the Profession, and we think, moreover, that the power upon this subject should be vested in the council of the Incorporated Law Society. Solicitors' clerks have in any case a great advantage over barristers' clerks as regards entering the ranks of the Profession. We should, however, be very sorry to see the doors of admission altogether closed on the former.

THE office of magistrates' clerk to the justices of the City of Bristol is vacant. It is worth a clear £700. The assistant clerks will be appointed by the justices, and paid by the borough treasurer. The qualifications are that the clerk must be a solicitor conversant with the administration and practice of criminal and magisterial law, who must devote his whole time to the duties, giving up all private or other practice.

ANOTHER solicitor, in the person of the recently elected member for the City of Norwich, has entered the House of Commons, and his political victory excludes a member of the other branch of the Profession, who would otherwise have been returned. Mr. Tillett's success should be hailed with satisfaction by all solicitors, whose legitimate interests have even now, numerically speaking, but a feeble representation in Parliament.

IN consequence of the order recently made by the judge of the Portsmouth County Court, reserving the table in the court house for the use of solicitors and members of the press, the president of the Portsmouth Law Students' Debating Society (the magistrates' clerk) placed himself in communication with his Honour on behalf of the articulated clerks attending the court, submitting, through the registrar, that the object of the order was to secure fitting seats for members of the Profession, and to prevent the table being monopolised by accountants and other non-professional men, and asking that, subject to the precedence of the solicitors, the articulated clerks should be recognised. His Honour has ordered that such of the articulated clerks as attended with their principals, might sit at the table with them when there was room and for such as attended without their principals a separate part of the court would be provided. This has, we understood, given great satisfaction to the law students. We quite concur, however, in the distinction which his Honour took, although the best accommodation possible should be given to students attending County Courts for the purpose of instruction.

AT Somerset House, and in many other of the public offices, the junior clerks are first approached by those having business at such offices, and as the importance of that business increases such persons are referred to the seniors in the department. Usually the junior is found to be more brusque than his senior official. A case is brought under our notice by a solicitor in which this usual order of things was reversed. It is unnecessary to publish the details, as it is unfortunately only too generally felt that some of such clerks are in the habit of treating the public with—to put it mildly—a great want of consideration and civility, and assume a dictatorial tone in no way in keeping with their subordinate positions. On the other hand, there are striking exceptions (to what we are afraid is a rule), when it becomes quite a pleasure to transact business with these gentlemen. In one or two of the public offices the clerks are universally courteous and obliging.

IT is worthy of note, as a sign of the times, and especially as regards the proclivities of the Profession in the provinces, that the Worcester and Worcestershire Law Society consists of thirty-four practising solicitors who are in the city of Worcester, and twenty-seven in the surrounding districts; these are all called members of the society, but the society is also partly composed of barristers-at-law, about fifteen in number, who are called subscribers to the society. As regards local Bars, nothing but the fact that the scale of costs proves more remunerative to solicitors by the employment of counsel in certain cases accounts for their existence, and the public interests require that no encouragement should be given to the formation of such organisations. We entirely concur with those who recognise the great value of a central Bar; but to attempt to preserve in local courts the distinction which otherwise exists between the two branches of the profession must not be fostered, and we are glad to notice that on the occasion of

a member of a County Court Bar insisting on his superior right of audience over that of solicitors, the learned judge, recognising the importance of giving the first consideration to public convenience, and the due administration of the business of his court, expressed the hope that there would be no collision between members of the two branches of the Profession practising before him. We also hope not, for otherwise the general interest of the Profession will suffer. The requirements of the public are paramount.

A SOLICITOR furnishes us with the following portion of a circular, issued by an accountant at Hereford. He "Conducts among other things (1) Negotiations for the sale and conveyance of freehold, copyhold, leasehold, and other property, and for mortgages, assignments, transfers, leases, and loans. (2) The drawing of abstracts of title." In our opinion the preparation of abstracts of title lays an unauthorised person so acting open to a penalty of £50 under the Stamp Act. We have received similar circulars which it will now serve no useful purpose to publish.

THE statements recently made in the House of Commons by Mr. Evelyn Ashley and Dr. Kenely upon the subject of the speech of the former at a political dinner in the Isle of Wight must have suggested to the minds of many solicitors reflections of great importance in regards to the reason for continuing to preserve the demarcation between the two branches of the Profession. The complaint of Mr. Ashley amounts to this, that Dr. Kenely was guilty of subornation of perjury in putting Jean Luie in the witness box during the Orton trial, knowing him to be a false witness, and the member for Stoke-upon-Trent's answer repudiating this was to the effect that the witness was examined long before he called him "by one of the most eminent counsel at the Chancery Bar, assisted by another counsel of almost equal eminence and experience," and they assured him that they were confident of the truthfulness of the witness. So far as we can gather, therefore, from newspaper reports, the propriety of counsel putting themselves in direct communication with witnesses has not been questioned, and yet no less an authority than the Lord Chief Justice of England has urged as a special reason for preserving the distinction between the two branches of the Profession, that counsel, only taking instructions through solicitors, are not likely to be affected by the exaggerated views of those immediately concerned and interested, and that counsel are also thus freed from temptations to which they might otherwise be subjected by being brought into direct contact with such persons; in short, that the intermediate agency enables counsel acting on instructions in their briefs to enjoy an immunity which could not otherwise exist.

MR. JUSTICE LUSH, when trying a prisoner on a charge of arson at the Hampshire Assizes, at Winchester, said he had never heard a case based on slighter evidence, and he could not help thinking if there had been a public prosecutor, which he hoped soon to see, who would have analysed the evidence, and looked over the depositions, the case would never have come before the court. There was an entire absence of motive. The jury at once found prisoner "not guilty." There is no doubt that the present objectionable system often leads to a miscarriage of justice. In the case to which his Lordship referred it seems to have been his opinion that the prosecution was without occasion. Counsel for prosecutions usually only receive on the day of trial, and from the clerk of the peace, a bare copy of the depositions as a brief. The results of such a practice are too patent to need comment.

ELSEWHERE we publish reports by the committee of the Birmingham Law Society, on the subjects of the Land Transfer Bill and the Bills of Sale Act Amendment Bill. These contain many valuable and useful suggestions which, we trust, will not be overlooked by those having the carriage of these Bills in Parliament. As regards the latter Bill there is a little incongruity in some of the proposals, while others, especially the proposal to limit the time for registering a bill of sale to seven days from the date of execution, deserve serious consideration. The committee are to be congratulated upon the many sound practical suggestions contained in their reports with which we feel sure the society is well satisfied.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BROUGHTON AND CO. (LIMITED), petition for winding-up to be heard March 29, before the M. R.
ENGLFIELD COLLEGE COMPANY (LIMITED).—Creditors to send in, by March 31, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Jas. T. Snell, 85, Cheapside, London, the official liquidator of the said company. April 8, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CONDOR AND PAGODA COFFEE COMPANY (LIMITED).—Creditors to send in, by March 18, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Chas. F. Kemp, 8, Walbrook, London, the official liquidator of the said company. Creditors of the said company resident in India to send in, by May 27, to the said Chas. F. Kemp, April 12, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims; those resident in India, June 18, at the said chambers, at twelve o'clock.

KARKERY COFFEE COMPANY (LIMITED).—Creditors to send in, by March 18, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Chas. F. Kemp, 8, Walbrook, London, the official liquidator of the said company. Creditors of the said company, resident in India, to send in by March 27, names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to the said Chas. F. Kemp, April 17, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims. Those resident in India June 18, at the said chambers, at twelve o'clock.

LONDON AND SOUTHWARK WAREHOUSING CO. (LIMITED), creditors to send in by March 31, their names and addresses, and the particulars of their claims, to Chas. Chatters, 1, Gresham-buildings, Basinghall-street, London, the official liquidator of the said company. April 7, at the chambers of V.C. M. at Twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BEVERLEY (Joshua), Boston, Lincoln, gentleman. March 27; Wm. Jas. Jarman, solicitor, 11, Lincoln's-inn-fields, London. April 8; V.C. M., at twelve o'clock.
FALNER (Robert), Broughton Park, Higher Broughton, Lancaster, and of Manchester, merchant and draper. April 15; T. A. and J. Grundy and Co., solicitors, Manchester. April 21; V.C. M., at twelve o'clock.
FOLEY (Henry S.), formerly of Park-cottage, Carmarthen, and late of Melbourne, in the colony of Victoria, Australia, Esq. March 30; F. J. Axtell, solicitor, 48, Micklethorp-square, Middlesex. April 9; V.C. M., at twelve o'clock.
GRIFFITHS (Ann), Alexandra House, Llanas, Flint, widow. April 6; Jas. Whitehouse, solicitor, 48, Lincoln's-inn-fields, London, April 20, M.R., at eleven o'clock.
GURNEY (Wm.), Southgate, Middlesex, smith. April 5; H. H. Wells, solicitor, 6, Fernost-row, London. April 10; V.C. H., at twelve o'clock.
HANNE (Thos. A.), Buckland Newton, Dorset, gentleman. March 31; Geo. Burgess, solicitor, 70, Lincoln's-inn-fields, London, April 12, V.C. M., at twelve o'clock.
JORDAN (George C.), Torquay, Devon, dramatic artist. May 10; R. H. Pearpoint, solicitor, 60, Leicester-square, London. June 1; M. R., at twelve o'clock.
KING (Stephen B.), Fore-street, Leicester, butcher. March 27; Thos. A. Jones, solicitor, 40, Chancery-lane, Middlesex. April 10; M. R., at eleven o'clock.
LISLE (Wm.), Hartlepool, gentleman. March 20; Rowland W. Bolsover, solicitor, Stockton-on-Tees, April 9; M.R., at eleven o'clock.
PEILE (Anthony), Havelock-terrace, and Quay-side Workington, Cumberland, oil colourman. March 23; Wm. Thompson, solicitor, Workington. April 9; M. R., at eleven o'clock.
SMITH (John), Caroline-place, Middle-row, Kensal New Town, Middlesex, gentleman. April 10; Paterson and Co., solicitors, 7, Bouverie-street, Fleet-street, London. April 17; V.C. H., at twelve o'clock.
WORTHINGTON (Elizabeth), Laburnum Cottage, Cowley, near Oxford, Hillingdon, Middlesex, widow. April 6; Henry A. Deane, solicitor, 14, South-square, Gray's-inn, Middlesex, April 20, M.R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

BARKER (Chas.), 298 and 300, Edgware-road, Middlesex. May 5; B. Kennell and Horton, solicitors, 161, Edgware-road, Middlesex.
BARWELL (John), 8, St. Thomas-terrace, Maze Pond, Southwark Surrey, gentleman. April 8; Tucker, New, and Langdale, solicitors, 4, King-street, Cheapside, London.
BLACKSTONE (Jos.), late of 1, Gloucester-road, Regent's-park, formerly known as Park House, Gloucester-gate, Regent's-park, Middlesex, surgeon. April 5; Hughes and Sons, solicitors, 12, Chapel-street, Bedford-row, London.
CHAPMAN (Caroline S.), Arundel House, Tunbridge Wells, Kent, widow. April 12; Park Nelson and Morgan, solicitors, 11, Essex-street, Strand, Middlesex.
DERING (Edw. C.), 6, Jernyn-street, Middlesex, Esq. April 5; G. Rooper, solicitor, 17, Lincoln's-inn-fields, London.
FAUCON (Marie A. E.), Neufchateau, Vosges, France. April 17; March 18; T. D. Bolton, solicitor, 4, Elm-court, Temple, London.
GIBBS (Sarah), Leeds, widow. April 17; Bulmer and Son, solicitors, 73, Abchurch-lane, London.
GREGORY (Richard), Youlgrove, Derby, gentleman. March 31; G. Waller, solicitor, 75, Coleman-street, London.
GREN (Wm.), 15, the Strand, Hyde, Isle of Wight, Esq. April 10; Hollingworth, Iyerman, and Son, solicitors, 4, East India-avenue, London.
HABER (Ludwig), Breslau, Germany, and of Hakodade, Japan, Vice-Consul for the German Empire at Hakodade. April 30; Fielder and Sumner, solicitors, 14, Godliman-street, Doctor's Commons, London.
HAMILTON (Rev. Geo.), 4, Lavender-hill, Surrey, clerk. March 31; Baker and Co., solicitors, 3, Cloak-lane, Cannon-street, London.
HEMINGWAY (Henry), Collingwood, Stockade, in Melbourne, Victoria, painter. Oct. 1; Trollope and Wilmoth, solicitors, Melbourne, Victoria, and S. F. Langham and Son, solicitors, 10, Bartlett's-buildings, Holborn, London.
HIGGINS (Dinah), 44, Hockley-hill, Birmingham, widow. April 12; Whately, Milward, and Co., solicitors, 41, Waterloo street, Birmingham.
HONES (Serena), 22, Bryanston-street, Marylebone, Middlesex, spinster. April 20; Garrard, James, and Wolfe, solicitors, 13, Suffolk-street, Pall Mall East, London, S.W.
HOLLAND (Edwd.), Dumbleton, near Freshham, Gloucester. April 10; Maynard and Son, solicitors, 57, Coleman-street, London.
IRELAND (Hannah), Wm., Salop, widow. April 8; Wm. Lucas, solicitor, Wem, Salop.
JONES (John), Welshpool, Montgomery, parish clerk. April 24; Chas. Jones, solicitor, Welshpool.
JONES (Rev. Geo.), Newchurch, Monmouth, clerk. April 10; J. B. Norton, solicitor, Monmouth.
KEVIN (Chas.), formerly of the Madras Presidency, afterwards of 91, Jernyn-street, St. James's, Middlesex, and late of 23, Oxford-terrace, Middlesex, heretofore in the Madras Medical Service. July 1; Clarke, Rawlins, and Clarke, solicitors, 66, Gresham House, Old Broad-street, London.
LEA (Geo.), Parkfield Moss Lane in Moss Side, and Witherton, Lancaster, and Dickinson-street, Manchester, accountant. April 6; Higson and Son, solicitors, Lombard Chambers, 46, Brown-street, Manchester.

Thursday, March 4.

By Messrs. NEWSON and HARRING, at the Mart.

Canonbury.—No. 11, Canonbury-park south, term 61 years—sold for £710.

Lewisham.—No. 13, Dartmouth-terrace, term 9 years—sold for £175.

Nos. 12 and 13, Roakey-road, term 55 y-ars—sold for £450.

St. George's-in-the-Field.—No. 27 and 29, New-road, term 9 years—sold for £1,000.

Holloway.—No. 6, Hornsey-road, term 68 years—sold for £40.

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COLNE COUNTY COURT.

Jan. 21 and March 4.

(Before W. T. S. DANIEL, Q.C., Judge.)

RUSHWORTH v. LAWTON.

Action for damages for not accepting goods contracted for—What is a sufficient notice in writing to satisfy 17th section of the Statute of Frauds: (Bailey v. Sweeting, 30 L. J. N. S. 150, C. P.; Wilkinson v. Evans, L. Rep. 1 C. P. 407), considered and applied—What is a sufficient acceptance and receipt of part of the goods bargained for to satisfy the statute: (See Benjamin on Sale of Personal Property, 2nd edit. pp. 110–130).

Newall (Burnley) for plaintiff.

Lawton (Rochdale) for defendant.

HIS HONOUR.—This action was brought to recover the sum of £48 5s. 3d.—first, as and for goods bargained and sold; secondly, as for goods sold and delivered; and thirdly (by amendment) for damages for refusing to accept. The plaintiff is an engineer and machine broker at Colne, and, according to his evidence, early in October last, the defendant, John Lawton, called at the plaintiff's place of business, and inquired if he had any small spindles for sale. The plaintiff said he had not, but had some roving, stubbing, and intermediate spindles for sale, and he showed the defendant samples of each sort. The defendant selected the roving spindles, and the plaintiff said he had four or five tons of them, and the defendant could have as many as the plaintiff could spare. The defendant offered the plaintiff 13s. a cwt. for them, which the plaintiff refused, but asked 13s. 6d. a cwt., which the defendant at last agreed to give, and thereupon gave the plaintiff a card with the name of the other defendant Robert Lawton, Henry-street, Rochdale, printed thereon, and the defendant, John Lawton, wrote on the back of the card "Roving Spindles, 13s. 6d. cwt.," and left it with the plaintiff. The card has since been lost. The plaintiff knew the defendant Robert Lawton to be a machine broker at Rochdale, and from what passed understood that the other defendant John Lawton was his son, and in partnership with him. It was arranged between the plaintiff and John Lawton that the spindles were to be weighed and delivered and loaded at the Colne station, and upon receiving notice that they had been so delivered and loaded he would come and pay for them and send them off himself. A few days afterwards the plaintiff received by post a letter from the defendant, John Lawton, as follows:—"Rochdale, Oct. 16, 1874. Sir,—Please to send a sample of those 11/16 spindles that I bought off you, and the same will oblige, yours, JOHN LAWTON, Henry-street, Rochdale." On the 17th Oct. the plaintiff wrote by post card in reply, "Will send you a sample of those 11/16 spindles next week, as soon as we get any here. John Lawton, Broker, Henry-street, Rochdale." It appeared that the spindles had been then recently purchased with other damaged machinery, part of the salvage of a mill that had been burnt down at Gargrave, near Shippton, and had not been delivered at the time of the interview between plaintiff and defendant. They were delivered shortly afterwards; and on the 31st Oct. 1874, the plaintiff sent the samples asked for, with the following letter:—

"Mr. John Lawton, Henry-road, Rochdale.—Dear Sir,—I have this day sent you samples of the roving spindles you bought, and also intermediate spindles and stubbing spindles. The roving spindles will be ready on Friday next.—Yours, GEORGE RUSHWORTH. Please give me instructions where to send to."

On the following Friday the spindles were weighed, delivered, and loaded at the Colne Station. Their weight was 71 cwt. 2 qrs. An invoice was sent, and on the same day the following letter:—

"Nov. 6, 1874.—Mr. John Lawton, Henry-street, Rochdale.—The roving spindles are awaiting your order at Colne Station. Please come, and then we can square off with them.—Yours, GEORGE RUSHWORTH."

No notice was taken of this letter, and on the 9th Nov. the plaintiff wrote again as follows:—

"Mr. John Lawton.—9th Nov. 1874.—Dear Sir,—I think you are neglecting this waggon of spindles. It is loaded, and there will be damages to pay if you do not look after it. They are loaded according to your instructions, and at your risk. Please attend to this.—Yours, GEORGE RUSHWORTH."

On the same 9th November, the defendant Lawton wrote as follows to the plaintiff:—

"Rochdale, 9th Nov. 1874.—Sir,—I have been away from home a week, so I did not get your letter, but the party that I had sold the spindles to has had to get some off another broker. I thought you was not going to let me have them as you did not send a sample sooner.—I am, yours, JOHN LAWTON, 85, Reform-street."

To this the plaintiff replied, by return of post:—

"10th Nov. 1874. Mr. John Lawton, 85, Reform-street, Rochdale.—Dear Sir,—I have nothing to

do with the party you sold the spindles to. They are loaded in a waggon at Colne Station awaiting your advice, and if no order comes from you in course of post I shall send them to your address at Rochdale.—Yours, GEORGE RUSHWORTH."

On 11th Nov., the plaintiff wrote to the defendant again as follows:—

"Mr. John Lawton, Henry-street, Rochdale.—Dear Sir,—I am surprised you do not look after these spindles, when you know they are loaded. And when the bargain was made you was to come and pay for them. Please send me cheque for the amount and then I will send them.—Yours, GEO. RUSHWORTH. P.S.—They are loaded, and at your sole risk.—G. R."

To this letter the defendant, John Lawton, replied as follows:—

"Rochdale, 12th Nov. 1874.—Sir,—I enclose you the invoice, and will send you the samples as you have not acted according to promise. And your sample is not as you represented. I shall send the sample off to-morrow.—Yours, JOHN LAWTON, 85, Reform-street (not Henry-street)."

The plaintiff's answer to this letter was as follows:—

"13 Nov. 1874. Mr. John Lawton, Henry-street, 85, Reform-street, Rochdale.—Dear Sir,—I have done nothing wrong, nor promised anything that I have not performed. You came to Colne and saw a sample of the spindles, and bought them according to sample. The roving are the samples you saw when you were here, and if you do not pay me for the spindles on or before Monday next I shall take legal proceedings, as you are entirely at your risk.—Yours, GEORGE RUSHWORTH."

The defendant, John Lawton, did not answer this letter, and on the 17th Nov. 1874, the plaintiff wrote the defendant, Robert Lawton, as follows:—

"Sir,—Your son bought from me a quantity of roving spindles, and gave me your card, which I hold now. He bought them at 13s. 6d. per 112lb., and they have been waiting him some time. I have sent him an invoice, and he has returned it, and says I have not acted according to promise. Now I herewith hand you the amount for the spindles, which please remit to me, and then I will send them on, and if you do not do so before Saturday I shall take both of you.—Yours, GEORGE RUSHWORTH."

This letter was not answered, but the plaintiff shortly afterwards saw the defendant Robert Lawton at Manchester, and then said he had nothing to do with the matter, and denied that his son had any authority to represent or bind him. This defendant was examined before me, and deposed to the same effect, and there not being any evidence to the contrary I felt bound to give credit to his evidence, and I directed judgment to be entered for him, but without costs, as his son, with or without his permission, carried his cards about, and delivered one to the plaintiff in a manner which was calculated to deceive, and did deceive, the plaintiff into the belief that he was treating with the son on behalf of both himself and his father, knowing that they had been acting together as brokers before. The son was examined, and deposed to seeing the plaintiff in October, and asking to see some spindles. Plaintiff showed him some; and said they had been in a fire. Defendant said they would be of no use if they had been in a fire, and plaintiff then said he had some that had not been in a fire, and showed one that was bright, and defendant agreed to give 13s. 6d. a cwt. if bright, and plaintiff was to send defendant a sample, but the sample was not sent off as promised. He gave plaintiff his father's card, but wrote nothing on it. He had not a card of his own. As a question of fact to be determined by the evidence, I have no doubt that the bargain in October was as stated by the plaintiff. The statement that a sample was to be sent before any bargain was made is contradicted by the defendant's letter of the 16th Oct., written a few days after the interview with the plaintiff, in which he says—"Please send a sample of those 11/16 spindles that I bought off you." This is a plain admission that he had then bought certain 11/16 spindles, and parcel evidence would, according to the authorities, be admissible to show what were the spindles so bought by the defendant from the plaintiff, as stated in the letter: (Macdonald v. Longbottom, 23 L. J. N. S. 293, Q. B.; on appeal, 29 L. J. N. S. 256, Q. B.) The defendant, however, raised and relied upon the objection that there was not a sufficient note or writing of the bargain within the meaning of the 17th section of the Statute of Frauds; and as a price, namely, 13s. 6d. per cwt., was agreed upon, there must be some note or writing signed by the defendant admitting or referring to that sum as the price agreed upon. Mr. Nowall for the plaintiff relied upon the figures stated by the plaintiff to have been written by the defendant on the back of the card which he left with the plaintiff. The card has been lost. It was stated to have been left with his solicitor, Mr. Carr, who, being examined, admitted he had lost or mislaid it. He also stated

that he remembered some figures, 13/ something, were written on the back, but in whose handwriting he did not know. The defendant denies that he wrote anything on the card, though he admits that 13s. 6d. was the price talked of between him and the plaintiff. If I am to give credit to all that the plaintiff has stated about the card and what was written on it (which I am disposed to do) I do not think that card with the price written on the back by the defendant, and the name of the father printed on the front, could be treated as a signature by the defendant. If the name had been his own, it would have been a question whether he intended the printed name to be accepted as his signature. If he had acted in the matter as his father's agent, and with his authority, then the question might have been raised whether the name should not be accepted as equivalent to the signature of the principal by his authorised agent; but as I hold upon the evidence that the son acted on his own behalf, and without any authority from his father, the card appears to me to be of no more avail to satisfy the requirement of the statute as against the defendant, than if he had written the figures on a piece of paper, without appending any signature thereto. I therefore disregard the card altogether. It appears, however, that the plaintiff sent to the defendant an invoice containing the particulars of price, quantity, and amount due, which the defendant returned in his letter of the 12th Nov., not objecting to either price, quantity, or amount as stated, but complaining of the sample not being sent according to promise, and was not as represented, which, judging from the letter of the 16th Oct., are mere excuses—mere attempts to repudiate the bargain which that letter admits to have been made. The cases of *Bailey v. Sweeting* (30 L. J. N. S. 150 C.P.) and *Wilkinson v. Evans* (L. Rep. 1 C. P. 407) are authorities to show that the two letters of the defendant of 16th Oct. and 12th Nov., coupled with the invoice, constitute a sufficient note of the bargain signed by the defendant to satisfy the requirements of the 17th section of the Statute of Frauds. I may further observe that the letter of the 16th Oct. 1874 furnishes another ground for taking this case out of the statute. The sample asked for by that letter was part of the goods the defendant had bargained for, and was sent to and received by him to be dealt with by him as owner for the purpose of selling the spindles again to an intending purchaser. I think, therefore, the sending to and receipt by the defendant of the sample was a receipt and acceptance by him of part of the goods sold so as to satisfy the statute. The authorities upon this subject are collected and commented on in *Benjamin on Sales of Personal Property*, 2nd edit., pp. 110–130. Upon the question of damage, the plaintiff showed that he had given 12s. per cwt. for the spindles, and that there had been a fall in the value of such articles; and, taking this into consideration, and the expense of carting the goods to and from Colne station, he estimated his damages at £10 14s. 6d., which I think reasonable. Judgment will, therefore, be entered for the defendant Robert Lawton without costs, and for the plaintiff against the defendant John Lawton for £10 14s. 6d. with costs.

ELY COUNTY COURT.

Saturday, March 6.

(Before E. P. PRICE, Esq., Q.C., Judge.)

VIPAN and ANOTHER v. WARNER.

Money had and received—Allegation of felony—Suspension of civil injury.

THIS was a claim by Messrs. Vipan and Rogers, brewers, of Mepal, Cambridgeshire, to recover £35 from the defendant, who had been their traveller and clerk.

Naylor (of the Norfolk Circuit) for the plaintiff. Horace Browne (of the Norfolk Circuit), instructed by J. Rogers (Ely), for the defendant.

Naylor, in opening the case, said that it was the duty of Warner to pay over money received. He had left the plaintiffs' employ, and it was found that he had not paid certain moneys received by him for the firm.

HIS HONOUR.—You are opening a case of embezzlement. I will not try such a question. Your clients have thought fit to charge embezzlement, and it is their duty to proceed criminally before instituting civil proceedings.

HORACE BROWNE.—I can prove the payment of every item they claimed. Each item is ticked off in a book by way of acknowledgment by one of the plaintiffs, who, I understand, now says that those ticks are forgeries.

HIS HONOUR.—I cannot try the case. It is well settled that where a statement of facts like the present constitute both a civil and, at the same time, a public injury, it is the duty of the party to prosecute the party before instituting a civil action.

Naylor.—My clients will take a nonsuit, and proceed criminally at once.

SWANSEA COUNTY COURT.

(Before T. FALCONER Esq., Judge.)

DAVIES v. CWMFELIN TIN-PLATE COMPANY.

Master and servant—Discharge without notice—Damages.

Where the contract between a labourer and his master entitles the former to notice, and he is discharged without such notice, the measure of damages is the loss which he has unavoidably suffered, and not the loss which he has brought upon himself by refusing work.

Milward, for plaintiff.

W. R. Smith, for defendant.

HIS HONOUR said: The plaintiff sues for the sum of £4 16s. on account of having been discharged without notice from his employment as a labourer under the defendants. He was engaged at 4s. a day, and worked up to Monday, the 9th Nov. Up to that day the wages have been paid. He went to work on Monday and was told that there was no work, and that he was discharged. The rule was that there should be a four weeks' notice, and a week's wages to be kept in hand. On the 13th the plaintiff was offered work for the month. He says he was asked to come back, and did not do so because he had put the matter into the hands of the solicitors. The defendant says he looked for work every day, and got work on the fourth week, but he did not go back to the defendants. In the case *M'Kean v. Cowley* (7 L. T. Rep. N. S. 828), the plaintiff was a commission agent, at a salary of £50 a year, the engagement to be terminated at the end of any year on giving three months' notice to quit. He was discharged without notice, and sued for £50 damages for wrongful dismissal. The damages under such a contract are unliquidated, and the plaintiff was held not to be entitled to recover the whole of the second year's salary. The damages to which he was entitled were such as would compensate him for the opportunity of earning £50, against which something might be set for the saving of time and labour, in not having had to earn it. Martin, B., with the assent of the parties, gave £25 damages. In *Hardland v. General Exchange Bank* (4 L. T. Rep. 863) it was held by Willes, J. that a servant is not entitled to his full salary for the unexpired period of the contract of service, but it is to be reduced by the probabilities of his having employment during such period. And the legal rule in such cases was thus expressed by Crompton, J., in reply to a question put to him by the House of Lords in the case of *Emmens v. Elderton* (22 L. T. Rep. 1853, p. 2; 18 Jur. 21; 4 H. of L. Cas. 624; 13 C. B. 495). "Where," said he, "the salary depends on the performance of labour, and the only remedy in case of wrongful dismissal is an action on the contract for damages, it seems to me to be too late to question the principle on which so many actions have proceeded in modern times—which is, that after dismissal the servant or party employed may recover such damages which the jury think the loss of the situation has occasioned. If he has obtained, or is likely to obtain another situation, the damages ought to be less, or nominal, according to the real loss, and in such cases the servant need not to remain idle in readiness to give services which cannot be wanted." And in the case of *Beckham v. Drake* (H. of L. 13 Jur. (1849) 929; 17 L. J. 307; 4 H. of L. Cas. 624), where the foreman of type foundries was to have been paid for a certain time at 3 guineas a week, Erle, J., said, "The measure of damages for the breach of promise now in question is obtained by considering what is the usual rate of wages for the employment here contracted for, and what time would be lost before a similar employment could be obtained. The law considers," he added, "that employment in any ordinary branch of industry can be obtained by a person competent for the place, and that the usual rate of wages of such employment can be proved, and that when the promise for continuing employment is broken by the master it is the duty of the servant to use diligence to find another employment." The total time lost by this plaintiff, before he could have resumed work, was some twenty-four hours. There was nothing to prevent his resuming work; he was invited back. There can be no doubt that, according to the case of *Whittle v. Frankland* (5 L. T. Rep. 639), which was the case of a collier subject to an agreement that on either side twenty-eight days' notice should be given, that if the present plaintiff had left without notice he would have been punishable. Here Davies was entitled to notice, and did not receive it; but any evil he might have incurred was sought to be remedied almost immediately. The custom of determining a contract of service by giving a month's notice, or in lieu thereof, a month's wage, only exists in the case of contracts between masters and domestic servants: (*Brotham v. Wagstaffe*, 5 Jur. 845.) There are many reasons affecting the happiness of families why servants and masters in private houses should be permanently separated when the service ends, but they have no existence in the case of outdoor

labourers. In factories, in coal and iron, and similar works, what is more common than the discharge of and the return of the same labourers from and to the same works and the same employers? Whatever may be the cause of the discharge, the opportunity to return should be preserved. It would be a cruel sentiment or a pernicious rule which should hinder renewed agreement. In what, then, was the plaintiff injured? He was not hindered from recommencing his employment; he had the opportunity offered to him; and idleness or deprivation of work was not enforced on him. Any injury done to him might have been repaired, and on account of it he is entitled to amends; but for that loss which he has inflicted on himself by refusing the work offered to him, he can receive no compensation.

Judgment for 12s., or three days' wages and costs as a witness.

COUNTY COURT ORDERS.

THE constantly increasing jurisdiction of County Courts require the issue from time to time of information for the guidance of suitors, and among the many printed orders issued by individual judges of such courts for the purpose, the following are about the most complete:

On entering the plaint in ordinary actions at common law, there must be left at the office, when the sum sought to be recovered exceeds £2, a statement of the particulars of the demand or cause of action, with a copy for each defendant to be annexed to the summons. In actions of ejectment, this statement must contain a description of the property and of the annual value and rent; in actions of replevin, a description of the cattle, or goods and chattels, distrained; and in actions for penalties on covenants, particulars of the breaches relied on. The plaint in equity must contain a concise statement of the grounds upon which relief is sought, and must ask for such specific relief, and also for general relief, and on entering the plaint, a copy must be left with the registrar for each defendant and one for the judge, and where it is filed by an attorney, he must endorse thereon his name or firm and place of business, and that the plaintiff sues by him as attorney.

In actions at common law (save as after mentioned), a summons should be obtained and delivered to the bailiff for service in the home district, at least twelve clear days, and for service in a foreign district at least fifteen clear days, before the court day; and, in either case, it must be served at least ten clear days before the court day. But summonses required by the plaintiff to be issued under 19 & 20 Vict. c. 108, s. 28, or 30 & 31 Vict. c. 142, s. 2, must be served at least twelve clear days before the court day. A summons in ejectment must be made returnable at a court holden not less than forty-two clear days from the date thereof, and must be served at least thirty-five clear days before such court day. A summons in equity is to be dated of the day on which the plaint is filed, must be served within seven days of such date, and may be returnable at any court holden not less than one calendar month, nor more than three calendar months, from such date.

Proceedings in equity under the Trustee Acts, Trustee Relief Acts, and for the Maintenance or Advancement of Infants, are to be commenced by petition, and when such petition is for directions, under 22 & 23 Vict. c. 35, s. 30, it must be signed by counsel.

On applications for injunctions (except in urgent cases, when injunctions and other like orders may be obtained *ex parte* on affidavit of facts) there must be left at the registrar's office a notice of the intended application, with a copy for the judge and one for every person against whom the application is intended to be made.

These petitions and notices must be filed and delivered at the office at least seven clear days before the hearing, and copies thereof, under the court seal, with a notice similarly sealed and signed by the registrar, of the day and hour appointed for the hearing, must be served by the bailiff at least four clear days before the hearing; and facts intended to be relied on in support or opposition must be proved by affidavit, unless the judge otherwise directs.

Affidavits in the form required by the Orders and Rules in Equity, must also be filed with the registrar when trust funds are paid into court.

THE LORD CHANCELLOR has ordered that the offices of the County Courts may be closed on the 29th and 30th days of March 1875.

NOTICE.—DARK ROOMS MADE LIGHT BY CHAPPUIS' REFLECTORS.—Chappuis' Patent Reflectors are used to reflect the daylight, and do away with gas during the daytime, thus saving expense and ministering to both health and comfort. They can be adapted wherever there is either window, skylight, fanlight, area grating, or any communication with the outward daylight. These reflectors are made of crystal surfaces, corrugated, or shaped, according to scientific principles, and coated with deposits of pure silver, also of silver-plated metal, rendered water and air-tight, and fitted in well-constructed frames of different shapes and sizes as required; being fixed outside windows or under skylights, they reflect the daylight rays and diffuse them in all places or apartments where the natural light is insufficient, owing to the small size of windows, the proximity of walls, houses, &c. Mr. Chappuis' Patents are patronised by H.M. Commissioners of Works, the Royal Engineers, the Admiralty, all leading architects, contractors, bankers, merchants, manufacturers, &c.; they are in general use for private houses, institutions, &c., upwards of 20,000 having been supplied since 1851. The reflectors may be seen in operation, and prospectuses obtained at the manufactory, No. 69, Fleet-street.—[ADVT.]

BANKRUPTCY LAW.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Q.C., Judge.)

Jan. 29 and Feb 9.

Re FOSTER.

Rejection of proof by trustee upheld—Motion to admit proof dismissed with costs, but without prejudice to claim being brought forward in another form under very special circumstances.

Semble, the implied authority given by a blank acceptance extends to a bill being drawn by any stranger.

Quære, whether an agreement to indemnify against liability upon a blank acceptance must not be in writing as being within the 4th section of the Statute of Frauds an agreement to answer for the debt or default of another.

Quære, whether a fraudulent arrangement, known by both parties to be fraudulent, may not, in favour of creditors, be treated as accord and satisfaction of an agreement to indemnify.

Carr (Leeds), for motion.

Watson (Watson and Dickons, Bradford), for trustee.

HIS HONOUR.—This is a motion on behalf of John Ainsworth and David Ainsworth, of Fursley, near Leeds, cloth manufacturers, and co-partners, trading under the firm of Hainsworth Brothers, that Henry Dickin, the trustee of the property of John Foster, of Nether Cage Mill, Fursley, scribbling miller, now in liquidation in this court, may be ordered to admit the claim of the said John Ainsworth and David Ainsworth as creditors upon the estate of the said John Foster, according to their proof of debt now on the file of the proceedings in this matter, such proof having been rejected by the said trustee; and that they may receive a dividend upon the amount of their debt, and that such other order may be made as may be just. The proof on the file is the affidavit of David Ainsworth, which states as follows: "That the said John Foster was at the date of the institution of the said proceedings, and still is, justly and truly indebted to me and the said John Ainsworth, my co-partner, in the sum of £873 16s., for and upon and in respect of my having, at the request of the said John Foster, and entirely for his use and accommodation, written the name of my said partnership firm, across a blank piece of paper bearing a 9s. bill stamp, and which was afterwards converted into a bill of exchange for £873 16s., and the name of the said John Foster's partnership firm inserted as the drawer thereof, and which said bill, as between my said firm and the said John Foster ought to have been repaid by him or his said firm, but which they made default in doing; in consequence whereof I and my said partner have had the amount to pay, and for which we have not received any satisfaction or security whatsoever except the following bills of exchange:

Date.	Drawers.	Acceptors.	Amount.	When due.
March 21, 1874.	Foster and Herring.	Ainsworth Brothers.	£873 16	0 June 24, 1874.
March 21, 1874.	Ainsworth Brothers.	Jn. Foster.	£900 0	0 June 24, 1874.

Upon this affidavit I am of opinion that the proof was properly rejected as a proof against the estate of John Foster, for the sum of £873 16s. The proof for that sum would be against the estate of Foster and Herring, the accommodated drawers. The liability of John Foster's estate in this form of proof would appear to be upon the bill for £900, of which he is the acceptor, but that bill is treated as a security by way of indemnity, and so treated the amount of the debt would not be the amount of the acceptance; but the loss which the parties seeking to prove had sustained, after having enforced their securities against the firm of Foster and Herring, the drawers of the £837 16s. bill. The affairs of that firm are now in liquidation in this court, and *prima facie*, the first right of Messrs. Ainsworth would be to prove on the £837 16s. bill against that estate. Whether that right has been abandoned or lost, or what dividend, if proof were made, would be forthcoming, does not appear upon the evidence before me. Upon the hearing it was admitted by Mr. Carr, on behalf of Messrs. Ainsworth, that the real facts of the case had not been disclosed, and did not appear upon the affidavits. The history of the £837 16s. bill was stated to be this:—John Foster, who carried on business as a scribbling miller at Fursley, separately, carried on another business at Bradford in partnership with Herring, and he and his firm had extensive bill transactions with another trader, Lister Greenough (whose affairs are also in liquidation in this court), and the Ainsworth's acceptance in blank was promised as an accommodation to Foster and his firm of Foster and Herring, for the

purpose of being used in their dealings with Lister Greenough. This blank acceptance was given by Ainsworth to Foster without value Ainsworth replying upon Foster's alleged promise to retire the acceptance before it arrived at maturity. The blank acceptance was afterwards made into a bill by Foster drawing upon it in the name of his firm for £837 16s., and it was then indorsed by the drawers to Lister Greenough, who, after indorsing it himself, paid it to his account with the Halifax Banking Company, who held it at maturity, and then presented it to the Ainsworths as acceptors, and they paid it. Foster's separate estate derived no benefit from the acceptance, but the estate of Foster and Herring had the benefit of it by being credited with the amount in an account that has been taken of the bill transactions between that firm and Lister Greenough. Upon this state of facts the question would arise whether Foster's undertaking to retain the bill was given on his separate account, or on account of his firm. If the latter, the Ainsworths' sole remedy would be by proof on the bill against the estate of Foster and Herring. If the former, then the proof of Ainsworths would be a claim for unliquidated damages for breach of the contract to retire, such damages to be assessed under the 31st section of the Bankruptcy Act 1869, and the measure of damages would be what they had paid as acceptors after giving credit for the dividend on a proof on the bill, which they had or might have received from Foster and Herring's estate. The history of the £900 acceptance was stated to be as follows:—The acceptance was handed to me by Mr. Carr. It is dated the 20th, not the 21st March, as stated in Ainsworth's proof. It is not the promissory note of John Foster, as stated in the first part of David Ainsworth's affidavit, filed 10th March 1874, in support of this motion, but is a bill at three months, purporting to be dated the 20th March, drawn by Ainsworth Brothers upon and accepted by John Foster, and due therefore on the 23d June—the day before the bill for £837 16s. would become due. Foster's petition for liquidation was filed on the 2nd May, and it was stated by Mr. Carr that the £900 bill was not drawn on the 20th March, but subsequently (whether before or after the 2nd May was not stated, but I presume before), and was given to David Ainsworth, for the purpose of enabling his firm to discount it, and thus provide themselves with funds to meet the acceptance for £837 16s., and enable the holder to prove in the £900 against the estate of John Foster as a holder for value. Ainsworth accordingly procured the bill to be discounted by Wilkinson, who on the 29th May exhibited a proof thereof as the holder for value against the estate of John Foster, the acceptor, and he exhibited the bill as part of his proof. To all appearance the proof was not open to objection; but the trustee, having made inquiries, the result of which led him to a discovery of the fraud, and that Wilkinson was not the *bona fide* holder of the bill for value, on the 11th Aug. last gave Wilkinson notice that he rejected his proof. Wilkinson took no steps to dispute that rejection; but, as it was stated by Mr. Carr, applied to the Ainsworths for payment, and they paid him. What may have been the position of Wilkinson towards Foster and the Ainsworths in the matter was not stated, and I am not justified in supposing that he was a party to or cognisant of the fraud between Foster and Ainsworth in preparing and putting in circulation the bill for £900. That bill is now in the possession of the Ainsworths, unpaid, bearing their indorsement, and that of Wilkinson, uncanceled. I was asked by Mr. Carr to deal with this case upon the footing that the bill for £900 being a fraud was a nullity, and he contended that if the transactions which led to its preparation were fraudulent as between Foster and the Ainsworths, that would not affect the right of the Ainsworths to claim against the estate of John Foster, the benefit of his original agreement with them, as they have repaid the £900 bill, and have paid the £837 16s. bill which they accepted without value for the benefit of John Foster or his firm. I do not think I should be justified in dealing with this case upon the assumption of any facts which are not before me in evidence. And I shall, therefore, confine myself to the direct object of the present motion, which is to reverse the decision of the trustee, rejecting the proof and ordering the proof to be admitted against the estate of John Foster for the amount of the £837 16s. bill. I think the trustee was right in rejecting the proof as it stands, and so far, therefore, I refuse this motion; but I am not prepared to say that the Ainsworths may not in some other way establish some right to a proof against the estate of John Foster, if they can establish that after having exhausted their remedies against the estate of Foster and Herring, as the drawers of the bill they have a claim to be indemnified out of the estate of John Foster for any loss they shall have sustained by reason of an agreement on his part to

answer separately for such loss. The question, however, is not so simple as Mr. Carr seemed to think, for if it be established by evidence that the £900 bill is a fraud, it does not necessarily follow that the manner in which the Ainsworths dealt with the bill may not afford ground for contending that it amounted to accord and satisfaction of the original agreement. They may be precluded from showing the real facts on the ground of estoppel; but be that as it may, assuming that there has been no accord and satisfaction, there would then arise the question whether the original agreement was made on behalf of John Foster on his separate account, or on account of his firm. And if on his separate account, then whether the authority given by the blank acceptance did not authorise Foster to procure the bill to be drawn by any stranger he might select, and if so, whether the agreement must not then be in writing as being in substance and effect an agreement to answer for the debt or default of a third party within the meaning of the 4th section of the Statute of Frauds. As the real facts of this case are confessedly not in evidence, I do not feel myself justified in dealing with any representation of them which is merely *ex parte*. I shall deal only with those facts which are in evidence before me, and upon them dismiss the motion with costs, but the order will be without prejudice to any proceeding the Messrs. Ainsworth may take by motion or otherwise for the purpose of establishing a claim to damages out of the estate of John Foster in respect of any breach of the alleged agreement by him to retire the bill for £837 16s. And as, from the representations made by Mr. Carr it would appear that the case of the Messrs. Ainsworth involves elements of fraud, it may be proper to obtain the assistance of a jury.

LEGAL NEWS.

DR. KENEALY has postponed his notice relative to the Tichborne case till after Easter.

THE Supreme Judicial Court of Maine has granted 487 divorces during the present year.

THE Bill intended to facilitate the work of the Supreme Court of the United States by restricting appeals, has been signed by the President.

MR. JUSTICE MACPHERSON has been appointed officiating Chief Justice of Bengal on the departure of Sir R. Couch.

THE Cambridge Chancellor's Medal for Legal Studies has been awarded to Dr. Kenney, Downing College.

It is proposed to appoint Mr. M'Intyre, Q.C., and two other barristers (Mr. Wyndham Slade and Mr. Douglas Straight) as commissioners to inquire into the allegation of corrupt practices at the last Boston election.

THE death of Mr. Andrew Snape Thorndike, solicitor, is announced. The deceased gentleman, who was in his seventy-sixth year, had been the Registrar of the Southampton County Court for many years. The appointment is a lucrative one.

IN THE SUPREME COURT OF THE UNITED STATES.—A provision in an express company's receipt, that it will not be responsible for loss unless notified of the claim within ninety days after the receipt of the goods by the company held to be valid.

IN THE House of Lords on Thursday last Lord Selborne moved for a return of appeals from the Lord Chancellor or from the Court of Appeal in Chancery to the House of Lords during the years 1871-74, of the amount of taxed costs on such appeals, and of the taxed costs of hearing or rehearing the same causes on the several occasions on which the decrees or orders so appealed from were made.

ASSOCIATION OF MUNICIPAL CORPORATIONS.—The members of this association held their annual meeting on Wednesday last at the Westminster Palace Hotel, the Mayor of Manchester being in the chair. There was a full attendance of mayors and town clerks, including Mr. Cawley, M.P., and Mr. Charley, M.P. Sir Joseph Heron (solicitor and town clerk of Manchester) took the most prominent part in the proceedings.

COUNTY COURT CHANGES.—The correspondent of the *Times* at Dewsbury states that the Lord Chancellor has decided to appoint Mr. Daniel, Q.C., and Mr. Serjeant Tindal Atkinson joint Judges of the Leeds County Court. A new judge will be appointed to Circuit 12, that now presided over by Mr. Serjeant Atkinson, and which will be altered by the substitution of Todmorden for Pontefract. The latter town will be restored to the Leeds circuit. The remainder of the Leeds circuits will be taken by Mr. Serjeant Tindal Atkinson. Clitheroe is to be taken from Mr. Daniel's circuit and added to Circuit 4. Bacup, at present in Circuit 4, will be transferred to Circuit 5. The effect of the changes will be that Leeds will be placed in the same position as Liverpool is in at the present time, of having two Judges instead of one.

THE PRIVILEGES OF PARLIAMENT.—Through-out the reign of George the Second the privileges of the House of Commons flourished in the rankest luxuriance. On one occasion it was voted a breach of privilege to have "killed a great number of rabbits" from the warren of Lord Galway, a member. Another time, the fish of Mr. Jolliffe were honoured with a like august protection. The same never-failing shield of protection was thrown before the trees of Mr. Hungerford, the coals of Mr. Ward, and the lead of Sir Robert Grosvenor. The persons of one member's porter and of another member's footman were held to be as sacred and inviolable as the persons of the members themselves. It would be neither a brief nor yet a pleasing task to enumerate all the cases of the kind which in that reign the journals of the House of Commons displayed.—*Lord Mahon's History of England.*

A NEW YORK correspondent of the *Boston Journal* states that "a company has been formed to do for the law what the telegraph does for brokers and bankers. A machine is to be put into every law office in the city, and everything transpiring in the courts is to be transmitted, as the sale of stocks is sent to all the hotels and financial institutions of the city. A lawyer will not have to run to court to know what cases are on trial, what judgments are rendered, or what legal transaction takes place in the courts. A bureau is to be established in the court-house, and every department of jurisprudence is to be represented therein. Everything transacted will go over the wires as stocks now do. The arrangement will include all that is done in the sheriff's office; every judgment and levy; every mortgage and attachment; every case tried, from the justices' court up to the supreme; with every verdict and every disagreement. The putting up of the instrument is to cost about 250 dols. each. If the plan is carried out, it will make an entire revolution in the office practice of law in the city."

PUBLIC OPINION ON THE WITHDRAWAL OF THE JUDICATURE BILL.—The *Times* considers that the circumstances attending the surrender of the Judicature Bill are injurious not only to the authority of that section of the Cabinet which secured for it the respect of the country—they must exercise a prejudicial influence over the future conduct of public business in Parliament, and they have grievously wounded the dignity and influence of the House of Lords. The suspicion is irresistible that the Ministry would never have consented to the resolution Lord Cairns yesterday announced had there not been heedless counsellors among themselves who have been allowed to prevail in spite of reason. It is obvious, however, that the Government cannot rest satisfied with the mere abandonment of the Bill. The *Daily Telegraph* observes that, if we may judge from recent proceedings in Parliament, and not least by those of last night, the Government are slipping, it may be designedly or under a hidden stress, into reactionary courses likely to test severely the loyalty of that majority which conferred on them the pleasures and pains of power. We have already seen them lapsing gently back towards the old purchase system on the inclined plane of a Regimental Exchanges Bill; and the impression produced by that measure throughout the Liberal ranks will be deepened by the announcement of Lord Cairns withdrawing his Judicature Bill. The country will feel a grave disappointment at the frustration of well-founded hopes, and the disposition thus evinced to surrender, bit by bit, the concessions accorded by the late Parliament will not augment public confidence in the present Administration. The *Standard* thinks that in withdrawing the Judicature Bill the Government have acted in strict conformity with public opinion. The Bill, it was notorious, had met with such obstacles out of doors that it was impossible that it could pass. The more it was discussed the deeper and wider was the opposition which it excited. The full effect and bearing of the new system of appellate jurisdiction, by which the people of the three countries were practically deprived of their final court of appeal, could not well be seen until the measure of 1873 was attempted to be made logically symmetrical; and when it was seen there is no wonder either that there should be a very decided feeling expressed against it out of doors, or that a majority of the Lords, instructed and aroused by this feeling, should have awakened to the danger. The *Daily News* says that the whole policy of the Government is in keeping with this last collapse. It is sham legislation in every way. In the army, in what is called sanitary legislation, in the Land Transfer Bill, and now in this Judicature Bill the same sort of effect is elaborately produced. Either nothing real is done at all or there is an attempt made to smuggle in some of the old systems of weakness or abuse which Parliament believed itself to have finally abolished. This latest transaction, however, will impress the country with peculiar force.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

PRELIMINARY EXAMINATION.—I venture to intrude on your space to mention a subject on which I heard very numerous complaints from students who offered themselves for examination at the preliminary, on Feb. 10 and 11 last. I allude to the writing from dictation. This part of the examination was, I believe, taken on the first day, immediately before the break at one o'clock, and was only just finished at that hour, and was really a little hurried to be over by that time, so there could be no after-thoughts or touches. This may possibly be all right and proper, but the complaint which I heard, and I heard many to the same effect, was that the gentleman who read the dictation paper was a man whose pronunciation was utterly strange and incomprehensible to any young fellows in our part of the kingdom, and that in that same pronunciation lay the difficulty. I have no wish whatever to write a syllable offensive to that gentleman. I have no doubt he did his very best to make himself understood by all; but I was told he was a Northumbrian, and, if so, I can only say, Heaven help the Western boys! The gentleman would naturally be quite unaware that his pronunciation was difficult out of his district, and I don't blame him personally at all; still the grievance remains. The managing authorities ought to take care this kind of thing does not occur. If one student should be plucked on this account it would be a great hardship to him, and grief to his friends. I am always sorry to see a bright boy snubbed for no fault of his own. There is no gall in my letter (my own son passed the last examination), but I write for future boys. At least, the question is worth consideration.

WEST.

TRANSFER OF LAND.—If the title is good—and few solicitors care for more than forty years—what system can be more simple than the present? Certainly, when a mortgage is paid off, a receipt endorsed on the back of the mortgage, and signed by the person entitled to the mortgage money, ought to re-invest the legal estate in the mortgagor, as if the property had never been mortgaged. The charge for small conveyances seldom exceeds two or three guineas, and the Inland Revenue has 10s. a £100 out of that, besides the parchment. A £500 purchase seldom exceeds £10. Besides, who wants to register their title? Although I have been in practice over forty years, and in the midst of numerous freeholds, I do not know a title that would be better for registration; the possession of the title deeds and the privacy is a blessing which few would relinquish if possible; besides, it is an interference with the rights of property to pass a law to compel freeholders to let others know the title to their property; and if at registration an objection, however frivolous, were made to the title, it would be sure to be locally known, an would prevent the owner from raising money for himself, family, or settlement; and if the property were offered in the market it would for years seriously injure the property. Only a few weeks ago at a sale, from a remark which was utterly groundless, no bidder could be found, and the owner was obliged to make a sacrifice. Defects in titles are generally caused by intestacy, the heir in a foreign country or absent no one knows where, or the bungling way in which wills are made by unprofessional men. Would registration cure these things, which are of daily occurrence? Again, search would be made if property was mortgaged, and, which would utterly ruin thousands of families, there would be private offices where inquiry could be made as to a man's means, and search, &c. The practice, like the new bankruptcy law, would get into the hands of accountants, law stationers, and clerks who had been in solicitors' offices, but have left from some cause or other; the charge with these sort of people is more than solicitors, and the number of legal documents prepared are more than the public or solicitors have any idea of. I have seen at least a dozen conveyances under liquidation at a time ready for execution, whether registration of title on a change or death will assist the Inland Revenue in the succession duty. I know not, but some means of getting information other than the present, I believe, is desired. The privacy of real property will be at an end. An attorney's expenses before he is a practitioner is not less than a thousand pounds, and then he has to pay a tax of £6 a year, his bill subject to statute scrutiny, which no trade or other profession is; and the study and examination and qualification of candidates for the Profession is not an ordinary one; and a young practitioner can daily see a person in the name of an accountant, and who has only been in an attorney's office, carrying

on a lucrative business, and trustee in every liquidation, after which a solicitor's services is seldom required. What remedy have the Profession? Only to apply to the Attorney-General for leave to prosecute, and that is all; and who will do that? And what success if you do? And, further, I ask what right has the Government of a country to tax my property with costs of registration, or other property other than for the necessity of the State? The late Government were charged with excessive legislation, but in no instance did they ever interfere with the rights of private property.

F. R. JEFFERY.

Ottery, Devon.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

QUERIES.

125. BANKRUPTCY.—Under the Bankruptcy Act 1869, ss. 125 and 126, where the creditors assembled at a meeting of creditors passed a resolution that the estate of the debtor be liquidated by arrangement, &c., not in bankruptcy, and a trustee appointed with power granted him to accept a composition of 5s. in the pound, and in accordance with the power granted him he accepted the composition of 5s. in the pound. Was it necessary before such resolution be binding on all the other creditors to have a second meeting to confirm such resolution, and is it necessary for the debtor to apply for his discharge before he can get into business? SWANSEA.

126. LAPSE—RESIDUARY LEGATEES.—Testator directs realty and personally to be sold, and, after payment out of proceeds of certain sums, directs the residue to be divided equally among A., B., and C. (not lineal descendants of testator), share and share alike. C. dies after date of will, but before testator. A. and B. survive. What becomes of C's share? Is the will to be read as though C's name were omitted, and the residue divided between A. and B., or is the share undisposed of, and, if so, does it belong to the next of kin, or rateably between them and the heir-at-law? W.

127. CONVEYANCING.—A testator devised all his real and personal estate to a trustee whom he appointed executor in trust to divide the same in equal shares among, &c. Has the trustee power to sell the real estate without the assent of the *cestui que trust*? D.

ANSWERS.

(Q. 123.) **WILL.**—I offer two solutions of this difficulty, one that which first occurred to me on reading the query, the other, later in date, but more likely I think to have been the testator's intention. I would dismiss the question of intestacy as not worth consideration. I would divide the property into five equal shares, and from one of these shares deduct £100, from another £300. The £400 so deducted from A. and B. I should then divide equally between C., D., and E., to the exclusion of A. and B., who are evidently not intended by the testator to share it. But as by this arrangement A. and B. would be respectively worse off than their fellows by £253 6s. 8d. and £433 6s. 8d., instead of the £100 and £300 named in the will, I was driven to abandon my first solution for the next. This is, so to divide the estate that, given £x as the value of the several shares of C., D., and E., A's share shall be (£x - £100) and B's (£x - £300). I view the dispositions of the testator as nothing but an obscure attempt to indicate his wish that the five legatees shall take the residue of his estate among them, C., D., and E. taking each the same share, and (having reference to that share) A. taking £100 less, and B. £300 less; and if the legatees are issue of the testator named, not as a class, but nominative, I should be confirmed in my opinion.

J. M.

— It appears to me that the testator did not die intestate as to this £400, but that it was his clear intention that after the £400 had been deducted, it should be equally divided between the five residuary legatees, or which amounts to the same thing, that the residue should in the first instance be so divided that the share of A., should be less than that of C., D., or E. by £100, and the share of B. less by £300. E.

(Q. 124.) **BUILDING SOCIETIES—MORTGAGE.**—No, such a mortgage is not liable to stamp duty. It is expressly exempted under the Stamp Act, 1870 (the exemption is not confined to societies registered under the 6 & 7 Will. 4, c. 32, only), and though the Building Societies' Act 1874 repeals the 6 & 7 Will. 4, c. 32, it does not affect the Stamp Act 1870. E. G.

— The Building Societies' Act 1874 repeals all previous statutes relating to building societies except as to societies enrolled under the old law and not incorporated under the new. It then exempts certain documents from stamp duty, and declares that this exemption shall not extend to any mortgage. Can there be a doubt therefore that all mortgages to an incorporated building society are liable to duty? W.

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the Field, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

LAW SOCIETIES.

THE LEGAL PRACTITIONERS' SOCIETY.

We are requested by the hon. secretary of this society (Mr. Charles Ford) to publish the following extracts from letters received from members of the society, upon subjects as to which it is considered that reform is necessary:

"Some measure should be passed giving the County Court judges power to try actions of ejectment to any amount, unless the title is questioned. At present it is a great expense to eject a tenant by process in the Superior Courts. Such a reform would be a boon to the public and the Profession. Again, we are much injured by estate agents, auctioneers, and other unqualified and unauthorised persons. If some remuneration by commission for conveyancing could be legalised by an Act, it would be of great advantage to solicitors, but, no doubt, it would be difficult to pass the measure. Another evil is that uneducated salaried clerks are allowed to enter the Profession without passing the preliminary examination. This should be stopped at once. The stamps on articles should be increased to their original figure (£120), and any other measure should be put in force that can be devised to raise the standard of the Profession. Every encouragement should be given to well educated solicitors' clerks to enter the Profession."

"We are under many obligations to the officers of this society for the trouble they are taking for us. The above society, I think, should be called 'The Legal Practitioners' Protection Society,' for we in truth need protection. I think we require, first, that branch societies should be formed in every town in England and Wales, and steps should be taken to put an immediate stop to salaried clerks being allowed to escape from the preliminary examination. I know some half dozen from this place who have been to town and got articles and admitted without passing that examination. We shall very soon get our Profession crowded with these persons. Secondly, although the price of the necessities of life have, for the last thirty years, been getting higher, our fees have, by various Acts of Parliament, been continually lowered. Parliament should be strictly watched, especially the present Bill of the Lord Chancellor's. And, lastly, I am one of those that think that our certificate duty should be done away with, or very considerably lowered. I have been told that this duty keeps the Profession respectable. I reply, how are the medical and clerical professions kept respectable without it?"

"The benchers of the Inns of Court decide questions affecting the conduct of barristers, the bishops those affecting the clergy, and the council of the Incorporated Law Society ought to deal with complaints against solicitors, and have power to deprive dishonourable men of the right to practice."

"With regard to the attempt now being very properly made to give solicitors some reasonable opportunity for becoming members of the Inns of Court, allow me to call your attention to some remarks on the subject in Tidd's Practice, 5th edit., vol. 1, pp. 22 and 66 (date of edit. 1812), where it states, p. 52, 'It was also necessary that attorney should be admitted and reside in or near some Inn of Court or Chancery, and keep commons there.' For references see R. M. 1654; 1 R. M. 3 Ann. K.B. R. M. 1654; 1 R. T. 29 Car. 2, Reg. I. E. M.; 36 Car. 2 (p. 64) states, 'Where the attorney resides in any of the Inns of Court.' In reference to bankruptcy reform do you not think that from the evidence and admissions of accountants themselves, it would be for the benefit of the public that solicitors, and solicitors only, should be appointed trustees and receivers? There is no doubt that, as the law at present stands, most respectable practitioners refuse bankruptcy business—first, because trustees, &c., take the most profitable part of the business; and, secondly, because it necessarily throws them into contact with the class of people mentioned in the review noted in a recent issue of the *LAW TIMES*, p. 325. If solicitors were appointed, they should in large matters be authorised to retain the services of a proper accountant, and they would be responsible for his fitness and charges. At present solicitors have constantly to be employed; and, added to this, are the exorbitant charges of accountant trustees. Creditors should be encouraged to attend meetings themselves by allowing their travelling expenses to be charged against the insolvent's estate."

"I wish your society would bring before Parliament a Bill enabling solicitors to be called to the Bar and barristers to become solicitors without relinquishing their present professions, on the terms in my letter on the subject recently published in the *LAW TIMES*. Now that a barrister has again been appointed Solicitor to Her Majesty's Treasury, there is little excuse for keeping the professions so distinct, and shutting out solicitors from a fair opportunity for being called to the Bar."

"I think the efforts of the society should be devoted to the repeal of sect. 7 of the Vendor and Purchaser Act, if not of the whole Act, which, I apprehend, opens a wide door to legalised fraud and swindling."

"An extraordinary invasion of the rights of the Profession by a County Court bailiff has been disclosed and made public here, and I trust that the case will not be allowed to drop, but that some one in authority will take it up. Any remarks are unnecessary."

"The Stockport Law Society at its last meeting decided to join your society."

"Unqualified and Unauthorised Persons."

"We are under very many obligations to you for the trouble you are taking for us in this and other matters."

"I sincerely trust that the Parliamentary Committee and others will make strenuous efforts to give further protection to the Profession against the continued encroachments of unqualified men. As regards conveyancing, the nuisance is unabated, and documents that are not worth the paper they are written upon are commonly met with, and which are prepared and charged for by these persons."

"Allow me to congratulate you upon the success which the society has already obtained, but there is much more to be done. The spathy of the Profession is surprising."

"I beg to suggest that as Government takes about £100,000 from solicitors yearly for certificate duty, we should be protected from invasion of our rights, as our Profession has required years of study and great expense to fit ourselves for it; and, moreover, the Government ought to benefit the public by making the accountants a profession qualified in some manner, as in the case of auctioneers, appraisers, &c., so that the public may have a guarantee for their respectability, for I assure you, around this neighbourhood, we look on them in quite another light."

"I cannot understand why the law restricting a solicitor to only two articulated clerks should still remain in force. It may be that some solicitors have a particular forte in bringing forward students, and I am sure it conduces to emulation for three or four to read and study together. I should much like to see an effort made to annul this restriction."

"Sect. 36 of the Attorneys' Act 1843, should be printed and posted up in all County Courts."

A large number of further suggestions and complaints by members of the society have been received by the hon. secretary, which should be laid before the Parliamentary Committee. They refer principally to the compulsory clauses of the Land Bill, to the district registries under the Judicature Act 1873, to the necessity for creating some easier mode for enforcing the provisions of the Stamp Act, as regards the preparation of deeds by unauthorised persons, and to frauds connected with bills of sale. We regret that want of space precludes the possibility of giving them publication.

THE BIRMINGHAM LAW SOCIETY.

THE following are reports of the committee:

The Land Transfer Bill.

As this measure is identical in its principles with the Land Titles and Transfer Bill of 1874, which was so thoroughly discussed by all the law societies, we deem it unnecessary to explain at length, as we have done in our former reports, the details of the system of registration of title. We propose to confine ourselves to pointing out the chief differences between this and the former proposals, and to note the more important points in which the present bill appears to us capable of further improvement.

First, in the thorough revision which the measure has undergone since last session there is a manifest intention to make registration popular and successful by making its terms as easy as possible. A very striking example of this is afforded by the provisions of sect. 17, which, in place of the elaborate requirements of the Bill of 1874 as to form of application, accompanied by maps, and followed by statutory requirements of advertisements and notices, simply provides that the examination of title shall be conducted in the prescribed manner, "provided that due notice shall be given and sufficient opportunity be afforded to any person desirous of objecting." And as to boundaries, sect. 84 (5) provides that the land shall be "described in such manner as the registrar thinks best calculated to secure accuracy, but such description shall not be conclusive as to the boundaries or extent of the registered land."

Secondly, the Bill is shorter by some thirty clauses than the Bill of 1874. This abbreviation has been effected, for the most part, by the constantly recurring provision that certain things are to be prescribed by general rules to be made by the Lord Chancellor. Among the more important matters so to be dealt with are the fol-

lowing: How examinations of title are to be conducted (sect. 17); forms of mortgages (sect. 23); of conveyances and assignments (sects. 30 and 35); transfers of mortgages (sect. 41); and the practice as to entry of cautions on the register (sect. 61, *et seq.*); mode of appeal to the court; inspection of the register (s. 105); the course of business at the registry (sect. 107); scales of costs (sect. 112). The practical value and convenience of the system will, therefore, to a very great extent, be determined by the mode in which the details are worked out by the rules.

Thirdly, we notice with great satisfaction the omission of all compulsory clauses from the present Bill, and with almost equal satisfaction the proposed repeal (sect. 132) of sect. 7 of the Vendors and Purchasers Act 1874. As to the latter, having regard to the differences of opinion among conveyancers of eminence as to its meaning, and the difficulties it has already occasioned in practice, we think it ought to be repealed *ab initio*, as was sect. 8 of 7 & 8 Vict. c. 76, by sect. 1 of 8 & 9 Vict. c. 106.

Premising that by the Bill now under consideration registration is confined to lands of freehold or leasehold tenure, and that this Bill, like the Bills of 1873 and 1874, contemplates registration of three kinds—viz. (1) of an absolute, (2) of a qualified, or (3) of a possessory title, the bill proceeds to make a distinct set of provisions for the registration and transfer of freehold and leasehold lands. The Bill of 1873 dismissed the subject of leaseholds in one *mutatis mutandis* clause (sect. 44), and although the Bill of 1874 had a few separate clauses, the present distinct set of provisions is far more practical, and will be appreciated in Birmingham, where leasehold interests are so common and valuable. The provisions of sect. 11, allowing a contested copy of a lease to be deposited on application for registration only in case the original lease is lost, should be extended to the case where such original lease is properly in the custody of any other person than the applicant. The concluding words, "unless such prohibition against alienation is discharged," are ambiguous, and seem to imply a total abandonment of a restriction on alienation, whereas a license to register with a restriction under sect. 59 would seem to place the lessor and lessee in the same position on the register as they would be before registration.

Conveyances and assignments, or, as the Act calls them, "transfers," of the registered interest are to be made in the prescribed manner, and there is in sect. 30 a return to the provision of the Bill of 1873 (sect. 82), that there shall be only one, and that the last land certificate in existence, for every parcel of land on the register. As to mortgages, or, as the Act calls them, "charges," there is an apparent alteration of the scheme of the Bill of 1874, which we thought an improvement on the Bill of 1873. That scheme provided for legal mortgages—i.e., absolute transfers (sect. 58)—not disclosing the equity of redemption on the register, and equitable mortgages either (a) by a deposit of the land certificate (sect. 59) or (b) by registered charge (sect. 60). The present Bill only provides for "charges" on the register to be made in the prescribed manner (sect. 23), which may confer a power of sale, but would seem not to pass to the mortgagee either the present legal estate or its registered equivalent, but may be considered as a substitute for the present legal mortgage. It also permits (sect. 82) an equitable mortgage by deposit of the land certificate, which equitable mortgage will be subject to all registered charges. We have called this an *apparent* difference, because it is obvious that without any statutory authority an intending mortgagee can, if he chooses, require to be registered as absolute owner. The clause in the Bill of last year (sect. 62), to which we then objected, that a charge should imply a covenant to pay the mortgage debt, which should run with the land, in the absence of anything to the contrary on the register, is repeated in sect. 25. The proprietor of a charge is to have powers of entry, foreclosure, and sale (sects. 26–28), in the absence of entries to the contrary on the register.

The most important clauses of the Bill, from a practical point of view, are those in part 3, for the protection of unregistered dispositions, because if registration ever becomes general, the registered proprietor will not be the beneficial owner in a very large number of cases. In all cases in which property is now vested in trustees this must be the case, and inasmuch as no partial interests can be registered, but only the ownership in fee, it is obvious that all life interests and remainders must be dealt with and protected as unregistered dispositions. And as by sect. 84 (1) the registrar is forbidden to receive notice of any trust, implied, express, or constructive, the only means of protecting these interests, which must remain unregistered, are (1) restrictions and (2) cautions.

Restrictions (sect. 59) can only be placed on the register with the consent of the registered proprietor, and in practice will be found altogether

inapplicable to the very frequent case of persons beneficially interested under unregistered dispositions transferring or changing their interests. In many such cases the consent of the registered proprietor (who will be a mere trustee) either cannot be obtained at all, or cannot be obtained without a delay and cost which would be fatal to the object of the transaction.

In all such cases recourse must be had to the protection of a caution under sect. 54, which provides "that any person interested under any unregistered instrument as a judgment creditor, or otherwise howsoever," may lodge a caution. The result of so doing is to entitle the cautioner to notice of any proposed dealings, and by sect. 55 the registrar is bound, before registering any dealing, to serve a twenty-one days' notice on the cautioner, which, by clause 90, must be sent to his address on the register.

This provision involves two difficulties. The notice will often occasion a serious delay to the person who wishes *bond fide* to deal with the land on the register, and, on the other hand, will at certain periods of the year, be altogether insufficient notice to the cautioner. The principal objection, however, that we desire to make to these clauses is what is to be done when the cautioner appears. He is (sect. 56) to come before the court—i.e., the Court of Chancery or the County Court sitting in equity, to enter into a bond, with security, to indemnify "every party against any damage sustained by reason of the dealing with the land being delayed," and then he must proceed to obtain an inhibition under sect. 58 against the proposed dealing.

We are strongly of opinion that the question of the cautioner's right to interfere with the pre-dealing ought, in the first instance, to be determined by the registrar, and that only in the event of the registrar's decision being adverse to the cautioner should he be required to give security for costs, and embark in a Chancery suit. The majority of the questions which will arise on cautions will be of the very simplest description, for having regard to the fact that they must be evidenced by some written instrument, both by the law as it stands and by the express wording of sect. 54, the question whether the cautioner has a valid claim or not, will generally be determined by the mere production of the instrument under which he claims, and only in case of doubtful questions of construction or priority would a recourse to the court be necessary. After the large powers which are given to the registrar by sect. 17, to hear and determine all objections to the first registry of title, it can hardly be contended that a registrar who is assumed by the Act itself to be competent for the one duty is not competent (subject of course to appeal) to deal with the other.

By the very necessities of the case recognised and even created by the Act itself, unregistered interests in land protected only by cautions must be freely created, and we foresee great inconvenience and cost, in, as we think, unnecessarily attaching to every caution the penalty of giving security for damages and costs, and engaging in a Chancery suit.

Closely connected with this subject there is the important question of the inspection of the register, sect. 105, which somewhat differs from the corresponding section (121st) of the bill of 1874. The present provision is "that subject to such regulations and exceptions, and to the payment of such sums as will be fixed by general rules," the following persons, and no others, may search the register, (1) registered proprietors, (2) persons authorised by them, (3) persons authorised by the court. As the section stands it is more restrictive than the former proposals, except that it may be varied by general orders. Upon this point we still retain the opinion expressed in our report on the bill of 1874, viz., that an open registry is indispensable, and no advantage will be ultimately gained by restrictions on the search.

The question of costs (sect. 112) to be also dealt with by general rules, which by sub-section may prescribe "the costs to be charged by solicitors or other agents in or incidental to, or consequential on the registration of land, or any other matter required to be done for the purpose of carrying this Act into execution, with power to require such costs to be payable by commission, per centage, or otherwise, and to bear a certain proportion to the value of the land registered, or to be determined on such other principle as may be thought expedient."

The words in italics should be omitted. For the proper working of any scheme of registration, it will be at least as important then as it is now that all dealings with the title to land should be conducted by qualified practitioners, immediately responsible to the jurisdiction of the court.

The creation of district registries is in the discretion of the Lord Chancellor with the concurrence of the Treasury. By the withdrawal of the clause making registration compulsory, the arguments adduced in our last report showing the necessity for very numerous district registries,

have lost much of their force, and it may be prudent to see what use will be made of the principal registry before establishing district registries. We are still of opinion that wherever the measure comes into active operation, district registries will be necessary. Solicitors although not eligible for the office of registrar (who must be a barrister) at the principal registry are together with barristers, eligible for the assistant registrarships, and also for district and assistant district registrarships.

We do not encumber this report with many suggestions of detail, which under the Bill as framed must be dealt with by the general rules under sect. 112. Upon these proposed rules we shall have some suggestions to make on the forms of transfer and mortgage, the necessity of maps and the scale of costs. If the Bill can be modified in the points we have mentioned, we think it will be a more feasible scheme than any which have preceded it, and the new arrangement of the various clauses, and the other improvements which the measure has undergone, render it more deserving of the support of the Profession.

At the same time we desire to record our opinion, strengthened by the renewed consideration of the subject, that the really beneficial part of the scheme is the means it affords for the authoritative examination and certification of title. The two essential reforms required appear to us to be (1) such an official examination and certificate as the Bill contemplates, and (2) such an alteration, sanctioned by statute, in the present practice of conveyancing as would insure every title deed being connected with its predecessor and successor, and protecting all *bonâ fide* purchasers from all instruments not so connected. Such a system would in twenty years ripen the great majority of titles for registration, and would not increase the cost of transfer in the meantime. For the first of these requisites provision is already made by the Bill, as sect. 21 gives power to remove land from the register, and thereby close the register as to all subsequent dealings. This is a most valuable provision, and as we observe, with regret, that an attempt is to be made in committee to omit this power, and to reintroduce the compulsory clause, we recommend that every effort should be made against such alteration.

The Bills of Sale Act Amendment Bill.

The Bill bearing this title recites "that the 17 & 18 Vict. c. 36 (*i.e.*, The Bills of Sale Act 1854) does not efficiently prevent the mischief which it is intended to prevent, and that it is desirable effectually to prevent that mischief, and other mischiefs of the like character." In its first clause it provides that the words "bill of sale" and "personal chattels" shall have the same meaning as is given to them by sect. 7 of 17 & 18 Vict. c. 36.

The second clause is directed against the mode of evading the 17 & 18 Vict. c. 36, by successive unregistered bills of sale, which practice was sanctioned, to the surprise of the Profession, by the Court of Exchequer Chamber in *Ramsden v. Lupton* (L. Rep. 9 Q.B. 17). With this object we heartily agree, but we very much doubt whether it will be effectually accomplished by the provisions of the clause, which in its endeavour to be very precise makes the invalidity of the renewed bill of sale to consist in its being given to secure the same debt, money, or money's worth, or any part thereof. It is to be feared that means will be found to vary renewed bills of sale in all the specified particulars, so as to be just without the letter of the clause although violating the spirit of it.

It seems to us that the only effectual remedy is to alter the first clause of 17 & 18 Vict. c. 36, by shortening the limit of twenty-one days allowed for registration to seven days, and providing that as against creditors, and trustees in bankruptcy, and, in fact, against everybody but the grantor himself, the bill of sale shall have no operation unless and until registered; so that unless actual possession be taken the bill of sale shall take effect from the time of registration only, as against everybody but the grantor. In the case of deeds affecting land this has always been the rule, and we submit the true principle.

It is submitted that the requirements that the bill of sale should be registered within seven days, and before it had any operation against the creditors of the grantor would be as easily complied with, in all *bonâ fide* transactions, as the present requirement to register within twenty-one days. Registration, even where the parties reside at the extremities of the kingdom, is, as a question of time, a matter of three days only; and if the grantor is in such immediate danger of either an execution or proceedings in bankruptcy that it is dangerous to wait even three days, he ought not to give a bill of sale at all. The enactment we propose would not only prevent the mischief of renewed bills of sale, but also another evasion of the spirit of 17 & 18 Vict. c. 36, not so

common but equally pernicious with a renewed bill of sale. We refer to the practice of taking possession by virtue of an unregistered bill of sale, and by collusion between the grantor and grantee, of the goods comprised in the bill of sale just before proceedings for liquidation. Unless the original granting of the bill of sale is void as an act of bankruptcy (which it is not if it is more than six months old) the general creditors have no remedy.

One of the practical difficulties in these cases is to ascertain whether a previous bill of sale has been given. If the section is to remain as drawn, it might be strengthened by requiring an affidavit by the grantor and grantee that no previous unregistered bill of sale relating to the same subject matter has been executed.

As to the 3rd section, that which we suppose to be its object would, in our opinion, be much better effected by adding the words "mortgage security or charge, legal or equitable," to the definition of a "bill of sale" contained in sect. 7 of 17 & 18 Vict. c. 36. In attempting to do that by a new enactment, it appears to us the framer of the Bill has used words which imply a great deal more, and that, in particular, the introductory words of the section, "whenever any mortgage of a security or charge on any personal chattels is hereafter effected without a bill of sale, and is of such a character that it might have been effected by a bill of sale, it shall be void," are fraught with mischief. Turning to the definition of "personal chattels" in 17 & 18 Vict. c. 36, s. 7, which is expressly included in, and made part of, the Bill under consideration, we find that "fixtures" are included. Now, a mortgage of leasehold property, including fixtures, although not necessary to be registered as a bill of sale (if there be no power to sell the fixtures apart from the land. (*Ex parte Barclay*, 9 L. Rep. Ch. 976)), is clearly a mortgage as to the fixtures which might have been effected by means of a bill of sale. If so, the words of this section oblige it to be registered in the new method prescribed by the 4th section of the Bill. If this be not intended, the clause should be altered, and if it be, then it should be clearly understood it is a Bill for the registration of, *inter alia*, all mortgage deeds, in which fixtures are included, without any of the safeguards of a proper system of registration, than which nothing more mischievous can be conceived.

To the 4th section we have the further objection that it establishes a new register of a particular kind of bill of sale. If it is desirable to have any particular instrument registered as a bill of sale, let it be so registered, and let all the provisions of the 17th & 18th Vict. c. 36, as to registration, attach to it, and we shall know what to register and where to search. But under the clause as it stands, the practitioner will have to consider whether he must register under the 17 & 18 Vict. c. 36, or under the Amendment Act, and a creditor in search of information will have two registers to search instead of one.

THE BIRMINGHAM LAW STUDENTS' SOCIETY.

At the usual fortnightly meeting of this society, held on the 3rd inst., Wm. Johnson, Esq., in the chair, the following question was discussed: "Is a solicitor mortgagee who acts for himself in a redemption suit entitled to costs beyond those out of his own pocket?" Messrs. Hadley, Bright, Hall, and David taking the affirmative; and Messrs. Evert, Heath, and Whitehouse the negative. After an able summing up from Mr. Johnson, the votes were taken, and found to be in favour of the affirmative. A vote of thanks to the chairman terminated the proceedings.

PLYMOUTH, STONEHOUSE, AND DEVON PORT LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Athenæum, Plymouth, on March 3rd, J. Shelley, Esq., in the chair. The subject for discussion was, "Does the will of a married woman containing a residuary bequest, and made during the lifetime and with the assent of the husband who predeceases her, operate upon property given by his will to her absolutely?" (1 Vict. c. 26; *Scammell v. Wilkinson*, 2 East, 522; *Stevens v. Bagwell*, 15 Ves. 139; *Thomas v. Jones*, 10 W. B. 853. Mr. E. F. Fox and Mr. C. Matthews in the affirmative, and Mr. T. Wolferstan and Mr. J. P. Mann, jun., in the negative. After an able summing up from Mr. Shelley, the discussion terminated in favour of the negative of the question.

THE UNION SOCIETY OF LONDON.

At a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening, the 9th inst., the following subject was submitted to discussion, and carried "That the Bill relating to the adulteration of food and drugs is not deserving of the support of this House."

LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Friar-lane, Leicester, on the 10th inst., Mr. M. Moore in the chair. The subject for discussion was, "Is the abolition of the Income Tax desirable?" Mr. Harvey opened the debate, and was followed by Mr. Stevenson, Mr. Green, Mr. Simpson, and others, and after a reply from the opening speaker, the question was decided in the negative by a majority of three.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

At a general meeting of this society, held at the County Court, on Wednesday, 3rd inst., by adjournment from Monday, 1st inst., Mr. B. Crook in the chair, Mr. S. S. Booth, solicitor, Holmfirth, was elected an honorary member, and Mr. Hastings (from the office of Messrs. Clough and Son), a member of the society. The question for discussion was as follows: "A house and premises adjoining a railway, but not touched by it, are depreciated in value through vibration, noise, and smoke, caused by the running of the trains on the railway after it has been completed, the premises, however, sustaining no structural injury. Is the owner entitled to compensation from the company?" (*The Hammersmith and City Railway Company*, 38 L. T. Rep. 265, Q. B., and the cases and statutes therein cited.) Mr. M. J. Burn supported the affirmative, and Mr. J. Percy advocated the negative. After an exhaustive discussion, the question was decided in the affirmative by a majority of two.

On Thursday evening Mr. S. Learoyd, the President delivered a lecture on "The Manner in which Easements are created by Prescription." This is the second of a series of lectures which Mr. Learoyd is giving on "The Law of Watercourses and Running Streams."

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday the 10th March, Mr. J. T. Davies in the chair. The secretary announced that the Right Honourable Sir George Jessel, Master of the Rolls, had kindly consented to become vice-president of the society. Notice was given that at the next meeting the following resolution would be moved: "That this society views with surprise and regret the action of the Government in withdrawing the Judicature Act Amendment Bill, and considers that a further postponement of the principal provisions of the Judicature Act 1873, is not calculated to promote the interests of the public or the Profession." Mr. J. G. Rubinstein then opened the subject for the evening's debate, viz., "That the means afforded by the Bankruptcy Act of avoiding the payment in full of just debts are irrational, and should be abolished, a debtor to be capable of obtaining only temporary protection; the operation of the Statute of Limitations to be suspended during the period of protection." The motion was, after a very animated debate, carried by a majority of three.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the Board of Directors of this Association was held on Wednesday last, the 10th inst., at the Law Institution, London, Mr. Frederick Thos. Veley in the chair, the other directors present being Messrs. Brook, Hedger, Roscoe, Smith, Torr, and Williamson, Mr. Eiffe, secretary. A sum of £150 was distributed in grants of assistance, twenty-five new members were admitted to the Association, and other general business transacted.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

A MEETING of the above society was held on the 9th March, Alfred Hopkinson, Esq., barrister-at-law, presided. The subject for discussion was, "Is one solitary instance of recognised dealing on credit sufficient to create a general agency?" Messrs. Richardson, Hill, Nadin, Marriott, Atkinson, and other gentlemen addressed the meeting, and after the chairman had summed up, the question was decided in the negative by a majority of six.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALTON, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

SIR ARTHUR HELPS, K.C.B.

THE late Sir Arthur Helps, K.C.B., Clerk of the Privy Council, who died on Sunday last, from an attack of pleurisy and inflammation of the lungs, after a few days' illness, in the sixty-second year

his age, was the eldest son of the late Thomas Helps, Esq., Balham-hill, Surrey, by Anne, daughter of the late — Plucknet, Esq. He was born in the year 1813, and was educated at Eton and Trinity College, Cambridge, where he graduated B.A. in 1835, and proceeded M.A. in 1839. He entered the public service as private secretary to the late Lord Montagu, then Mr. Spring-Rice, and Chancellor of the Exchequer in the cabinet of Lord Melbourne. In 1839 he became private secretary to Lord Morpeth, at that time chief secretary to Ireland, and afterwards Earl of Carlisle and Lord Lieutenant. He also filled the office of Commissioner of French, Danish, and Spanish claims. In 1850, upon the retirement of the Hon. W. L. Athurst, he was appointed to the clerkship of Her Majesty's Privy Council at the instance of Lord Palmerston, to whom he had been introduced by Lord Macaulay as "one of the ablest men of the century, and this appointment he retained down to the time of his lamented decease. In 1872 he was nominated a Knight Commander of the Order of the Bath (civil division). Sir Arthur Helps was the author of numerous literary works, among which may be mentioned, "The Claims of Labour," "Essays written in the Intervals of Business," "Friends in Council," "The Conquerors of the New World and their Bonds-men," "Conversations on War and General Culture," "The Life of Hernando Cortes, and the Conquest of Mexico," and "Thoughts upon government." Some of his most popular works have been those in which he has dealt with the inner life of the court. He edited the Prince Consort's speeches, and prepared for the press those "Leaves from the Journal of our Life in the Highlands," in which Her Majesty gave to her people such a deeply interesting record of the earlier years of her married life. Sir Arthur Helps married Miss Bessie Fuller, daughter of the late Captain Edward Fuller.

THE HON. G. C. NORTON.

The late Hon. George Chapple Norton, of Kettlehorpe Hall, near Wakefield, barrister-at-law, who died on the 24th ult., at the residence of his mother, Lord Grantley, Womersley Park, Guildford, in the seventy-fifth year of his age, was the second son of the late Hon. Fletcher Norton, sometime a Baron of the Exchequer in Scotland, and grandson of the first Lord Grantley; his mother was Caroline Elizabeth, only daughter of the late James Balmain, Esq., and he was born in the year 1800. He was educated at Winchester School and at the University of Edinburgh, and was called to the Bar by the Honourable Society of the Middle Temple, in Michaelmas Term, 1825. In 1827 he was nominated a Commissioner of Bankruptcy, and in 1831 he was appointed a stipendiary magistrate at the Lambeth Police-court, which office he retained for a period of thirty-six years, having resigned in 1867. He was Recorder of Guildford for forty-seven years, namely, since 1827; and he represented Guildford in the House of Commons from 1826 to 1830. The honourable gentleman, who was heir presumptive to his brother's barony, was a deputy-lieutenant for the Tower Hamlets, and a magistrate for Essex, Herts, Kent, Middlesex, Westminster, Surrey, and also for the West Riding of Yorkshire. He married, in 1827, Caroline Elizabeth Sarah, second daughter of the late Thomas Sheridan, Esq., and grand-daughter of the late Right Hon. R. Brinsley Sheridan, by whom (who is well known in the world of literature as the Hon. Mrs. Norton) he had a family of three children. His only surviving son, Mr. Thomas Brinsley Norton, was born in 1831, and is married to Maria Chiara Federigo, of the Island of Capri.

D. B. RING, ESQ.

The late David Babington Ring, Esq., B.A., barrister-at-law, who died on the 17th Jan., at East Bridgford, near Nottingham, in the seventy-first year of his age, was the son of the late Thomas Ring, Esq., of Dublin, by Anne, daughter of Thomas Babington, Esq. He was born in Dublin in the year 1804, was educated at Gardiner-street School, under the Rev. J. A. Coghlan, and graduated Bachelor of Arts at Trinity College, Dublin, in 1830. In 1841 he was called to the Bar by the Honourable Society at the Middle Temple, and went the Western Circuit. In the year 1858 he went to Vancouver Island, British Columbia, where he met with considerable success. In the House of Assembly he represented Nanaimo, but declined standing for Victoria, the capital, on the ground of ill health. In 1863, during the absence on sick leave of the Hon. J. H. Cary, the Governor appointed him Acting Attorney-General. In 1868 the Hon. Mr. Ring took his seat in the Legislative Council. An attack of paralysis, from which he never recovered, obliged him to relinquish work and return to England. Mr. Ring married, first, Miss Emma Croser Brown, only daughter of the late James Brown, Esq., R.N., private secretary

to Lord Nelson and Lord Keith, of Bedhampton Park, Purbrook, Hants, by whom he leaves one son and three daughters, the youngest of whom married, in 1873, Edmund Bromhead, third son of the late Marmaduke Graburn, Esq., of Melton Ross, in the county of Lincoln. He married, secondly, Miss Harriett Annabella Kime, only daughter of the late William Petch Kime, Esq., of Louth, Lincolnshire, who survives him, and by whom he leaves one daughter. Mr. Ring was brother-in-law to the late William Thomas Kime, Esq., barrister-at-law, J.P., of Louth, Lincolnshire, who died on the 15th of November last.

D. THOMPSON, ESQ.

The late David Thompson, Esq., LL.D., of Clonsheath Castle, in the county of Dublin, barrister-at-law, who died on the 23rd ult., in the seventy-seventh year of his age, was the eldest son of the late George Thompson, Esq., of Clonsheath, who died in 1860, by his first wife, Eleanor, daughter of the late Allan Wade, Esq., of Batchelor's Lodge, in the county of Meath. He was born in the year 1798, and was educated at Trinity College, Dublin, where he graduated B.A. in 1819; he took his LL.B. and LL.D. degrees in 1860. He was called to the Bar at Dublin in Michaelmas Term 1822, and was a magistrate for King's County and also for the county of Dublin.

SIR E. SMIRKE.

The late Sir Edward Smirke, Knt., barrister-at-law, who died on the 4th inst., at his residence in Thurlow-square, in the eightieth year of his age, was the fourth son of the late Robert Smirke, Esq., B.A., by Elizabeth his wife, and brother of the late Sir Robert Smirke, the distinguished architect. He was born in the year 1796, and was educated at St. John's College, Cambridge, where he graduated B.A. in 1816, and proceeded M.A. in 1820. Called to the Bar by the honourable society of the Middle Temple in Michaelmas Term 1824, he joined the western circuit, and practised for many years as a special pleader, and was for some time Recorder of Southampton. He also held successively the offices of Solicitor-General, Attorney-General, and a member of the council of the Prince of Wales. Sir Edward Smirke, who received the honour of knighthood in 1870, was a magistrate for Cornwall, and formerly vice-warden of the Stannaries of Cornwall and Devon. He married, in 1838, Miss Harriet Amelia Neill, daughter of the late Thomas Neill, Esq., of Turnham Green, Middlesex.

PROMOTIONS AND APPOINTMENTS.

MR. CHARLES ROBBINS, of the firm of Messrs. Bolton, Robbins, and Bask, of No. 1, New-square, Lincoln's-inn, has been appointed a London Commissioner to administer Oaths in Common Law in the Court of Common Pleas.

MR. LANCELOT VICTOR HAMEL, of Newcastle-upon-Tyne, has been appointed by the Lord Chief Justice of the Common Pleas and Mr. Justice Denman a Commissioner for taking Affidavits in that Court.

THE GAZETTES.

Professional Partnerships Dissolved.

MAPLES, FREDERICK; TREDALE, JOHN MARMADUKE; NELSON, ROBERT ROBERTS; MAPLES, WILLIAM, and TREDALE, MARMADUKE JOHN, attorneys and solicitors, Frederick's-pl. Old Jewry; Eastbourne-ter, Fiddington; and Abingdon-st, Westminster, as regards Nelson. Jan. 1.
YOUNG, JOHN (deceased); MAPLES, FREDERICK; TREDALE, JOHN MARMADUKE; NELSON, ROBERT ROBERTS; MAPLES, WILLIAM; and TREDALE, MARMADUKE JOHN, attorneys and solicitors, Frederick's-pl. Old Jewry; Eastbourne-ter, Fiddington; and Abingdon-st, Westminster, as regards Young. Dec. 5.

DONAGUE and JOHN, solicitors, Neath (John Donague and James Hartley John). Debts by Donague. Dec. 31.
FUTVOYE, EDWARD, and PAIGE, HENRY, attorneys and solicitors, John-st, Bedford-row. Feb. 23.

BRAMBLE and BLACKBURN, attorneys and solicitors, Bristol and Yatton (James Roger Bramble and Gilbert Ireland Montagu Blackburn). Debts by Bramble. Feb. 23.
SOUTGATE and WATSON, attorneys and solicitors, King's Bench-walk Temple (Tufnell Southgate and Charles Dillon Watson). Feb. 27.

Bankrupts.

To surrender at the Bankrupts' Court, Basinghall-street.
DANDO, EDWARD AUGUSTUS, secretary to the Stansfield Patent Oak Company (Limited), Strand. Pet. March 1. Reg. Brougham. Sols. Walskin and Clift, Gray's-inn-sq. Sur. March 19.
DICKIN, JOHN BATE EDWARD, lace manufacturer, Red Cross-st. Pet. March 3. Reg. Brougham. Sol. Dillon, Ironmonger-ls. Sur. March 19.
HIGGINS, WILLIAM, jun., grocer and general dealer, Rodney-rd, Walworth-rd. Pet. March 1. Reg. Brougham. Sol. Stokes, Chancery-ls. Sur. March 19.
HOLBROOK, ALBERT, boxer, Raphael-st, Knightsbridge. Pet. March 4. Reg. Peps. Sol. Swaine, Chancery-ls. Sur. March 16.
LEWIS, WILLIAM ROBERT, and TURNER, FRANK EDWARD, late victuallers, Queen-st. Pet. March 3. Reg. Roche. Sol. Beck, East India-avenue. Sur. March 25.
To surrender in the Country.
BALL, JOHN, innkeeper, St. Columb. Pet. March 1. Reg. Chilcott. Sur. March 17.

CRUTCH, LEVY, general dealer, Newport. Pet. March 3. Reg. Roberts. Sur. March 17.
LAIDLAY, WILLIAM JAMES, solicitor's clerk, Halifax. Pet. March 2. Reg. Rankin. Sur. March 18.
MARTIN, JAMES CONNOLLY, attorney, Deal and Sandwich. Pet. March 2. Reg. Callaway. Sur. March 17.
OVERTON, ARTHUR, currier, Cambridge. Pet. March 1. Reg. Eaden. Sur. March 18.
WILKINSON, MENCK, chemist, Handsworth and Sheffield. Pet. March 4. Reg. Wake. Sur. March 15.

Gazette, March 9.

To surrender at the Bankrupts' Court, Basinghall-street.
DUNCAN, WILLIAM ELLIOTT, attorney, Cannon-st. Pet. March 2. Reg. Haslitt. Sur. March 24.
FREDAY, JOSEPH, banker, Arabella-row, Buckingham Palace-rd. Pet. Dec. 14. Reg. Brougham. Sur. March 19.
LEMON, SAMUEL, tailor, Maddox-st, Regent-st, and Formosa-st, Maida-vale. Pet. March 5. Reg. Roche. Sur. March 23.
THISTLETON, JAMES MORRIS, medical galvanist, Old Quebec-st, Portman-sq. Pet. March 6. Reg. Peps. Sur. March 23.

To surrender in the Country.

BILLANY, CHARLES, grocer, Leeds. Pet. March 3. Reg. Marshall. Sur. March 24.
LEIGH, THOMAS, draper, Chorlton-upon-Medlock, Manchester. Pet. March 4. Reg. Kay. Sur. March 23.
LOMAX, JOHN, grocer, Oldham. Pet. March 4. Reg. Tweedale. Sur. March 24.
LYTHGOE, OLIVER, and GLEDHILL, WILLIAM, cabinet makers, Southport. Pet. March 3. Reg. Wake. Sur. March 23.
MARTIN, CHARLES, gentleman, Finsbury. Pet. March 3. Reg. Acworth. Sur. April 3.
NICHOLSON, THOMAS HENRY, silk manufacturer, Morley and Derby. Pet. March 5. Reg. Weller. Sur. March 23.
ROLAND, DAVID, coal dealer, Bradford. Pet. March 5. Reg. Robinson. Sur. March 23.
WARD, WILLIAM, grocer, Lincoln. Pet. March 5. Reg. Uppley. Sur. March 20.
WOP, WILLIAM, tax collector, East Moulsey. Pet. March 4. Reg. Bell. Sur. March 23.

BANKRUPTCIES ANNULLED.

Gazette, March 2.

SCOTT, MICHAEL DAVID SIBBALD, gentleman, Cornwall-gardens, Kensington. Feb. 28, 1872.
VALNAY, ERNEST, and PITROX, ALEXIS, theatrical proprietors, Oxford-st. July 28, 1874.

Gazette, March 5.

DRYSDALE, GEORGE, merchant's clerk, Cambridge-st. July 15, 1868.
GORDON, CHARLES EDWARD TUDOR, no occupation, Cape of Good Hope. June 14, 1871.
LOVE, J. H., Bolton-sq. Jan. 26, 1875.
POWNETT, HUTCHISON, lieutenant in the army, Aldershot. July 11, 1874.
WELCH, JOHN THOMAS, victualler, Twerton, near Bath. Dec. 1, 1874.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 5.

ADAMS, BENJAMIN, beer retailer, Birmingham. Pet. March 3. March 17, at twelve, at office of Sols. Webb and Spencer, Birmingham. Feb. 28, 1872.
AKHURST, GEORGE, grocer, Maidstone. Pet. March 2. March 18, at half-past twelve, at office of Sols. Monckton, Son, and Tatham, Maidstone.
ALLAWAY, THOMAS, ALLAWAY, WILLIAM, and ALLAWAY, JAMES, linotype manufacturers, Lydney. Pet. Feb. 27. March 17, at half-past one, at office of Barnard, Thomas, Tribe, and Co., Albion-chmbs, Bristol. Sols. Messrs. Faynton.
ASHBERRY, JOHN ARTHUR, Britannia metal manufacturer, Sheffield. Pet. March 2. March 17, at twelve, at office of Sol. Tattershall, Sheffield.
BASHAM, ARTHUR, and VARLEY, JOHN, builders, Princes-rd, and Bowden-st, Kennington-cross. Pet. Feb. 19. March 18, at twelve, at office of Sol. Cooke, Essex-st, Strand.
BELLIS, EDWARD, coal dealer, Red Lion-cottage, Bloomfield-cres, Harrow-rd. Pet. March 2. March 23, at two, at office of Sol. Chalk, Moorgate-st.
BIGGS, CHARLES, grocer, Romford. Pet. March 2. March 22, at two, at office of Sols. Carter and Bell, Leadenhall-st.
BOTTLE, FREDERICK CONYNHAM, draper, Woodford. Pet. March 3. March 23, at two, at office of Sol. Staurope, Pinner's Hall, Old Broad-st.
BOYCE, ROBERT, grocer, Cardiff. Pet. March 3. March 18, at half-past two, at office of J. Jenkins and Co., 20, High-st, Cardiff. Sol. Heard, Cardiff.
BRIDGES, JOB EDWIN, saddler, Edenbridge-rd, Hackney. Pet. Feb. 19. March 11, at two, at 27, Finsbury-pavement. Sol. Arnold.
BULL, WILLIAM LOWNDES, clerk, Bradford. Pet. Feb. 28. March 18, at three, at office of Sol. Rennolls, Bradford.
BYRNE, ANDREW EWING, commission merchant, Liverpool. Pet. March 2. March 22, at two, at office of Sols. Hull, Stone, and Fletcher, Liverpool.
CALISHER, BERTRAM JAMES, commission agent, Sackville-st, Piccadilly. Pet. March 1. March 16, at two, at office of Sol. Abrahams, Burlington-gardens, Bond-st.
CARMICHAEL, JOHN DUNCAN, gentleman, Cleveland-row, St. James's. Pet. March 1. March 15, at three, at office of Sol. Grout, Suffolk-ls, Cannon-st.
CARTER, JOHN, woollen draper, Liverpool (under firm of Carter and Holburn). Pet. March 3. March 22, at three, at office of Sols. Barrett and Henry, Liverpool.
CHARLTON, JOHN, FOSTER, and WRIGHTMAN, PETER, brass-founders, South Shields. Pet. March 3. March 19, at half-past eleven, at office of Sols. Tinley, Adamson, and Adamson, North Shields.
CHOCAT, FREDERICK, oilman, Slough. Pet. March 3. March 18, at twelve, at office of Sol. Reader, Gray's-inn-sq.
CLASBY, JOHN, publican, York. Pet. March 1. March 16, at one, at office of Sol. Watson, York.
GLEGG, JAMES, ironmonger, Oldham. Pet. March 1. March 19, at three, at office of Sol. Gardner, Manchester.
COOK, WILLIAM, labourer, Burton-on-Trent. Pet. Feb. 23. March 15, at twelve, at the Wool Pack inn, West Bond-st, Leicester. Sol. Wilson, Burton-on-Trent.
CRAIK, ALEXANDER, blacksmith, Tweedmouth and Berwick-on-Tweed. Pet. March 3. March 18, at two, at office of Sols. J. G. and J. E. Joel, Newcastle.
CROSSLEY, JAMES, engineer, Radcliffe. Pet. March 1. March 17, at three, at the Clarence hotel, Spring-gardens, Manchester. Sols. T. and J. Grundy and Co., Bury.
CHOXON, MARY, spinster, hotel keeper, Park hotel, Park-pl, St. James's. Pet. March 2. March 31, at twelve, at office of Sol. Watney, Clement's-ls.
DAVIES, JOHN, shoemaker, Wolverhampton. Pet. March 2. March 19, at three, at office of Sol. Sirl, Wolverhampton.
DAVIES, LEWIS OSWALD, draper, Aberystwith. Pet. Feb. 20. March 18, at eleven, at office of Sols. Messrs. Hughes, Aberystwith.
DEAF, JAMES, victualler, Horselydown. Pet. Feb. 28. March 22, at two, at office of Sol. Payne, Serjeant's-inn, Temple.
DRACUP, ARTHUR, shuttle maker, Little Horton. Pet. Feb. 25. March 15, at eleven, at office of Sol. Rhodes, Bradford.
ELLWOOD, JOHN, labourer, Carlisle. Pet. March 1. March 17, at three, at office of Sol. Ostell, Carlisle.
EVANS, JOHN, grocer, Rhymney. Pet. March 3. March 22, at two, at office of W. H. Williams and Co., accountants, the Exchange, Bristol. Sol. Waldron, Cardiff.
FORBES, JOHN, ironmonger, Liverpool. Pet. March 1. March 18, at three, at office of Sol. Lepton, Liverpool.
FRIEDHEIM, ROBERT CARL LOUIS, commercial clerk, Dodington-grove-west, Kennington-park, and Mincing-ls. Pet. Feb. 23. March 18, at eleven, at office of Sol. Philpott, Guildhall-chmbs.
GARRIN, JOHN, joiner, Dyffrynnewydd. Pet. March 1. March 18, at twelve, at Wynnstay Arms hotel, Wrexham. Sol. Lloyd, jun., Ruthin.
GILES, WILLIAM, victualler, White Bear, Kent-st, Southwark. Pet. Feb. 28. March 18, at eleven, at the Claremont Arms Tavern, Upper George-rd, Bermondsey. Sol. Hilton, Bankswr, Kennington-ls.
GILL, JOHN, waterproof, St. George-st, and Lucas-st, Commercial-rd (trading as Sney and Gill). Pet. Feb. 25. March 14, at two, at office of Sol. Harris, Duke-st, Manchester-sq.

To Readers and Correspondents.

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exercise of arbitrary power, and if there were many Judges on the bench of Mr. Justice DENMAN's disposition, we should say that judicial power in this direction could not be too soon placed within well-defined limits. Such an incident, however, being extremely rare, we are less concerned for the result of Mr. Lewis's coming motion on the subject.

THE discussion in the House of Commons upon the subject of marine insurance raises the important question to what extent should the State control private contracts. This is entirely a question of expediency, upon which opinions must differ considerably, and we should be inclined to say that the less the State imposes restrictions upon contracts the better for the State. With reference to marine insurance, no doubt it may afford protection to dishonest shipowners and charterers, but the obvious remedy for dishonesty is strict supervision by Government officials before sailing. Overloading is a source of much mischief. Overloading may be checked without interfering with insurance. If Parliament attempts to amend the law of marine insurance, they will find that they have undertaken a work of vast difficulty. To take valued policies and deal with them only would be a mistake, valuation being a process by which all difficulties in adjusting total losses are avoided. In average losses the valuation is opened, so that the evil, if any exists, is strictly limited. Legislation, in our opinion, went as far as it could go when it prohibited wager policies. To go further, and say that none but open policies shall be permitted, would be an undue interference with freedom of contract and a course of dealing which has been sanctioned for a very long period.

THE Select Committee on "Acts of Parliament" is now appointed, and is to consist of nineteen members, Sir JOHN KARSLAKE, Mr. LOWE, Mr. FORSYTH, Mr. GREGORY, and Mr. RATHBONE being amongst the number. Mr. RATHBONE had previously moved a series of resolutions, of which we gathered the effect to be that the whole statute law upon a particular subject should be reprinted for the use of members, as often as it was proposed to legislate upon that subject. We must say that we think this would be affording information which would be too full to be useful. It would, besides, in many cases involve too great delay, for what Mr. RATHBONE seems to wish for is a series of particular editions of portions of the Revised Statutes—revised up to date. And the plan would still leave the legislator unacquainted with the common law of his subject, and also with the effect of judicial decisions which might form the reason for legislation. A suitable abstract prepared by some legal officer, showing the general effect, with leading references, of the law proposed to be altered, and in particular the date of the latest consolidating statute, would, we imagine, be sufficient to satisfy all requirements. Such an abstract would best appear by way of note to the preamble of each bill, and the three essentials of it would seem to be that it should be short, correct, and chronological.

LAST Monday week Mr. ASHETON CROSS, in the House of Commons, informed Mr. DILLWYN that the Lunacy Commissioners had inquired into the case of Miss WOOD, the friend of the Shakers of the New Forest, and had ordered her discharge from the lunatic asylum. A few days ago, however, this unfortunate lady was again taken to the asylum by virtue of a new certificate of two doctors. This demands explanation. She had been detained on the former occasion, we conceive, under the 16 & 17 Vict. c. 96, by the 4th section of which statute, an order of some person, and the medical certificates of two physicians, surgeons, or apothecaries, is sufficient to warrant the keeper of an asylum in detaining any person whomsoever. Each medical certificate states, or ought to state, that the undersigned medical practitioner, separately from any other medical practitioner, personally examined the supposed lunatic, and that the latter is a lunatic, idiot, or person of unsound mind, and a proper person to be taken charge of and detained under care and treatment, and that certain facts support the opinion. It is quite possible that doctors, who certainly are not more infallible than most men, should in the former case have signed their certificates under a misapprehension. But would any jury suppose they did so through ignorance in the latter case? The same statute which gives the very great, if not unlimited power we have mentioned (a power, by the way, so easily to be abused), contains a further section, the 13th, which provides that any physician, surgeon, or apothecary, who shall falsely state or certify anything in any certificate shall be guilty of a misdemeanour. With the opinion of the Lunacy Commissioners before them, and with full knowledge of the release of Miss WOOD from detention by the order of the same, none but the very strongest grounds can warrant the action of these medical practitioners. It is a case which the safety of the public demands should be thoroughly investigated, and all or any who may be guilty, most severely punished. Yet it is a curious feature of our law that the proprietor of the asylum, who may receive the order and medical certificates in the usual manner for the detention of any person is, together with his servants, by the 8 & 9 Vict. c. 100, s. 99, enabled to plead such order and

NOTICE TO ADVERTISERS.

GOOD FRIDAY.—Next week the LAW TIMES will be published on Thursday morning. Advertisements, to insure insertion, must reach the office by the first post on that day.

The Law and the Lawyers.

MR. JUSTICE DENMAN attained the object of his highest ambition when he was raised to the Bench, but having thus far succeeded he seems disposed to over-estimate his own importance, and to strain the law to preserve what he imagines to be the offended dignity of justice. Only a little while since he was heard to invoke the name of the Almighty in an Assize Court, for the purpose of expressing his astonishment that a lout in the gallery should titter at some evidence not altogether decent. He has now called into operation the censorial powers of the member for Londonderry, by committing a person for twelve months for contempt of court under circumstances which certainly justified judicial condemnation, but which were not so extraordinary as to require the severe

certificates in defence to any writ, indictment, information, action, or other proceeding, and the same become his or their justification against such proceedings being brought against them. And this holds good even in cases, presumably like the present one, where the alleged lunatic was in reality of sane mind: (*Norris v. Seed*, 3 Exch. 782). There is of course no reason why a writ of *habeas corpus* should not issue by or on behalf of Miss Wood, and in the interests of justice and of public security we sincerely hope that the proper steps may be taken to do so.

APPROPOS of the appellate jurisdiction of the House of Lords, we may remind our readers that it has been frequently contended that the admitted defects of that tribunal could be easily remedied, and the jurisdiction in substance preserved intact. *Audi alteram partem*. In 1872 Lord COLERIDGE, being then Attorney-General, thus addressed the Social Science Congress at Plymouth:—"It is not easy, and I do not pretend to be able to suggest a simple and perfectly inoffensive amendment of the Court of Final Appeal, because here any change—that is, any change worth making—involves destruction. . . . The jurisdiction of the House of Lords, except that suitors are a small body, belong to no class, and have no power of combination, would long since have been swept away as an intolerable and outrageous abuse in point of practice. . . . After quoting instances of the "endless delays and immense expense" of the House of Lords, Lord COLERIDGE went on to say, "For my own part no alteration will be satisfactory, and I can take no part, either officially or privately, in supporting any which leaves to the House of Lords as such, the right of deciding causes. It is one thing to acquiesce in an anomaly which we have received from our ancestors, and which has the consecration of centuries. It is quite another to enact it afresh, and to stamp with our approbation what is unworthy of it." And the noble lord's practical suggestion was this:—"A court of eight members, at the least, in which Scotland, Ireland, and the colonies should be represented, and of which all existing law lords should be *ex officio* and unpaid members. . . . I believe could well dispose of the business now disposed of by the House of Lords, the Judicial Committee, and the Exchequer Chamber. . . . One source of supply for the future, I would make the ex-Lord Chancellors and Chief Justices, whose pensions—whether maintained at their present rate or reduced—should be dependent until some given age (seventy or seventy-five perhaps) on some fixed amount of service as members of the Court of Appeal."

THE Bill which, if passed, is to bear the very short title of the Explosives Act 1875, has no preamble, nor, looking to the comparatively recent occurrence of the Regent's Park explosion, would it seem to stand much in need of one. But inasmuch as only connoisseurs in gunpowder and petroleum could properly estimate the general effect of the Bill which has just been read a second time, "after a few remarks from Mr. WHITWELL," we cannot but think that the sooner it is handed over to a select committee the better. We would observe, however, that at least two out of the one hundred and thirteen clauses appear to us to be highly objectionable. By clause 10, par. 9, no person is to be allowed to smoke in any part of a gunpowder magazine "except in such part, if any, as may be allowed by the special rules." Who is to have the framing of these "special rules" we neither know nor care, but surely the exception ought to disappear altogether. Then by clauses 33 and 34, it is provided that harbour authorities and railway and canal companies "shall, with the sanction of the Board of Trade make bye-laws for regulating the conveyance of gunpowder," and (*inter alia*) "generally for protecting persons and property from danger." The Act, we observe, is to come into operation on 1st Jan. 1876, but the bye-laws may be made any time after the passing of it. The obligation to make the bye-laws is clear enough, and would, we presume, be enforceable by *mandamus*; but the possible neglect of the local authorities to make the bye-laws, and of the central authority to stimulate them, might give rise to another Regent's Park explosion. The legislation by bye-law instead of by statute, no doubt proceeds from the variety of circumstances under which "explosives" may be carried. But might not the legislative ardour of the authorities and companies be fairly stimulated by some such provision as that, pending the framing and approval of the bye-laws, definite statutory restrictions of general application and sufficient stringency should be binding upon them?

ON Thursday, 11th March, the LORDS JUSTICES, sitting in Bankruptcy, delivered judgments in *Re Onslow*, which are worthy of attention, in respect of—(1) The new Act for the Relief of Infants (37 & 38 Vict. c. 62); (2) A debtor's summons filed by more than one creditor; (3) The examination of the consideration of a judgment which in a court of law would be an estoppel as a *res judicata*. The facts we extract from papers kindly provided by Mr. BAGLEY. In May last, prior to the debtor becoming of age, he purchased of one of the petitioning creditors certain jewellery, to the amount of £50, for which he gave his acceptance. August last the debtor became of age, and almost immediately, while in a state of intoxi-

cation, at a public house, was served with a writ under the Bills of Exchange Act. Judgment was signed, and leave to enter appearance subsequent thereto was refused. Three creditors then clubbed together and filed a debtors' summons. Afterwards one of them alone filed the petition, upon which Mr. Registrar BROUGHAM made an order of adjudication. This was reversed by Mr. Registrar HAZLITT, sitting for the Chief Judge, on the ground that the debt was not sufficient. The petitioning creditor then brought his appeal. The words of the Act are as follow, viz.: Sect. 1. "All contracts, whether by specialty or by simple contract, henceforth entered into by infants for the repayment of money lent, or to be lent, or for goods supplied or to be supplied (other than contracts for necessities), and all accounts stated with infants shall be absolutely void. Provided always that this enactment shall not invalidate any contract into which an infant may by any existing or future statute, or by the rules of common law or equity, except such as now by law are voidable." Sect. 2. "No action shall be brought whereby to charge any persons upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification made after full age of any promise or contract made during infancy, whether there shall or shall not be any new consideration for such promise or ratification after full age." The following authorities respecting *res judicata* were cited: *Ex parte Bryant* (1 Ves. & B. 214); *Ex parte Prescott* (1 M. D. & D. 199), and *Ex parte Marson* (3 Dea. 79). Lord Justice JAMES said "the decision of the Registrar appealed from is right. It is a rule of court in bankruptcy that the consideration for a judgment may be inquired into. The object of the bankrupt law is to secure administration of the property amongst the just creditors. Now, relatives and friends might procure any number of friendly judgments, and unless the considerations for these could be investigated, the just creditors would be defrauded. The bill of exchange in this case was given for jewellery purchased by an infant. No valid ratification was made of the bill upon which judgment was obtained under the Bills of Exchange Act. Sect. 1 of the new Act says future contracts of infants shall be void. Sect. 2 says that no action shall be brought upon a contract then existing, but ratified after the Act. The plain meaning is that as contracts of the first class are void, so those of the second shall be equally so, and, therefore, the action on the bill of exchange fails." He also said that "if creditors club together to bring a debtor's summons, as they may do, the matter as to one and all must stand or fall together. The appeal must be dismissed." MELLISH, L.J., concurred. "A consideration, even after a judgment, may be examined in bankruptcy, though not where the debtor had a good defence; e.g., the defence that no notice of dishonour of a bill of exchange had been given would not be examined apart from fraud. If the recent Act had not been passed I should have had some doubt as to the goodness of the consideration. But the Act makes it no consideration for a debt. The bill was given before the Act was passed. It became due after the passing. Sect. 2 prevents the contract being ratified. There was, therefore, no valid consideration for the debt. As to the debtor's summons I am of the same opinion as Lord Justice JAMES."

THE BAR EXAMINATIONS.

THE present regulations of the Inns of Court prescribe that every person intending to be called to the Bar shall submit himself to an examination for the holding of which they make provision. This condition was imposed, as our readers are probably aware, to satisfy the exigencies of a public opinion, which was supposed to require all barristers to pass an examination. In this matter, perhaps, public opinion was not the best judge of what was necessary to test a man's legal attainments, but as the examination was conceded, there is no doubt it should be sufficient and severe. This character the interests of the Profession require it should have. The benchers, however, have acted as though the interests of the Profession pointed in another direction, and the papers require so small a knowledge of law that practically the examination affords no test of legal knowledge. An amiable desire not to exclude men from being called to the Bar should not blind the benchers to the fact that when an examination is set up as a test of the fitness of the aspirants to a profession, to follow it, each examination is a trial not only for the candidates, but also for the profession to which they seek admission, and that to exact no knowledge and require no information as a necessary preliminary to becoming a barrister is a sure way of covering that branch of the legal profession with contempt.

A short consideration of the nature of the papers set by the examiners of the Inns of Court will amply justify the conclusion that they hold what may be nicknamed an examination. The questions put on all the required branches of legal study, viz., constitutional law and English History, real property, equity, common law, and civil law, amount in all to sixty, a number moderate enough. Of these twelve are employed for the purpose of testing the proficiency of the candidates in the doctrines of the common law. A *précis* of eight of these questions is as follows: Define a contract, a bill of exchange and promissory note, a tort,

a special indorsement and an indorsement in blank, murder, manslaughter, perjury, and crime? Illustrate the difference between an executory and executed, an express and implied contract. Is a contract obtained by fraud a valid one? Is a wife, servant, or son, who commits an offence, excused because the commission is ordered by husband, master, or parent? What steps are to be taken when a Judge's ruling at Nisi Prius is objectionable in point of law? We have summarised the contents of the paper on common law at some little length, because space forbids us to set out all the papers *in extenso*, and an opinion will have to be formed of them as the bulk from which the above sample has been fairly drawn. With a single reservation, we have no hesitation in saying the intermediate examination which articled clerks undergo is far harder than the examination we have been discussing. Our reservation is this—the examiners place at the head of their papers “Candidates are requested to state their reasons for the answers which they give.” In many cases a compliance with this demand is beyond human skill, and perhaps the questions are rendered easy in order to leave time for candidates to compass an impossible task. To ask a man to define what a contract is, and to give his reasons for his answer, is very like asking What is an elephant, and why? It would perhaps be better, instead of uniting questions that no one can answer with those which everyone knows, to devise papers which search out knowledge, and may be a bar to incompetence and folly.

We do not think the Benchers are so much to blame in the matter as perhaps they appear to be. The fault lies rather with their system than themselves. A large sum of money is annually expended in paying eminent queen's counsel to superintend the examination they have not time to overlook, and which they may not be specially qualified to conduct except by a readiness to do so. It would have been far better for the Inns to have left the conduct of the examinations in the hands either of their lecturers or of some well leisured men who could give a great deal of time to the really difficult task of inventing fair and searching papers. No doubt successful men are quite ready, like Lord Russell, to undertake anything, from commanding the channel fleet to carrying on an examination; but we venture to think that unless in future they show a greater aptitude for their task, they will better consult the interests of the Profession by leaving it to other hands less incumbered by business. The value of questions does not depend on the person setting them, but on their own scope and nature, and an examination is not valuable even if it were conducted by all the kings Candide dined with at Venice, if it resembles those gates one sometimes sees in Ireland, which, at a distance, seem to bar the roadway, but on a nearer approach are found to have a broad pathway on either side.

PURGING FELONIES.

A LEARNED correspondent, writing to a legal contemporary, on the question of the Tipperary election, seems to labour under the impression that the disability attaching to crime is not removed by pardon, and that the endurance of punishment does not purge the guilt of the offender and restore him to his civil rights. That these questions should be raised is strange, as the authorities on the subject are clear and decisive. A pardon is defined by Coke to be “a work of mercy whereby the King, either before attainder, sentence, or conviction, or after, forgiveth any crime, offence, punishment, execution, right, title, debt, duty, temporal or ecclesiastical.” And its effect, according to Blackstone, vol. 3, is “to make the offender a new man, acquit him of all corporal penalties, and not so much to restore him to his former as to give him a new credit and capacity.” The same doctrine is laid down by Lord Hale (2 P. C. 277), where it is stated “that the King's pardon makes one convicted of treason, felony, perjury, conspiracy, &c., a competent witness, as it takes away *penam culpam in foro humano*.”

This principle is fully recognised in *Rez v. Crosby* (1 Lord Raymond, p. 39), where it was decided that if a person “be attainted of felony, he is incapable of making a purchase to, hold or to give evidence, but if the King pardons him, he becomes a new creature, and may do both.”

The general result of the common law authorities on the subject is thus shortly summed up in Russell on Crimes (vol 3, p. 621), “A pardon, whether by the King or Act of Parliament, removes, not only the punishment, but all the legal disabilities consequent on crime”: (*Reg. v. Boyes*, 1 B. & S. 311; *Cuddington v. Wilkins*, Hobb. 67, 81; *Earl Warwick's case*, 5 How. State Trials, 166.) Any doubts which may have formerly existed as to the ability of an infamous, though pardoned, person to act as a juror, are now removed by the 6 & 7 Geo. c. 50, whereby it is provided “that one convicted of treason, felony, &c., and who has received a free pardon, may be a juror.” So it would seem that a free pardon operates as a complete restoration to civil rights and privileges, and, to use the expression of Bracton (lib. 3, c. 14, s. 12), makes the person receiving it, “*sicut homo modo genitus*.”

Of course this doctrine applies to members of the House of Commons, and the case of Walsh, a member who had been pardoned on a conviction of larceny, and, nevertheless, was expelled in 1812, cannot be cited as an authority against the principle.

For, in the first place, the question was not then sufficiently raised; in the next, the offence for which he was expelled was not the same as that for which he had been pardoned (he had been pardoned on a conviction for larceny because the conviction was illegal, and he was expelled for gross breach of trust); further, the quality of the pardon was taken exception to, it being doubted if the remission in his case could be properly so called; and finally, a single instance, particularly one, in which the decision arrived at was not altogether free from the partial influences of political feeling, cannot be taken as a safe guide. Lord Cochran's case is more in point, for his re-election was not disturbed, because the infamous part of his punishment was remitted by the Crown.

Upon the question as to whether the endurance of punishment rehabilitates a man convicted of crime in the position which he occupied before conviction, the 9 Geo. 4, c. 32, s. 3, leaves no doubt, if we are satisfied that a pardon brings with it absolute and complete restoration to civil rights. For that statute provides “that the endurance of punishment for felony shall have the same effect as a pardon under the Great Seal,” and this is consistent with the common law authorities and with legal principle.

The special question raised in Mitchell's case, as to whether a sentence of transportation is like one of banishment, and that it is satisfied by remaining abroad for the term prescribed, is one more open to discussion, and the decision of the Irish Court of Common Pleas, before which the subject will be fully reviewed next term, will be regarded with a good deal of interest.

If the principle in *Bullock v. Dodd* (2 B. & Ald. 258), be law, and applicable, it would appear that the sentence, in the present instance, has not been served, for there it was held that the word “transportation” in the 8 Geo. 3, c. 15, meant not merely the conveying of the felon to the place of transportation, but his being conveyed and remaining there during the term for which he was ordered to be transported. Yet, if this be law, and if “service” in the sense of duress be the essence of the punishment, it is a curious fact, as stated by the Attorney-General, that a convicted felon who has not served his full sentence, cannot be sent back to punishment, because the sentence has expired. It would seem from this state of the law that stress should be placed on the “expiration” not the “service” of the term, and the circumstance that the phrase “expiration,” not “service of the term,” is used in the statute, as in the provision that a felon attainted cannot be restored until after the expiration of the sentence may be thought to lend some weight to this opinion. No doubt it does seem a very anomalous state of the law that “an escaped felon can take advantage of his own wrong,” but this rather raises the question as to how the law ought to be than how it is. If by any defect in the law Mr. Mitchell is relieved from the disabilities attaching to his offence, the defect must not be remedied by an undue straining of principles. This is all the more needful, for if Mr. Mitchell has placed himself within reach of the law, it shall, so far as his exclusion from the House of Commons is concerned, be rigorously enforced.

NEGOTIABLE INSTRUMENTS.

THERE is no part of our law relating to commerce that is of more importance than that which decides what are and what are not negotiable instruments. From one point of view this is a question of fact rather than of law, the answer depending in many cases upon the custom of merchants; and it is highly desirable that questions such as these should be kept distinct from all that is arbitrary or technical, as far as that may be possible, and considered rather with reference to what is convenient in practice and reasonable in principle. It is not of itself sufficient to make an instrument legally negotiable that it is transferable by established custom. The custom of merchants (unless part of the ancient law merchant), with all the weight that has been given to it for the benefit of commerce, cannot confer upon the holder of an instrument the right to sue upon it, unless the instrument is one the legal right to sue upon which passes by delivery, or because the parties are not themselves competent to introduce such an incident by express stipulation. And negotiable instruments must be of this last class. In order, therefore, to ascertain whether an instrument is negotiable, the question of fact must always be inquired into, Is it by the usage of trade transferable like cash? but there remains the equally essential question of law, Does the mere delivery of it confer upon any person receiving it *bona fide* and for value a good title to the property which it symbolises?

Of what instruments this last question may be answered in the affirmative, was the point in the recent case of *Goodwin v. Roberts and others*; and though there could be little room for doubt as to what the judgment would be, the case was one of such immense importance in commercial circles that it must have been with a feeling of relief that that judgment was heard in the City. The facts were as follows: The plaintiff purchased certain Russian and Austrian scrip in Feb. 1874, through one Clayton, who improperly pledged it to the defendants, as security for a loan to himself. Clayton having been adjudicated a bankrupt, the defendants appropriated the proceeds of the scrip to the discharge of their advance to him; and the plaintiff then brought an action

against the defendants to recover the sum they had received for the scrip. In delivering judgment, Baron Bramwell said that the question whether foreign bonds were negotiable instruments had been decided in *Gorgier v. Mieville* (3 B. & C. 45), and that decision had never been overruled. The remaining question was whether there was such a substantial distinction between bonds and scrip that the law that applied to the former did not apply to the latter. The case that had been relied upon by the plaintiff was *Crouch v. the Credit Foncier of England (Limited)* (29 L. T. Rep. N.S. 259), where it was held that an engagement to pay money to bearer not entered into by a promissory note or bill of exchange could not be rendered a negotiable instrument. But the argument that these scrips, being merely engagements to give bonds, cannot be made negotiable instruments, was founded upon the assumption that the agents of the foreign governments for the negotiation of these loans in this country took upon themselves some liability; which they clearly did not. It appeared to him shocking to common sense that such scrip, which were in a manner *interim* bonds, should not be negotiable, while the bonds to which they related were negotiable. The case was governed by the decision in *Gorgier v. Mieville*, and the judgment of the court must be in favour of the defendant. Baron Cleasby concurred. From the above very brief summary of a most able judgment, it will be seen that these scrips are, as regards their negotiability, placed on exactly the same footing as bonds.

The leading case on this subject is *Miller v. Race* (Smith L. C. p. 479, 6th. edit.) in the notes to which the authorities are collected. It was held in that case that property in a bank note passes like that in cash by delivery; and a party taking it *bonâ fide* and for value, is entitled to retain it as against a former owner from whom it has been stolen. Lord Mansfield, in delivering judgment, gave the true reason why bank notes and cash are on the same footing after delivery. "It has been quaintly said that 'the reason why money cannot be followed is, because it has no earmark,' but this is not true. The true reason is upon account of the currency of it; it cannot be recovered after it has passed in currency. So in case of money stolen, the true owner cannot recover it after it has been paid away fairly and honestly upon a valuable and *bonâ fide* consideration; but before money has passed in currency, an action may be brought for the money itself." So in *Foster v. Green* (31 L. J. 158, Ex.) "It is essential to the currency of money that property and possession should be inseparable." In *Gorgier v. Mieville* (*ubi sup.*), the case on the authority of which *Goodwin v. Roberts* and others was decided, the King of Prussia had given bonds whereby he declared himself and his successors bound to every person who should, for the time being, be the holders of the bonds, for the payment of the principal and interest in a certain manner, and it was held that the property in those instruments passed by delivery as the property in bank notes (*Miller v. Race, ubi sup.*) exchequer bills (*Brandao v. Barnett*, 12 Cl. & Fin. 987), or bills of exchange, payable to bearer; and that, consequently, an agent in whose hands such a bond was placed for a special purpose, might confer a good title by pledging it to a person who did not know that the party pledging it was not the real owner. See also *Jones v. Peppercorn* (28 L. J. 158, Ch.) and *Attorney-General v. Bouwens* (4 M. & W. 171). In this last case, the point as to negotiability arose upon the question whether the instrument was subject to probate duty; and it was held that probate duty is payable in respect of bonds of foreign governments, of which a testator, dying in this country, was the holder at the time of his death, and which have come to the hands of his executors in this country; such bonds being marketable securities within this kingdom, saleable and transferable by delivery only, and it not being necessary to do any act out of this kingdom in order to render the transference of them valid. And in the case of *Glyn v. Baker*, (13 East, 509), where it was held that East India Bonds were not negotiable instruments, the alarm created by the decision was so great that within a month an Act (51 Geo. 3, c. 64) was passed putting them on the same footing as cash and bank notes. In Byles on Bills (5th American edition, p. 281), it is said that in the State of Georgia it has been held that any bond payable to bearer is a negotiable instrument.

It only remains to notice the case that was relied upon by the plaintiff in *Goodwin v. Roberts*, (viz., that of *Crouch v. Credit Foncier of England, ubi sup.*), but which was distinguished in Baron Bramwell's judgment. The facts of that case were as follows:—A debenture of a limited company, registered under the Companies' Act 1862, payable to bearer on a particular day in the year 1872, with interest in the meantime, but liable to be drawn and paid off before that time, was sold by the company to M., in May 1869, and stolen from him in July of the same year. Plaintiff, at the end of the year 1871, purchased from one S. (who had since absconded) this debenture, which had been drawn in October 1871, and demanded payment thereof from the company; but the company having received notice from M. of the debenture having been stolen from him, refused to pay it to the plaintiff, who brought an action against the company to recover the amount of it. At the trial it was admitted that similar documents had been treated as negotiable; it was also admitted that the plaintiff derived title from the thief; but the jury found that the plaintiff

had given value for the debenture without notice; and it was held, first, that the contract contained in the conditions prevented the debenture from being a promissory note, even if it had been under hand only; secondly, that it was not competent to the defendants to attach the incident of negotiability to such instrument, contrary to the general law; and that the custom to treat them as negotiable, not being sufficiently ancient to be a part of the law merchant, made no difference, as such a custom, though general, could not attach an incident to a contract contrary to the general law; and that the plaintiff, therefore, could not recover. Blackburn J., in the course of his judgment, speaking of this debenture payable to bearer, said: "It is under seal, and therefore is *primâ facie* a covenant, not a promise; and it is quite clear that a covenant to pay money is not negotiable, though a promissory note is": 3 & 4 Anne, c. 9. He goes on to consider whether the sealing by a corporation of a promise to pay is only equivalent to their signing it, or is a covenanting to pay; and then says: "But it is not necessary to decide in the present case whether an instrument under the seal of a corporation can be a promissory note; for the contract of the Credit Foncier is not merely to pay the money, but also to cause a portion of the bonds to be drawn in the stipulated manner; and any one entitled to sue on the contract contained in this instrument would be entitled to sue for damages, if the company did not fairly give him his chance of having his bond drawn according to the stipulated conditions. And it is obvious that such a contract as that cannot be a promissory note." It is needless to say that there was no such contract in *Goodwin v. Roberts*. After alluding to the judgments in *Attorney-General v. Bouwens* (*ubi sup.*), and *Gorgier v. Mieville* (*ubi sup.*), he distinguishes them, as follows: "We have no intention to throw the least doubt on these decisions; but we do not think them applicable to an English instrument made in England; and we express no opinion as to what might be the law as to obligations made by subjects abroad, which, by the law of the country where they were made, are negotiable in that country."

DIGEST OF THE BANKRUPTCY DECISIONS OF 1874.

(Continued from page 318.)

PARTNERS.

IN 1864 a decree was made in a suit for the dissolution of a partnership by which it was ordered that the partnership business should be sold by public auction. In the following year one of the partners was adjudicated bankrupt. In 1869, no sale having been made under the decree, the assignee of the bankrupt partner agreed to sell his share in the business to the other partners, and the agreement was carried into effect under an order of the Court of Chancery. On application to the Court of Bankruptcy by newly appointed assignees of the bankrupt partners to set aside the sale on the ground of alleged fraud: Held (reversing the decision of the Chief Judge in Bankruptcy) that the alleged fraud was not proved, but that, if the sale of the bankrupt's share of the partnership assets was set aside, the Court of Bankruptcy would have no power under the 72nd section of the Act of 1869, to work out the decree in the Chancery suit for the sale of the whole partnership business, including the share of the solvent partners. Held also that the book debts and goodwill of a dissolved partnership, of which only one partner is bankrupt, and the others continue solvent, are not assets distributable in the bankruptcy, and that the sale of the bankrupt's share in such property is not a sale of "book debts or goodwill" within the meaning of the 137th section of the Bankruptcy Act 1861, and that there is nothing in that provision to prevent the assignee of the bankrupt partner from selling the bankrupt's share by private contract without the consent of the Court of Bankruptcy: (*Maule v. Davis*, 29 L. T. Rep. N.S. 758.)

Two partners carried on business in England and Ireland. One of the partners executed an assignment in England for the benefit of his creditors, and was afterwards adjudicated a bankrupt in England. Some of the joint estate of the partners came into the hands of the trustees of the deed, who sold it, and the proceeds of sale were, under the order of the court, deposited in a bank, in the joint names of the trustees of the deed and the trustee in the bankruptcy. Before this was done a joint adjudication of bankruptcy had been made against the two partners in Ireland. On an application by the Irish assignees of the joint estate to have the proceeds of the sale paid over to them, held that the trustee under the separate adjudication in England, and the assignees under the joint adjudication in Ireland, were tenants in common of the joint assets, and that the latter had no better title to the proceeds of the sale in question than the former. The application was refused on that ground, and also on the ground of convenience, as the greater number of the joint creditors lived in England and wished the fund in question to remain in this country: (*Ex parte James; Re O'Reardon*, 29 L. T. Rep. N. S. 76.)

By a partnership deed it was stipulated that in case of the death of any partner, the partnership should not be dissolved, but that the surviving partners should carry on the business, and that the share of the deceased partner should be ascertained, and the payment thereof secured his representatives

in manner therein provided. The firm consisted of four partners, two of whom died during the partnership, and first the three and afterwards the two surviving partners continued the business for a few months. The latter then filed a petition for liquidation. At the date of the petition the shares of the deceased partner had not been paid or secured to their representatives. There had been no stock taking, but a great part of the stock in trade, consisting of machinery, which was in existence when the partnership was first constituted, still remained in specie, part, however, had been disposed of, and replaced by the three, and other parts by the two partners. Held, that the creditors of the four were not entitled as against the conditors of the three, and of the two to have the proceeds of such portion of the machinery as could be distinguished as having existed when the partnership was first established, and which still remained in specie, applied in satisfaction of their claims in priority to the claims of all the other creditors: (*Ex parte Furness; re Simpson and Co.*, 30 L. T. Rep. N. S. 134; affirmed on appeal, *Ibid.* 446.) At the time of the filing of a petition for liquidation by arrangement, there were lying in a bonded warehouse to the order of the debtors, who were wine and spirit merchants, in Liverpool, certain butts of whisky which they had sold some weeks previously. Immediately after the sale, the butts of whisky were transferred in the vendors' bondbook into the purchaser's name, but no delivery order was sent to the purchaser till after the filing of the petition for liquidation. It was proved to be the usual custom in the wine and spirit trade in Liverpool, for goods sold in bond to remain in the possession or under the control of the vendor in the bonded warehouse in which they were at the time of the sale, until they were required by the purchaser: Held, that this case was not governed by the decision in *Ex parte Watkins* (28 L. T. Rep. N. S. 793; L. Rep. 8 Ch. 520); that the fact that no delivery order had been sent to the purchaser till after the filing of the petition for liquidation did not make any difference, and that the custom of the trade included the doctrine of reputed ownership, and the butts of whisky did not pass to the trustee: (*Ex parte Vaux; Re Couston*, 30 L. T. Rep. N. S. 739.)

The rule that a partner cannot prove against the estate of his co-partner till all the partnership debts have been paid in full, does not apply to a claim in respect of a *devastavit* committed by an execution creditor against the estate of his deceased partner. (*Ex parte Westcott; Re White*, 30 L. T. Rep. N. S. 739.)

The general rule which excludes a partner from proving against the estate of his insolvent co-partners until all the joint debts are paid, does not apply to cases where, under the partnership articles, the share of a deceased partner has been taken by the surviving partner at a valuation, and has thereby become a debt due from them to the executors of the deceased partner. In such a case, the executors are entitled, on the bankruptcy of the surviving partners, to prove against their estate for the share of the deceased partner, and to receive dividends in respect thereof, notwithstanding that there may be joint debts of the old firm in existence at the time of the bankruptcy, in respect of which the estate of the deceased partner may have to contribute: (*Ex parte Nanson; Re Dixon*, 31 L. T. Rep. N. S. 40.)

But the rule which excludes a partner from proving against the estate of his insolvent co-partner until all the joint debts are paid, applies equally to cases where, under the partnership articles, the share of a deceased partner has been taken by the surviving partners at a valuation, and has thereby become a debt due from them to the executors of the deceased partner. In such a case the executors of the deceased partner cannot prove under the bankruptcy of the surviving partner for the value of the share of the deceased partner, so long as there are joint debts of the old firm in existence, in respect of which the estate of the deceased partner may have to contribute. *Ex parte Westcott; Re White*, *supra*, explained and distinguished. In that case the court was simply dealing with a plain case of a claim by a *cestui que trust* against a trustee who had committed a breach of trust: (*Ex parte Gordon; Re Dixon*, 31 L. T. Rep. N. S. 528.)

LAW LIBRARY.

WE regret that two misprints occurred in our review of Mr. Collier's book on Contributories which appeared on the 6th instant. The author says of our reviewer, "He represents me as attempting to 'vindicate the principles by which some decisions apparently conflicting may be reconciled.' I made no such needless and absurd attempt—he has substituted 'vindicate' for 'indicate.' In the other passage which he quotes he prints 'memorandums of association' for 'memorandum,' conveying the impression that I represented two or more memorandums of association to be usual in the formation of Joint-stock Companies."

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Monday, March 15.

REGISTER OF ELECTORS.

MR. SCLATER-BOTH, in reply to Mr. Cartwright, said the nominal lists of those in receipt of public relief were made up half-yearly, at Lady-day and Michaelmas. The qualification for election purposes commenced on the 31st July, and the authorities had no knowledge of the number of paupers that came on the list between Lady-day and the 31st July. A provision might be made that the clerks of the guardians should make a supplementary list for the intervening period, on the request of the overseers, on the payment of a moderate fee, and he was not aware that there was any practical objection to that course being taken, and if there was no objection he would give instructions for the preparation of such list.

LAND TITLES AND TRANSFER BILL.

On the report of amendments, the LORD CHANCELLOR said there were several amendments to be proposed, but most of them were merely of a verbal character. The only one likely to give rise to discussion was that to be moved by his noble and learned friend Lord Selborne, which involved the question of compulsory registration. Several formal amendments having been agreed to, Lord SELBORNE rose to move, after clause 10, the insertion of a clause to the effect that registration on sales of fee simple should be compulsory after three years. He expressed his desire that the reasons for or against compulsion should be fairly weighed, as it was a principle of importance; for there was no person who had a stronger feeling in favour of liberty, as against compulsion, than he entertained, where the sphere of human action was the proper one for its exercise. Universal compulsion in education was attended with difficulties, affecting the feelings, habits, and conscience of persons; but in the present case compulsion was a self-executing power, since it would not interfere with private or personal

liberty. The presumption was that a measure of this kind should be compulsory rather than optional, and our object should be to supersede as soon as possible our present complicated and expensive system by a better one, and experience showed that public policy required that it should be as general as possible. They had been for years aiming at an improvement in the law with respect to the transfer of land in as simple and inexpensive a manner as possible, and they were told of the great advantages that had resulted from the mode adopted in transferring ships and stocks; but there it was compulsory, not optional. (Hear, hear.) The bills of last year upon this subject, and the Bill then under discussion differed materially from Lord Westbury's system in this; by the Bill of 1873, and since adhered to, it was proposed to enable persons to register not only titles that had been verified by the registrar, but to register also merely possessory titles. Every man in the possession of land might, under this Bill, register it on its being brought into the market for the purpose of sale without the conditions required by Lord Westbury's Bill. This Bill wisely proposes for the first time to enable persons who do not intend to go to the expense of making out a title to register their land, but it would not defeat any one else with a better title. The recency of date of registration was no objection, because, if the purchaser was not satisfied with it, he could require proof of title as if no registration had taken place. If it had been registered for five years only the purchaser might probably require other proof of title. If thirty, probably few purchasers would require any other title than the register, and if sixty years no other could be required. This lapse of time would confer a title until it became marketable in a technical sense. They ought to lay the foundation of a system that would become year by year more beneficial than the present system, and ultimately substitute a good one for a bad one for the benefit of posterity. The expense of putting property on the register when a title was not made out ought not and could not be a serious expense, but when it was once done the expense of conveyancing would be got rid of, which would

be a great advantage, except in the case of settlements. In the colonies this system of transfer of land had been beneficial from its extreme simplicity and cheapness, but in every case it was compulsory. Two main objections were raised with regard to this Bill. One, the supposed difficulty of applying it to small properties, and the other the subject of local registries. He held in his hand a communication from some gentlemen in Lincolnshire, in which it was said that small freeholds were very numerous in that county, and that the transfer of these properties was carried out with efficiency and economy under the present system. Now, if it had been demonstrated that the land registry would be productive of no benefit to the holders of small properties, his opinion would be much less strong in favour of the benefit to be derived from a bill of this kind. Such a bill, if only useful for richer properties, would be much less necessary than he had reason to believe it would be. He asked their lordships to consider whether a land registry bill for small holdings could or not be efficiently worked. The gentlemen to whom he had referred said that the reasons why the transfer of small properties was so cheaply worked in Lincolnshire were that the solicitors and clients were generally personally known to each other; that the same solicitor often represented both vendor and purchaser; that there was frequently a mortgage on it, and the same solicitor acted for both mortgagor and mortgagee; that there were rarely settlements or other complications; that the titles were usually simple and well known, and the assistance of counsel was rarely needed; that the transactions were completed within a few days, and so on. Now all these things would be just as applicable if the title had to be registered. These gentlemen also say that they had taken out as specimens 137 conveyancing transactions, and of these five were under £50, seventeen under £100, thirty-three under £200, and fourteen under £300. He would not go further than £100, because that was the limit in the bill of last year. The lowest charge for conveyance, including stamp and payments was £2 8s. upon a £40 transaction, and the highest was £20 upon a £1000 purchase. The

charges upon the whole 137 cases gave an average of £5 9s. 4d. in each case. Now what reason was there for believing that the charges under a system of forced registration would not be equally small? Taking off the stamp, the average charge for conveyancing in the cases to which he had referred was for transactions under £50, £2 9s. 6d., under £100 £2 18s., and under £200 £1 8s. 3d. It would not require more than 5s. for registration and 5s. for the affidavit, and it must be borne in mind that after registration the transfer would cost comparatively nothing. In the report of the commissioners of 1869 it was said that they might diminish the expense of small titles if there were local registries. A gentleman of great local experience in the county of Essex wrote to him his conviction that if registration was not made compulsory, instead of being a benefit, the Bill would be a great injury, because it would render it necessary in all cases that country solicitors should employ their London agents to search whether the property was registered or not. If they combined an optional system of registration with an optional system of ordinary conveyance they would add in all cases of optional conveyance an additional expense for searching to see whether the land was registered or not. In Middlesex and Yorkshire and Ireland they had long had experience of registration, and such registration, though it might cause some expense, did not check small transactions in land. He himself thought that district registries would be effectual for these small transactions. Sir E. Trench said that in Australia district registries worked with great facility, and Mr. Smee, of the Bank of England, advocated the same theory. Now, they had already district registries for the County Courts, for the Probate Court, and also local Admiralty registration; and one or other of these systems might be employed to register possessory titles. He would go farther, and say that this district registration might be done by any respectable practising attorney. He ventured to think that they would be entitled to demand this service for the fees which would be fixed. The whole of this question was one of detail, and need not involve any practical difficulty or expense which ought for a moment to be put in competition with the great objects they had in view.—The LORD CHANCELLOR said he could not help rejoicing that this question had been brought under their Lordships' consideration. They had heard every possible argument brought forward in the most forcible way in support of the proposal for compulsory registration, and when he (the Lord Chancellor) had shown that his noble friend had underrated some of the difficulties in the way, and that others which were insuperable had not presented themselves to his mind, then they would have the opportunity of deciding this question after hearing both sides. He (the Lord Chancellor) appreciated the *vis inertiae* which existed in questions of this kind, and he should be glad to overcome it by legislation if it were expedient and practicable, and it was because it was both inexpedient and impracticable that he would ask their Lordships not to assent to this amendment. Now, with regard to the matter of authority, the commission of 1857 clearly recommended that registration should not be made compulsory. The commission of 1869 was appointed for the special purpose of finding out why Lord Westbury's Act had failed, and how it could be remedied, and it also declined to recommend compulsory registration. They did recommend that when once a title was put on the register it should not be taken off, but beyond that they made no recommendation. On the question of principle, his noble and learned friend had referred to illustrations which he put forward as parallel, but which tended to mislead. There were countries on the Continent where it had been decided as a matter of public policy that there should be a record or register which would readily record the owner of every piece of real property in the country. The same principle had been adopted in Ireland and Scotland, and in the counties of Middlesex and Yorkshire. That was an intelligible policy, and it required compulsion to carry it out; but this Bill, even if it were made compulsory, did not profess to put the real owner on the register. The name on the register might be that of a person who had no beneficial interest in the property, and therefore the analogies entirely failed. A great deal had been said about the transfer of ships, but a register of vessels was kept not to facilitate transfers, but because, as a matter of public policy, it was desirable to know every ship that was entitled to the character of a British ship. With regard to the Australian law, he believed that the system had first been voluntary, and that it was only made compulsory after it had recommended itself to the general body of the owners of real property, and then generally adopted. He asked their Lordships to consider what was the foundation of this measure. The principle of public policy involved in it was to be attained through the medium of a boon offered in the first instance to the land-

owners of the country. At present, upon every transfer of land and every mortgage there was a large amount of expense incurred, and if they could devise a system by which a large proportion of that expense could be saved they would confer a boon on the landowner, and enable him when he went into the market to get a larger price for his property. If that were so, upon what principle could they force by compulsion a boon of that kind upon the landowner? Assuming that the means of compulsion were efficacious, what right had the Government—unless it adopted the principle of a paternal Government—to say to a man on whom it was going to confer a boon, "You must not choose whether you will take or refuse it, you must accept it." How was it proposed by this amendment to apply the principle of compulsion? It was proposed to apply it only in cases where there would be a sale of the property, and they would thus in effect say that a farm on one side of the hedge should be put on the register because it was going to be sold, and that a farm on the other side should not be put on because it was not to be sold. One of the grounds on which compulsory registration was advocated was that it would facilitate the transfer of land, and bring a greater quantity of it into the market. This amendment, however, actually fastened on the land which was in the market—which was actually doing that which they desired to encourage—namely, passing from hand to hand, and it did not interfere with other land at all. It would be impossible for land to be put on the register without some expense at first, and he wished it to be distinctly understood that the Government were not prepared to propose any grant of public money for the purpose of cheapening the conveyance of land. This land registry must support itself. In this attempt to make registration compulsory it was impossible to draw a line between the small and the large conveyances on any principle which could be satisfactorily maintained. He would take one instance as an illustration of the smaller transactions, which had been communicated to him by a solicitor in the south of England, who for many years acted in that capacity for a benefit building society. He said he had effected numerous conveyances for members of the society of very small pieces of land; in one instance he had prepared 115 conveyances, at 20s. each, and sixty-seven for which he charged 10s. each, not, of course, including stamps. The purchase money was small, ranging from £15 to £20, and a few exceeded that sum. In the course of his practice he had made a large number of conveyances for sums of £1 10s. up to £4, including stamps, in one case charging £3 10s. where the purchase money amounted to £400. The title was simple in these cases, and the working class generally expected the solicitor to tell them beforehand how much the conveyance would cost. The communication concluded by saying that compulsory registration, instead of benefiting the working classes, would be injurious to their interests, and make the whole transaction tedious and expensive. With regard to the Middlesex registry, to which his noble and learned friend had referred, from inquiries made there it seemed that the smallest office fee was 5s. for putting the title on the register. That, however, was a trifling part of the matter. The office registry must be approached by a solicitor. The charge at the Middlesex office was £2 2s.; but supposing that was too high, let them take the very lowest charge he could make, which was 6s. 8d. In one case a working man had paid £1 to the solicitor on the first occasion of the sale, which could not be reduced. To that sum of £1 must be superadded the 5s. and 6s. 8d., the very lowest charges that could be made. His noble and learned friend had proposed either that there should be a deed on the occasion of purchase, or registration without a deed. But the stamp was the same whether there was a deed or not, and he did not think that, upon the first transfer from the vendor to the purchaser which led to the title being put on the register, any man in his senses would dispense with the deed. The fact, therefore, remained that to the expense of £1 there must be added 11s. 8d., which, he maintained, was a serious additional charge to impose upon people against their will. (Hear, hear.) There would also be increased expense in the larger cases. As to the question where was this transaction to take place, it could not be expected that people should come from Devonshire, Northumberland, or Cornwall to London in order to register small purchases. His noble and learned friend said there was no difficulty about it when a possessory title might be registered in the country. But that meant that a piece of land, say one acre, on one side of the hedge should be registered before a County Court registrar in the country because the land had a possessory title, while another piece of land, on the other side of the hedge must be registered in London because it had a guarantee or qualified title. He certainly did not think that arrange-

ment would work. His own view was that, wherever there were dealings with regard to land, they must be transacted in an office inside some particular area over which the property was spread. If for the area of the whole of England it must be in London; if for a district, it must be in an office in the centre of that district. It was somewhat singular that choice should be made of County Court registrars for effecting the registry of title, because they had not got the special knowledge for dealing with titles of land. Nor did he think that the registrars of the Probate Court would possess the necessary qualification for that purpose. At present they required no qualification at all, as their duty was simply to receive wills, and see that they were attested, and to send copies of them to London. All these officials could practise as solicitors; and therefore, if appointed for the duties proposed to be assigned to them, they would hold the key to all the titles of property in their own neighbourhood. That certainly was a proposition which would not commend itself to their Lordships' approval. Where an owner of 100 acres put his land on the register, and he cut it up into 800 lots for building purposes, to be separately sold, a piece of parchment of a limited size, with perhaps a little map at the corner, as suggested by his noble and learned friend might be prepared, on which the transfer could be made at the cost of a few shillings. He should rejoice to see that done, and believed it would be quite feasible. With reference to compulsion, one of the proposals of his noble and learned friend amounted to this: A legal right to an estate, which enabled the owner to go into a court of law and say he was owner of it, should not pass on the occasion of the sale; but he must go into a court of equity and say he was not the legal owner but the equitable owner of the land. Under the Judicature Act of 1873, however, an equitable title was as good, in 99 cases out of 100, as a legal title, and the compulsion proposed by his noble and learned friend did nothing. (Hear, hear.)—Lord PENZANCE desired to point out that the safer, more prudent, and more reasonable course to adopt would be to leave the Bill in its present form. Considering the various circumstances under which property was held it was about impossible to say what injustice might be done if the Bill was altered as proposed. The most prudent course would be to pass the Bill in its present form and try its effect for a short time, and if it was found necessary in the case of small holdings to make it compulsory to do so.—Lord O'HAGAN said the Act for Ireland had been a failure. The Landed Estates Court, which had been in operation since 1850, had dealt with fifty millions of property, whereas the Act for the registration of land, which had been in operation ten years, had only dealt with two millions of property, from the want of compulsory powers to put it in force.—After a few words from Lord SELBORNE and the LORD CHANCELLOR, their Lordships divided. The numbers were:—Contents (for the clause), 15; non-contents (against), 39; majority, 24. The clause was therefore rejected, and the report of amendments was then agreed to.

HOUSE OF COMMONS.

Friday, March 12.

MARINE INSURANCE.

There was a long conversation on the subject of Marine Insurance, started by Mr. BRASSEY, who called attention to the evidence on this point taken by the Commission on Unseaworthy Ships, and, seconded by Sir JOHN LUBBOCK, moved for a Royal Commission to inquire and make recommendations with a view to establish the Law and Practice of Insurance on the principle of indemnity for losses actually sustained.—Mr. J. BARCLAY moved as an amendment that the principle of insurance should be so limited that the shipowner in every case should bear some portion of the loss.—Lord ESINGTON, as one of the Royal Commissioners, explained why they had not dealt with this question, and expressed his personal opinion that over-valuation was a very small exception to the general rule.—Mr. A. PREL supported the issue of the Commission, but recommended that it should not be shackled by any limitations.—Mr. MACIVER remarked that a constant cause of losses was that there was no one interested in a vessel going home safe, and if disasters were made unprofitable they would not so often recur. At the same time he disputed the necessity of another commission.—Sir C. ADDELEY admitted that the law was not in a satisfactory condition. Parliament, he maintained, had a right to interfere if only for the protection of life; but he did not think that another commission was necessary. The question was now one of policy, not for inquiry, and at the proper time the Government would be prepared to deal with it. The late commission had collected much useful information, but it was proposed to address a number of queries to foreign maritime states bearing on the subject.—Mr. MACGREGOR

and Mr. E. SMITH also spoke, and Mr. PLIMSOIL urged that the insurances should not be frittered away by subdivision, but that there should always be somebody whose interest it was that a vessel should keep afloat. Owing to the forms of the House, it was not possible to put the motion.

Tuesday, March 16.

CONTEMPT OF COURT.

Mr. C. LEWIS asked the Home Secretary whether his attention had been called to a statement in the *Herts Guardian* that at the Assizes William Craddock had been committed for twelve months for contempt of court, after his own acquittal by the jury, for threatening a fellow prisoner who had attempted to incriminate him, and whether steps would be taken to release Craddock.—Mr. CROSS said his attention had not been called to the statement referred to, but he believed it to be true that this man was committed for twelve months by Mr. Justice Denman for contempt of court. The facts, however, were scarcely in accord with the statements made in the question. The two men were indicted for uttering base coin. Craddock, the elder, after two former convictions. The other man, who was much younger, pleaded "Guilty," and stood aside while the jury were being sworn to try Craddock. "At that time," says the learned judge, "I observed that Craddock stepped up to the other in a hasty way and spoke to him, and that the turnkey stepped between them and drew the other man aside." Craddock was tried, and although the case was one of strong suspicion, he was acquitted. The learned judge was then informed by the turnkey that just before the trial began, upon the other man's pleading "Guilty," Craddock had come up to the other man and threatened that he would "give it him" or "do for him" when he (Craddock) came out for "splitting upon him." The learned judge added, "I had, and have, no doubt whatever that what he meant was to threaten the other man if he gave evidence on the trial against him. This I looked upon, and still look upon, as a very gross contempt of court, which, having occurred under the eyes of the jury and in the dock, just at the commencement of his trial, it was my duty summarily to punish if not erroneously imputed." That was the statement of the learned judge, and in his (the judge's) opinion the punishment was not too severe. (Hear, hear).—Mr. C. LEWIS gave notice that, shortly after Easter, he would bring under consideration the general subject of the power vested in her Majesty's judges without any appeal, without any reference to a jury, to inflict fine and imprisonment for so-called contempt of court.

Wednesday, March 17.

BANKRUPTCY (SCOTLAND) LAW AMENDMENT BILL.

Mr. F. HARRISON moved the second reading of this Bill, the object of which was simply to give workmen a preference claim in bankruptcies to the extent of a month's wages where their salary was not more than £100 a year, instead of limiting the salary, as at present, to £80. The latter amount was fixed by an Act of 19 & 20 Vict., and had, perhaps, been reasonable enough at the time, but, having regard to the increase of wages, was no longer sufficient. It was felt by the working classes of Scotland that they were under a great disadvantage in this matter as compared with their fellows in England and Ireland, who had the benefit of a later and more liberal legislation.—Mr. LEITH approved the principle of the Bill, and would vote for the second reading; but maintained that a much more extensive measure was needed, and that, if possible, there ought to be an assimilation of the bankruptcy laws of the United Kingdom. The existing diversity was the cause of great evils and inconvenience. On a memorial being received from the Associated Chambers of Commerce, the late Lord Advocate promised to take up the matter, and it was to be hoped his successor would show the same disposition. With regard to the present Bill, it was to be regretted that it did not borrow from the English Act of 1869 the provision which gave to clerks and shopmen a preference to the extent of four months' wages, and in the case of labourers and workmen to the extent of two months', with, of course, a limitation as to the total amount.—Sir G. BALFOUR would vote for the Bill on the ground that it hit an undoubted defect in the Scotch Act, and did not attempt a general revision of the law.—The LORD ADVOCATE would not oppose the second reading of the Bill, but he should be glad to put himself in communication with the promoters of it with a view to its improvement in committee. He did not look forward to the assimilation of the bankruptcy laws of the three kingdoms. There was no great dissatisfaction in Scotland, though, of course, there would always be some, and when he law of England was under revision the attempt was made to assimilate it as much as possible to that of Scotland, from which it seemed to follow that the faults of the English law began at the oints of departure from the Scotch system. The Bill was read a second time.

SOLICITORS' JOURNAL.

THE Law List just published presents some features sufficiently striking to deserve comment. London is the centre of all legal professional organisation, that is to say, organisation among lawyers, and we apprehend that wherever the Profession has any footing out of England, Wales, Ireland, and Scotland, the continued existence of two separate branches (the preservation of the Rubicon between which is still insisted on in quarters where prejudice outweighs expediency) is looked upon with some surprise. As yet we have never lent our pen to advocating amalgamation as well because public opinion in this country is by no means ripe for it, as because the expediency of such a course—if the consequences may be prejudged with any degree of accuracy—is a matter of considerable doubt; insisting only, nay, demanding, the removal of obstructions to a passage from one branch to the other, which owes its existence to a policy which has very naturally been fruitful of ill effects upon the very body of men whose especial interests it was designed to fortify and conserve. In no part of Europe or America do the same professional conditions obtain, which, for the most part, still oppress the public of these realms. Not only is a freer interchange needed, as productive of a healthier tone in the Profession, but solicitors should, for the convenience of the public, enjoy rights from which custom has excluded them. We refer especially to the question of audience at assizes and quarter sessions. From the Law List, then, we gather the following, among other things, which will be regarded by the professional aristocracy in both branches as singularly irregular. In the Isle of Man the Attorney-General is president of the Incorporated Law Society, constituted for the most part of solicitors, and of which society the vice-president is a solicitor, while a member of the English Bar is the honorary secretary and librarian. Members of the English Bar, too, are commissioners for oaths there and notaries public. The Attorney-General is actually a commissioner for taking affidavits in Her Majesty's Superior Courts at Westminster, and we believe we are correct in saying that many members of the English Bar practise in this island as solicitors, and certainly many local professional men practise as solicitors as well as advocates in all the courts. A note on page 1009 of this year's Law List states: "In many of the colonies, as in America, the Bar is not considered a distinct branch of the Profession." All persons admitted in the Supreme Court are admitted as barristers, attorneys, solicitors, and proctors. In New York there is more than one member of the English Bar practising there. In Adelaide (South Australia) there are many lawyers practising as barristers and solicitors, and especially one Q.C. who has his London agent. At Perth, in the same part of this colony, the Crown solicitor and Queen's counsel practise as a solicitor as well as a barrister. In Canada professional men are allowed to practise in the double capacity. At Toronto two Queen's counsel are members of firms of lawyers, to which solicitors also belong. At Victoria, in the province of British Columbia, a solicitor of the English courts practises there as a barrister and advocate. At the Cape of Good Hope there are five members of the English Bar who practise as advocates without the intervention of a second lawyer, between such and suitors who employ them. In Auckland (New Zealand) an English barrister of the Middle Temple is in partnership with another of the Inner Temple, and they practise as solicitors of the Supreme Court of New Zealand, and also as advocates; and they have an agent in London. There are numerous instances of a similar state of things in New Zealand. There are in this colony four cases in which barristers-at-law of the Inner and Middle Temples are in partnership with solicitors of the Superior Courts at Westminster, and in some of these cases each partner is as well a barrister as a solicitor of the Supreme Court of the colony. In short, we at home look upon the Profession in the colonies as being in a most disordered state, while in fact it is quite otherwise. Another feature in the Law List to which we refer is the growth of London agency offices in connection with English lawyers practising in all parts of the world, and the appointment of London solicitors as commissioners for oaths and other purposes in connection with colonial and foreign law business. The Law List contains the names of one hundred and eighty-four Queen's Counsel, fifty-eight County Court judges, and forty-five sergeants-at-law, members of Serjeant's-inn. We shall again refer to this publication in our next issue.

A SIGHT by no means pleasant to the professional eye is to be witnessed in the district of Piccadilly. A solicitor announced on a wire blind in the

window of an office, to be "a commissioner to administer oaths." We admit that it is nothing more than those who are most, and some would say too, particular about professional etiquette and decorum consider *infra dig.*, and it may be urged, on the other side, that such a practice, carried to even greater lengths, is common in the City of London. The correctness of this assertion we should be reluctantly compelled to admit. In our opinion such a practice is, from a professional point of view, strongly to be deprecated in all cases. The Law List furnishes ample information as to who are and who are not commissioners for oaths, &c.; but if it must be otherwise announced let it be so in all cases in a less prominent and more usual manner.

ON Monday last the House of Lords was divided by Lord Selborne on the question of making registration, in connection with the Land Titles and Transfer Bill, compulsory, with the result that the introduction of the proposed clause was negatived by nearly three to one. Every country law society, and we might almost say every solicitor, has pronounced against compulsory registration of titles, but Lord Selborne found a set-off against this in the significant fact that a gentleman of great local experience in the county of Essex had written to him his conviction that if registration was not made compulsory, instead of being a benefit, the Bill would be a great injury, because it would render it necessary in all cases that country solicitors should employ their London agents to search whether the property was registered or not. "A great injury," says the Essex magnate, at the very worst, be it said, amounting to the exorbitant sum of 3s. 4d. in each case in which such a search will become necessary. And here we may urge the necessity for restricting such a right of search to solicitors. What a falling off in the original scheme of Lord Selborne was displayed by his lordship's vigorous appeal on behalf of compulsory registration. Originally the country solicitor was put out in the cold in regard to all the offices proposed to be created by the measure of the Ex Lord Chancellor, but during Monday's debate he declared his conviction—once before of late asserted—that "any respectable practising attorney" could undertake the management of district registries. It is astonishing too that so able a man as Lord Selborne should have fallen into the mistake, and, we might almost say, vulgar notion that there is any ground for comparison between the mode in which ships and stocks are transferred and that which, it is argued, should obtain in regard to land transfers. A man must not expect to be at so more trouble, delay, or expense in buying so many acres of land than he is in buying so many foreign bonds or so much Government stock. As we have said before, deeds relating to the conveyance of real estate can, and should be shortened, and thus a reduction in the present cost of conveyancing will be secured in the generality of ordinary dealings in such property; and again the stamp duties, of which solicitors are, after all, little better than collectors, ought to be reduced. A purchaser, say to the extent of £1000, may well complain that £5 are added to the other expenses attending the costs of the conveyance, especially when it is remembered that any amount of Bank of England stock can be transferred on payment of 7s. 9d., by way of stamp duty. At present there is nothing approaching compulsion in regard to dealings in real property, unless it be the payment of stamp duty, for a purchaser may prepare his own conveyance or mortgage, and it is certainly open to him to make any arrangement he likes with a solicitor in regard to costs, and this is as it should be, as evidenced by the statement of the Lord Chancellor during Monday's debate, that he knew of a case in which a solicitor had prepared 115 conveyances of small pieces of land at 20s. each, and sixty-seven at 10s. each, over and above stamp duty. The purchase-money in such cases varying from £15 to £30. The fact is, solicitors are in the habit—to use a non-professional phrase—of cutting the cost according to the cloth, being content to charge a working man investing his hard earned savings in a small piece of land (a disposition which a paternal government should foster) a fee commensurate with limited trouble and responsibility, and this is a state of things which no compulsory system of registration, or indeed any system, compulsory or not, or however perfect, can accomplish. It is not surprising, then, that the House of Lords should elect to leave well alone, deeming the demand, so loudly made in certain quarters, sufficiently met by the adoption of the moderate measure which now promises to become law, and which it must not be expected will work any organic change in our present conveyancing system. No doubt in the House of Commons another attempt will be made to engraft the compulsory clause upon the Bill, but the longer such a proposal is bandied about from one experimentalist to the other, the more it is proved+

demonstration that practical men of the world have nothing to say in its favour. It must be remembered that the whole of the agitation upon this question—strictly limited in its extent—arose in consequence of the alleged expense and delay in regard to conveyancing business, and not on the ground of an abundance of property being in the market for which a sufficient title is not forthcoming; this latter condition has never been suggested, it cannot be so. On the question of expense, it cannot certainly be said that would-be purchasers are deterred from buying on account of solicitors' charges, which are, after all, much less than they would be under a compulsory system of registration. We cannot but feel too, that the Real Property Acts of 1874 will, in their operation, in due time work no unimportant improvements in the present system of conveyancing.

THE supplemental charter granted to the Incorporated Law Society of the United Kingdom in 1872 empowered the council of the society to elect as extraordinary members of the council presidents of country law societies, to the number of ten; and it is gratifying to know that already nine such elections have been made—namely, E. Bond, Leeds; H. H. Burne, Bath; A. Cox, Bristol; J. Daw, Exeter; W. H. Guest, Manchester; G. J. Johnson, Birmingham; T. E. Paget, Liverpool; J. Sharp, Lancaster; and L. W. Winterbotham, Stroud, Gloucester. The name of Mr. Hellard formerly appeared in this list for Portsmouth, and it is only because the *vis inertiae* of our brethren in this borough cannot be overcome, that a valuable member is forced to quit his seat at the council. When it is remembered that there are in and around this seaport over thirty practising solicitors, it certainly seems somewhat extraordinary that such an opportunity for representation as that to which we refer should have been thrown away. The county of Devon (with four representatives on the council) sets a good example to the Profession. It is to be regretted that the number of extraordinary members of the council should have been limited to ten; double the number would not have proved more than sufficient to work out that thorough organisation among the solicitors of England and Wales which is so urgently needed. At present Wales has not a single representative on the council. We hope the vacancy will be at once filled up by the election of the president of one of the Welsh law societies.

PEOPLE have of late years become so accustomed to the verdict by coroners' juries of "Suicide while in a state of unsound mind" that a verdict of *Felo de se* naturally occasions surprise, if not consternation. A recent case is reported in which the coroner asked the foreman if the jury had agreed upon their verdict.—The Foreman: Yes, sir, that deceased committed suicide while in a state of sound mind.—The Coroner: Unsound.—The Foreman: No, sir, in a sound state of mind.—The Coroner: *Felo de se*, then.—The Foreman: Yes, sir. That is unanimous. As may be supposed, the verdict and especially the mode and time of burial gave rise to some irritation on the part of a certain section of the public in the locality. It is conceded that a coroner's jury ought not to be deterred from finding such a verdict simply because of the after consequences in regard to burial, but we imagine that most people are agreed that suicide alone involves sufficiently painful reflections for relatives of such a deceased without the additional pang, to which the primitive notion in regard to the mode of burial gives rise. The mode of electing coroners, their duties, and the subject to which we now refer, require to be dealt with by legislation.

In an action in which a farmer was plaintiff, the deputy-judge of the Chichester County Court, Mr. Lascelles, in giving judgment, incidentally referred to the Duke of Richmond's proposal to refer farming disputes to the County Court judges, and expressed a hope that the judges would be able to combine a knowledge of farming with the study of law—a wish, however, in which we are not prepared to concur, and if otherwise, it cannot be expected that County Court judges, as a body, should have a knowledge of farming, although we are confident as to their ability to deal with the disputes contemplated in the duke's proposals.

A MUNICIPALITY in the south of England has been engaged in a solemn discussion as to whether or no a solicitor practising in the borough was eligible to serve in the commission of the peace for such borough. One member declared that the Municipal Corporations Act prohibited a solicitor being so appointed, another member asserted that only last week the Lord Chancellor had appointed a practising solicitor a magistrate of the borough of Hartlepool, and a third member that the appointment so made was to the county bench. The town clerk seems to have said but

little to help this unfortunate council in its difficulty. The fact is the confusion arose owing to the provisions of sect. 33 of the Attorneys and Solicitors Act of 1843, which is in these terms: "And be it enacted that no attorney or solicitor shall be capable to continue or be a justice of the peace for county any within that part of Great Britain called England or the principality of Wales during such time as he shall continue in the business and practice of an attorney or solicitor."

MR. C. E. LEWIS directed attention on Tuesday last in the House of Commons to Mr. Justice Denman having committed for contempt a man who was acquitted by a jury at the Herts Assizes. So far as we can gather from newspaper reports it certainly seems that the punishment (twelve months' imprisonment) is more than commensurate with the offence, being, in fact, more in keeping with the crime alleged against the prisoner. Mr. Lewis gave notice that after Easter he should bring under the notice of the House the power vested in her Majesty's judges of committing for contempt of court, without remedy, appeal, or reference to a jury. The question is certainly one of great moment, and recent events in connection with the exercise of this power render such an investigation reasonable. We are reminded of Mr. Lewis's promise at a meeting of solicitors in King-street, Chapside, soon after he entered Parliament, that he would bring before the House of Commons the question of the non-liability of counsel for the negligent discharge of professional duties. No doubt the honourable member for Londonderry already has it in contemplation to redeem that promise.

A RECENT issue of the *Oxford Times* contained the following advertisement:

TRADE ANNOUNCEMENTS.—Money to be lent.—Sums from £5 to £100 advanced, on note of hand, to clerghmen, farmers, tradesmen, and to any respectable person, for any time, from a week to two years, repayable by instalments if desired. The strictest secrecy observed. Interest moderate. Acceptances. Trade bills discounted. Proper accommodation bills discounted. Inviolable confidence ensured. Discount very moderate. Every facility afforded for the renewal of bills. Deeds and writings. Sums small or large advanced on deposit of deeds and writings, at a low rate of interest. No surety or bondsmen required. No mortgage or law expenses. May be repaid by instalments if required. Advances on furniture, stock-in-trade, farming stock and crops without removal. Loans on plate, watches, books, jewellery, &c., negotiated for persons of respectability. Small sums from £2 to £25 lent to respectable working men, repayable either in one sum, or by weekly or monthly instalments. Cash advances on life policies, shares, and legacies. General advantages of this office: Advances are made without delay. The interest is extremely moderate. No inquiry fees or other preliminary expenses. No law charges. The strictest confidence and inviolable good faith are ensured. Every facility is given for renewing bills or loans, where the security continues satisfactory. There are no expenses when the loan is paid off. Additional information and explanation free on application, either personally or by letter.—Mr. St. Swinith Williams, Oxford Financial Offices, 136, High-street, Oxford. Established in 1854.

We are astonished to find, on a reference to the Law List, that Mr. Williams is a practising solicitor. Professional feeling and regard for etiquette must be at a low ebb in his case. The statement, "No law charges," together with the general tenor of the advertisement, led us to the conclusion that this was one of those baits held out by the many unqualified and unauthorised persons who trade upon professional usage. In the midst of our distress at this (to us) painful exhibition, there is consolation to be found in the fact that the word "solicitor" is not appended to the advertiser's name, who, it may be, is therefore looked upon by many as an ordinary money lender or financial agent, who has no sympathy with professional men and their "law charges." Oxford, too, of all places in the world for this "trade announcement." We sympathise with the Profession in the locality, for whom the advertiser ought to have a little more consideration.

TWENTY years ago such an announcement as we are glad to have the opportunity to record, would have been looked upon with some surprise. The medal for legal studies (the gift of the Chancellor of the University of Cambridge) has been recently awarded to Courtney Stanhope Kenny, solicitor and LL.B., Law Scholar of Downing College, who was admitted on the rolls in Hilary Term 1859. On the occasion of his passing the final examination before admission, Mr. Kenny carried off the first prize, that of Clifford's Inn, and in addition the Broderip Gold Medal, together with a special prize, the gift of the Incorporated Law Society of the United Kingdom, "as a mark of peculiar distinction." But these are not all the honours which have fallen to the lot of Mr. Kenny in connection with the study of the law. In 1871 he was *proxime accessit* for the Whewell Scholarship of International Law, and he was senior in the last

Law and History Tripos. In 1874 he obtained the first Winchester reading prize, and was elected president of the Cambridge "Union" Debating Society.

NOTES OF NEW DECISIONS.

VENDOR AND PURCHASER.—ADMINISTRATION SUIT.—CHARGE OF DEBTS.—ORDER FOR SALE.—JURISDICTION.—A testator by his will dated the 4th Sept. 1858, devised his real and personal estate to trustees upon trusts to pay debts, and subject thereto upon trust as to a certain freehold house to allow his wife to reside there during her widowhood, and on her death, or second marriage, upon trust for sale. The testator died in the same year. An administration suit was instituted, and the chief clerk found that all the debts were paid. The court afterwards decreed a sale of the estate in question, and the purchaser raised the objection that the widow being still alive the order was beyond the jurisdiction of the court. Held that the court had no power to make the order: (*Carlyon v. Truscott*, 32 L. T. Rep. N. S. 50. Rolls).

LUNACY OF WIFE.—PROVISION BY MARRIAGE SETTLEMENT.—PROVISION BY HUSBAND'S WILL.—PRIMARY FUND FOR MAINTENANCE OF LUNATIC.—DISCRETION.—The husband of a lunatic, entitled under her marriage settlement to considerable property, by his will devised real and personal estate to trustees, the whole, or such part as the trustees should think fit, of the annual income to be for the clothing, board, lodging, maintenance, ease, and support, or otherwise for the personal and peculiar benefit and comfort of the wife during her life, "and in such proportions and manner in all respects as the trustees should think most conducive to her comfort." Held (reversing the decision of Vice-Chancellor Hall) that by the terms of the will the trustees had an absolute discretion: (*Gisborne v. Gisborne*, 32 L. T. Rep., N. S. 46. Chan.)

LOST WILL.—DRAFT COPY.—HEIR-AT-LAW AND NEXT OF KIN.—DEED OF ARRANGEMENT.—PROCEEDINGS IN PROBATE COURT, IN DEBIGATION OF INJUNCTION.—On the death of A. his will, which shortly before his death he stated he had made, could not be found; but a draft thereof was obtained, by which it appeared that he had made B. his universal devisee and legatee. A deed of arrangement was then entered into between C., the heir-at-law, and B., and C. and D., as two of the next of kin, by which A.'s disposition of his property, as disclosed by the draft will, was confirmed. C. and D. afterwards commenced proceedings in the Court of Probate to obtain a grant to them of letters of administration to the estate of A., as though he had died intestate. On a bill filed by B., the court granted an injunction restraining further proceedings in the Probate Court: (*Wilcock v. Carter*, 32 L. T. Rep. N. S. 54. V. C. B.)

PRACTICE.—SUMMONS TO ADMINISTER THE REAL AND PERSONAL ESTATE OF A TESTATOR.—BILL FILED FOR SAME PURPOSE.—Where two creditors' suits have been instituted for the administration of the same estate, the question who is to have the conduct of the proceedings is purely a matter for the discretion of the judge, to be exercised in chambers; and in exercising his discretion the judge will have regard to whether the creditor, who has first obtained a decree, has conducted his suit with perfect fairness, and to the nature and amount of his interest in the estate. A creditor took out a summons to administer the estate of a testator. The summons was dismissed by the chief clerk, as the will had not then been proved, but adjourned to be heard before the judge in chambers. After the will had been proved another creditor filed a bill for the administration of the same estate, and obtained the usual decrees. While the second suit was pending, the plaintiff in the summons (who had had no notice of the institution of the second suit), abandoned his adjourned summons, and took out a second summons for the administration of the estate. An order was then made at chambers staying all proceedings in the second summons, and giving the plaintiff in the summons the conduct of the second suit. The plaintiff in the suit now moved to discharge this order. Held, that as the plaintiff in the summons was the first in point of time, was the larger creditor, and had had no notice of the second suit, he must have the conduct of the proceedings: (*Harvey v. Corwell*, *Wilson v. Corwell*, 32 L. T. Rep. N. S. 52. V. C. M.)

DOWER.—FREEBENCH.—GENERAL DEVISE OF REAL ESTATE.—GIFT FOR BENEFIT OF WIDOW.—DOWER ACT (3 & 4 WILL. 4, c. 105), ss. 4, 9.—WILLS ACT (1 VICT. c. 26), s. 3.—A testator having married since the Dower Act, and having died, leaving a widow, devised all his real estate to trustees, upon trust to sell and to pay an annuity to his widow out of the proceeds. The testator died seized of certain freehold and copyhold estates, the conveyances of some of which did not contain the usual declaration to bar dower, and others were not executed by the testator. No

criticism. As a fact, the head office expenses do not exceed 5 per cent. of the income, notwithstanding the vast mass of detail to be got through; and though the expense of collection is necessarily great, treated as a percentage upon small receipts, it was pointed out that the rates of premium are calculated and adjusted for this necessary incident of such a business, and that while from the excellent machinery at work, the business was rapidly expanding, the ratio of expenses was at the same time being materially brought down. An office which issues 900,000 new policies in one year, and increases its premium income by £150,000 in one year, is a great fact.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

DECLARATION OF TRUST—INCOMPLETE GIFT.—Testator, who was a partner with his sons and others in the R. Colliery Company, wrote to his daughter: "I have another present to make shortly, one share of R. Colliery . . . you may now consider that you have this to yourself from 2nd Jan., to receive dividends upon." The partnership deed contained various stipulations as to the admission of a new partner. The testator attended a meeting of the company where his proposal of transferring the share to his daughter was agreed to, but no formal transfer ever was made. During the testator's life the dividends were paid to his firm, consisting of himself and his sons, and a cheque for the amount in the name of the testator's firm sent to the plaintiff. The testator died, having by his will, dated subsequently to the letter, settled a share in the colliery on the plaintiff. After the testator's death dividends on one share were sent to the plaintiff. Held that the testator had neither completed his intention of transferring his share nor constituted himself a trustee of it for the plaintiff. Held, also, that no case for election arose: (*Heartley v. Nicholson*, 31 L. T. Rep. N. S. 823. V. C. B.)

WILL—BEQUEST OF "SECURITIES FOR MONEY."—Bequest of "securities for money" held not to pass a balance standing to the credit of a testator at his bankers, secured by a deposit note bearing interest: (*Hopkins v. Abbott*, 31 L. T. Rep. N. S. 830. V. C. M.)

ADMINISTRATION—SPECIFIC DEVISE—RESIDUARY DEVISE.—A residuary devise of real estate remains specific, notwithstanding the 24th section of the Wills Act, which makes the will speak as if it had been executed immediately before the death of the testator. Therefore, when the personal estate is insufficient for the payment of debts, specific devises and residuary devises contribute ratably to the payment of the debts which the general personal estate is insufficient to satisfy. *Hensman v. Fryer* (17 L. T. Rep. N. S. 394; L. Rep. 3 Ch. 420) followed. Decision of Bacon, V.C., reversed. Where a beneficiary under a will files a bill for administration of the testator's estate, and in his bill sets up a claim to rank as a creditor of the estate, he will have to pay the costs of his claim if it is successfully resisted: (*Lancefield v. Iggledd*, 31 L. T. Rep. N. S. 813. Chan.)

POWER OF SALE—REAL ESTATE—POWER SUBJECT TO CONSENT OF TENANT FOR LIFE ENTITLED TO POSSESSION.—A testator devised real estates to trustees for a term of 1000 years, upon trust, to raise and pay to his wife for her life an annuity of £200, and subject thereto upon trust for the persons entitled under the limitations contained in his will, and from and after the determination of the term, and in the meantime subject thereto to the use of J. R. for life, without impeachment of waste, with remainder to his first or other sons in tail male, with remainders over in strict settlement. And the testator declared that his trustees might, during the life of any person thereby made tenant for life, who should, under or by virtue of his will, be entitled to the possession or the receipt of the rents and profits of his said estates, with his or her consent, in writing, sell the whole or any part of his said estates. By a codicil the testator directed his trustees to stand possessed of the term of 1000 years, and of the like term in any real estate that might be purchased with the proceeds of any sale to be made under the power of sale contained in his will, upon trust to pay all the rents (subject to interest on mortgages and other outgoings) to his wife during her widowhood. Held, that J. R. was "the tenant for life entitled to possession" within the meaning of the power of sale, and that the power could be exercised with his consent, and with the consent of the widow, who alone could dispute his right to possession: (*Robertson v. Walker*, 31 L. T. Rep. N. S. 817. Chan.)

NO MORE GAS IN DAY-TIME.—Use Chappuis' Patent Reflector. Save your money, preserve your eyesight, and get a pure and more healthy atmosphere in your premises. 20,000 are now used in or about London. —Manufactory, 69, Fleet-street.—[ADVT.]

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bath	Monday, April 12	Thos. Wm. Saunders, Esq.	14 days	J. Taylor.
Berwick-on-Tweed	Friday, April 2	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Birmingham	Monday, April 12	A. R. Adams, Esq., Q.C.	14 days	T. E. T. Hodgson.
Bolton	Tuesday, April 6	Samuel Pope, Esq., Q.C.	10 days	John Gordon.
Bridgnorth	Friday, April 16	William Cope, Esq.	14 days	William D. Batte.
Bury St. Edmunds	Monday, March 22	John Tozer, Esq.	14 days	James Sparke.
Canterbury	Wednesday, April 7	George Francis, Esq.	Statutory	Herbert T. Sankey.
Carmarthen	Monday, April 5	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chester	Friday, April 2	Horatio Lloyd, Esq.	14 days	John Walker.
Chichester	Tuesday, April 6	John J. Johnson, Esq., Q.C.	10 days	E. Titchener.
Gravesend	Friday, April 2	S. G. Grady, Esq.	2 days	G. E. Sharland.
Gloucester	Thursday, April 1	C. S. Whitmore, Esq., Q.C.	7 days	Francis W. Jones.
Leeds	Friday, April 9	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Lichfield	Thursday, April 1	H. Wm. Cripps, Esq., Q.C.	8 days	Chas. Simpson.
Nottingham	Monday, May 31	Richard Wildman, Esq.	1 day	Arthur Wells.
Reading	Thursday, April 8	J. O. Griffiths, Esq.	14 days	Francis Whitley.
Salisbury	Wednesday, March 24	J. D. Chambers, Esq.	10 days	Francis Hodding.
Scarborough	Tuesday, April 13	Alfred W. Simpson, Esq.	Statutory	John J. P. Moody.
Tewkesbury	Tuesday, March 23	James Fallon, Esq.		F. J. Brown.
Wigan	Wednesday, April 28	Joseph Catterall, Esq.		Thomas Heald.

LIVERPOOL POLICE COURT.

Friday, March 12.

(Before Mr. Alderman WOODRUFF and Mr. T. MILLS.)

Licensing Act—Extent of publican's liability—Lodgers of sub-tenant.

Davies, the prosecuting solicitor, supported the following informations against persons for infringing the terms of their licences. The first case was that of Charles M. Duckett, publican, 23, Greetham-street, who was charged with selling during prohibited hours, viz., at a quarter-past twelve o'clock on Sunday morning last. The police proved that three men and a woman were in the kitchen of the house with some ale before them.

S. Green appeared for the defence, and stated that the men were the lodgers of the woman's husband, who was a sub-tenant of the landlord, occupying a kitchen and two bed rooms in his house. The ale was purchased on the previous night; it was not supplied by Mr. Duckett, and he had no control over the rooms let to Robinson. The persons were called, and two of them stated that they were the lodgers of the sub-tenant, whilst the third stated he occupied apartments from both the landlord and Robinson.

Davies contended that the licensed victualler was responsible to the magistrates for the whole of the premises in respect of which he was licensed, and inasmuch as the men who were drinking were not the *bona fide* lodgers of Mr. Duckett, he was not absolved from liability. The Bench ruled accordingly.

Davies said this was the first time a case had come before a court in which a licensed victualler retained the benefit of his licence and sought to shirk his liability in regard to the whole of his house.

In giving judgment Mr. WOODRUFF said the case was a novel one, and he was not aware that any decision bearing on the point had been given by any of the superior courts. He and his brother magistrate were of opinion that to admit the principle of the owner of a licence, received from the justices, transferring a portion of his premises, where so-called lodgers could drink beer during prohibited hours, would open the door to a very great annoyance and to interference with the law. But they thought, under the circumstances, that a small fine would meet the case, as the landlord had erred in ignorance of the law. But that was no valid excuse, because a licensed victualler when he undertook the business was bound to make himself acquainted with the provisions of his licence. A fine of 10s. and costs would be imposed. Several summonses had been taken out against the so-called lodgers for drinking on the premises, but as they appeared to have also erred in ignorance of the law, the informations would be dismissed. Mr. Green gave notice of appeal on the point of law as to the lodgers.

REIGATE AND REDHILL BOROUGH BENCH.

Monday, March 15.

(Before F. J. BESLEY, Esq., Mayor, Sir V. FLEMING, G. BAKER, and P. HANBURY, Esqs.)

Infringement of Cattle Plague Order—Costs.

C. J. Grece brought before the Bench a question connected with a case decided by them at their last monthly sitting, when a Mr. Attfield was fined £5 for infringement of a Cattle Plague Order. He said it was decided that the costs should be allowed according to Jervis's Act, which provided that the defendant should pay to the prosecutor or complainant such costs as to the Bench might seem reasonable. It had been held that the costs of the prosecutor's attend-

ance and witnesses should be included, but on inquiring what order had been made in this case he found that the order with regard to costs included the costs of the police in serving the summons, and the justices' clerk's fees, no allowance being made for the attendance of the witnesses for the prosecution, so that his (Mr. Grece's) clients had to pay 10s. 6d. to each of the three professional witnesses called, and other costs amounting in all to £2 6s. 6d. It seemed that two forms of justice were administered at this court—one by the Bench, and another by its officers. According to the form administered by the Bench, the defendant was fined £5 and all costs, but according to that administered by the officers, the defendant was fined £5 for his infraction of the law, and the prosecutor had to pay £2 6s. 6d. for vindicating the law. He thought it desirable that some proper and uniform practice should be established with regard to costs, and it seemed that the only just and reasonable course was for the prosecutor to receive an indemnity—and no more than an indemnity—for his necessary expense and trouble.

Mr. Head (the magistrates' clerk) said the observations of the town clerk were in the nature of a censure on him for neglecting to perform his duties properly, and he therefore wished to say most emphatically that the order made by the Bench at the hearing of the case was that the usual costs should be granted. The costs he allowed were according to the established practice at this Bench, which he considered a very desirable practice, that the costs allowed should be those in the table of fees only. He was no party to the making of this rule, which was established some time ago before he entered on his office. He had followed the rule, believing it was undesirable that facilities should be given to people to increase costs in criminal proceedings.

The MAYOR thought Jervis's Act was mentioned in the case.

The Justices' Clerk said it might have been mentioned, but the order made by the Bench was that the usual costs should be allowed.

Sir VALENTINE FLEMING asked if that would not include the cost of the witnesses for the prosecution.

Mr. Head said it did not, and apart from that, he was not placed in such a position that he had to say that from the way in which the case was conducted he should not have been justified in asking the Bench to allow the costs of the professional witnesses, because the Act of Parliament deliberately laid down the rule that the declaration, signed by the duly appointed inspector for the district, to the effect that the disease existed, was sufficient and conclusive, without professional evidence being called. He could not, therefore, have taken on himself the responsibility of allowing the costs of veterinary surgeons, without first asking the sanction of the Bench, there being no necessity whatever for their evidence to be brought forward. The Act threw on the defendant the responsibility of proving his innocence. The prosecution did not, however, put in the inspector's certificate, which would have been sufficient.

The MAYOR said he made the observation at the time, that the certificate would have been sufficient evidence.

Mr. Head went on to say that it was a very awkward thing for the town clerk to throw on him the responsibility of saying the requirements of the Act of Parliament had not been carried out. He felt that in this case the corporation was performing a very laudable duty in trying to stamp out the disease, but surely when the evidence was supplied in that way he was not to be taxed with it.

The MAYOR thought the wrong impression arose from the fact of Jervis's Act having been mentioned.

Mr. Head said Jervis's Act was in very

general terms; but as to allowing all the costs, he was guided by the decision of the former Bench as to what should be allowed.

The MAYOR did not suppose any decision of the former Bench would bind the present Bench, like an order in council or Act of Parliament.

Mr. Head said certainly not, but so long as that rule stood he must be bound by it.

The MAYOR thought it was a hardship that when a public body was discharging a public duty for the good of the borough it should be virtually fined.

Mr. Head.—Just so; but why not carry it out in accordance with the Act of Parliament, which says the certificate of the inspector is conclusive evidence.

Greene said that observation would only apply to the costs of the three professional witnesses, whom he brought forward because he knew Mr. Forbes's judgment would be challenged by the opposite side. Mr. Head's observations might apply to the general question of costs, but he contended that there was no precedent binding on this court. Since its creation, in 1869, no rule whatever had been established. He asked that a rule should be established, and he said a reasonable rule was, that an indemnity should be granted to the prosecutor.

The MAYOR thought that was reasonable, and that the town clerk was justified in making the case as secure as he could by calling in professional witnesses.

Mr. Head reminded the Mayor that according to the order in council the evidence of the inspector's certificate could not be impeached.

The MAYOR.—Then it was almost a pity that that was not said before the evidence was given.

Mr. Head, who was about to speak, was interrupted by Greene, who said that if Mr. Head continued to reply he should claim the right of replying *ad infinitum*.

Mr. Head said he should be happy to carry out any rule the Bench might lay down.

The MAYOR did not suppose any magistrate would object to give him time to the hearing of applications on these matters. It seemed to him to be very difficult to lay down a rigid rule in such cases as this, but that the costs should go according to the merits of the case. If proper application was made to the magistrates for costs, they would decide what should be allowed.

Mr. Head was directed to enter this rule in the proceedings of the court for future guidance.

COUNTY COURTS.

BIRKENHEAD COUNTY COURT.

Friday, March 12.

(Before J. GILMOUR, Esq., Deputy Judge.)

BRECKAN v. PINNEY.

Time within which to bring action—Lapse—Jurisdiction.

THIS was an action by a butcher of Sandford-street, against the manager of Woodside Ferry, to recover the sum of £50 damages for false imprisonment. The litigation arose out of proceedings which took place in the month of June, 1874. The case was entered on the 10th Dec. last, and fixed to be heard before a jury at the first sitting of the court in March of the present year.

Downham, for the defendant, submitted as a preliminary to the opening of the plaintiff's case, that inasmuch as the 47th rule of the County Court procedure made it imperative that an action should come on for hearing within three months from its commencement, unless by arrangement with the registrar, the present one, which began on 10th Dec., had lapsed, and left his Honour without jurisdiction.

Moore, for the plaintiff, admitted being taken by surprise, but argued, on the authority of decisions affecting the court of the Lord Mayor of London, that the defendant should have issued writ of prohibition to secure the invalidation of the proceedings on the point raised.

His HONOUR, after listening to the arguments of both sides, said that he had inherent jurisdiction in the case, but he was satisfied, from the ordering of the rules, that the plaintiff had lapsed, and that he could not permit the issue to go to a jury in waiting, whom he discharged.

BIRMINGHAM COUNTY COURT.

Thursday, Feb. 11.

(Before H. W. COLE, Esq., Q.C., Judge.)

REEVES v. DAVIS AND PERKINS.

Application to set aside rights of mortgage. THIS was a suit brought by the plaintiff to declare the sale of some property in Lower Perce-street to a Mr. Hubble to be null and void, and to give him leave to redeem the property. It appeared that the plaintiff and Mr. Davis were entitled to undivided moieties in the property in question, the defendant Perkins being a mortgagee of the whole for £50. Some months since

Messrs. Barber and Ratcliff were instructed by the plaintiff to realise his share of the property, if possible. Considerable negotiations then took place between those two gentlemen and Mr. Grove as to the sale or purchase of the respective interests in the property.

Rosher argued that the power of sale had been properly exercised, and cited cases for the purpose of proving that the sale which had been effected was proper and valid.

His HONOUR, after reviewing the evidence, said the question which he had to decide was whether this transaction of sale could be supported in equity. Mr. Grove appeared to have acted under the impression that the mortgagee's power of sale was expressed in such wide language that the mortgagee could exercise it in any way he liked, and for any collateral object which he, or his solicitor, might desire to effect, and not merely for the *bona fide* purpose of obtaining payment of the mortgage money. But that appeared to him (His Honour) to be a mistake. The power, however extensive in its terms, was entrusted to the mortgagee as something to be exercised in good faith, and for legitimate purposes, and in a proper manner. But it appeared to him that the sale in question was purposely made for an inadequate sum, and with a reckless disregard of all those considerations which ought to have influenced the mind of the mortgagee when selling, and which ought to have regulated his conduct; and that it was in violation of the engagement and promise which Mr. Grove had given to the plaintiff's solicitors, who were, as he knew, ready to pay the mortgage money at any moment to the mortgagee if they had only been informed of the amount and asked to pay it. But no such demand was ever made, and he believed that it was not made because Mr. Grove, for some reasons of his own, did not wish that the money should be received from the plaintiff. He was convinced that great mischief would result if such a sale as the present, made by a gross abuse of the power of sale, were permitted to stand; and he should therefore set it aside, and order the defendant Perkins to pay the costs. It only remained for him to adjust the equities as between the plaintiff and the defendant Davis. On the first day's hearing the counsel for the defendant Davis, by direction of Mr. Grove, his solicitor, offered to disclaim on the part of Davis if he were allowed his costs of suit, and the plaintiff agreed to let him disclaim on those terms. But he refused to accept a disclaimer, except under Davis's own hand; and on the second day's hearing he was informed that Davis, on being appealed to, had refused to disclaim. The precaution, he took, therefore, was a prudent one. As Davis was applied to before the plaint was filed to become a co-plaintiff, but refused, and had also refused to disclaim, he must bear his own costs. The defendant Hubble must also bear his own costs. But Davis, on the plaintiff redeeming, would be entitled to redeem from the plaintiff his own moiety of the premises on the payment of one-half of the redemption money, and of the plaintiff's cost of redemption; and he should, by the decree, give him the opportunity of redeeming his moiety on those terms, and direct him to be foreclosed in case of his making default in payment.

CAMBRIDGE COUNTY COURT.

Tuesday, March 10.

(Before EDMOND BEALES, Esq., M.A.)

JAY v. LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Breach of contract—Negligence—Railway company's delay.

THIS was an action in which the plaintiff sought to recover the sum of 19s., the expenses he was put to by reason of the unpunctuality of the defendants' train.

Horace Browne, of the Norfolk Circuit (instructed by J. Neal York, Newmarket), was for the plaintiff.

Poland Adcock, solicitor, of Cambridge, represented the defendants.

The facts were agreed upon as follows: On the 9th Jan. the plaintiff, a merchant of Newmarket, who holds a season ticket on the Great Eastern Railway line, between Cambridge and Newmarket, left the latter place and proceeded to Cambridge. Thence he took a return ticket to Bedford, on the London and North-Western Railway Company's system. He returned from Bedford by a train which, being twenty minutes late from Bedford, lost a further forty minutes on the road to Cambridge, and arrived about an hour late at Cambridge. By reason of this delay, the last train from Cambridge to Newmarket having left, he was compelled to hire a conveyance at an expense of the sum now claimed.

Poland Adcock suggested that, as several cases of this nature were now pending the decision of the superior courts, it would be advisable to adjourn this case *pendente lite*.

Horace Browne, however, said that each case

must stand upon its own merits, and here there were no conditions imposed by time tables as in other cases. The damages claimed flowed from the breach of the contract.

Poland Adcock.—However that may be that will be no detriment to the plaintiff.

Horace Browne.—The cases referred to may never be argued. I understand that the Great Western Railway has abandoned its appeal, consequent upon the advice of Mr. Manisty, Q.C.

His HONOUR.—It seems to me that, as there is no dispute as to the facts, I must find for the plaintiff. Here there is an unreasonable delay.

Poland Adcock.—I have a further point. It is for the plaintiff to show negligence, he has here done nothing of the sort. Again, the defendants contracted to convey to Cambridge, and they did so.

Horace Browne.—Yes; but their contract implies a reasonable time. *Hurst v. Great Western Railway Company* decides this.

His HONOUR.—Whatever may be the merits of other cases, this is, in my opinion, a gross case of delay. The learned counsel for the plaintiff is quite right in saying that it is for the company to explain this unreasonable delay. I shall therefore find for the plaintiff.

Adcock applied for a case.

His HONOUR said that he was not at present inclined to grant one, but that he would consider this application, and inform Mr. Adcock at the next sitting of the court.

HALIFAX COUNTY COURT.

At the last sitting of the Halifax County Court, there was a very large attendance of the legal profession, and upon Mr. Serjt. Tindal Atkinson, the judge of the court, taking his seat, Mr. Edmund Minson Wavell, senior (referring to the transfer of Mr. Serjt. Atkinson to the Leeds circuit), said he had been requested by his professional brethren to express their sentiments of respect and gratitude for the courteous and dignified procedure which had been the rule of the court since his Honour had succeeded Mr. Stansfeld. The legal profession could not permit the present change in their professional life to pass without expressing to his Honour their most sincere homage, respect, and gratitude for the public and personal benefits shown in discharging all his public duties.

Mr. M. H. Rankin, registrar of the court, acknowledged the courtesy and kindness of the judge, and sincerely regretted that circumstances necessitated a change.

Serjt. TINDAL ATKINSON, in reply, said he was extremely grateful for the expressions which they had given utterance to with regard to the manner in which he had discharged the duties that devolved upon him in that court. He presumed he should have a larger sphere of labour, and should have, to some extent, greater business to perform in the circuit to which he had been appointed; and he might say, in leaving them, that he had always endeavoured to discharge his duties impartially and fairly. It would always be a solace to him to reflect upon the good feeling which had been engendered between himself and the gentlemen practising in that court. He was glad to say that the judge who was to succeed him was a gentleman well fitted to perform the duties which would devolve upon him, and was also a man of no ordinary kindness.

His HONOUR concluded by hoping that he should receive in his new sphere that kindness which he had experienced at Halifax.

REIGATE COUNTY COURT.

Thursday, March 11.

(Before J. E. FOOTE, Esq., Deputy Judge.)

PAYNE v. THE SOUTH-EASTERN RAILWAY COMPANY.

Action against railway company—Jurisdiction—Place of business.

Lewis, solicitor to the South-Eastern Railway Company, applied for a new trial in this case, tried at the last sitting of this court. He said the claim was for 8s. 10d., the complaint being that several bottles were abstracted from a hamper left in the cloak room at Robertsbridge station, after transit from Redhill station, as passenger's luggage. At the hearing of the case the company did not appear, and judgment went by default. He now applied for a new trial on behalf of the company, or to have proceeding stayed, on the grounds that this court had no jurisdiction, that the goods were not personal luggage, and that the serving of the summons in the original case was illegal, the summons not being endorsed with the words, "by leave of the registrar," or "by leave of the court."

His HONOUR said jurisdiction was given to any County Court where the cause of action, or any part of the cause of action, arose in the district.

Lewis said before the court could have jurisdiction the plaintiff must make affidavit that part of the cause of action arose in the district, and

there must also be endorsed on the summons the words he had mentioned. He quoted in support of this statement the case of *Brown v. London and North-Western Railway Company*. This was before the passing of the last Act, but the new Act did not alter the rules except as to "any part" of the cause arising in the district.

His HONOUR said he could not accept this as an authority, as it did not apply to the present Act, and he asked why an affidavit should be required when a part of the cause of action arose in the district, if it was not required when the whole of the cause of action so arose.

Lewis said an affidavit was required when one of the parties lived out of the district.

His HONOUR.—Surely the railway company carries on business in the Reigate district.

Lewis quoted a decision to the effect that a railway company carries on its business for the purposes of these summonses at only one station—namely, the station where the directors meet—that being in this case London Bridge Station.

His HONOUR said he was much surprised at this, but after looking at the book from which Mr. Lewis quoted, he admitted that it was so. He did not see, however, that he could grant a new trial, having no jurisdiction. It seemed that he must leave the matter to prohibition. The company held aloof at the hearing of the case, and now came forward with the plea that there was no jurisdiction. This should have been done before.

Lewis supposed the money would be retained in court in the interim.

H. Wood, who appeared for Mr. Payne, said he should apply for the money to be paid.

His HONOUR said the registrar would have to do his duty and pay the money.

Costs allowed.

SEVENOAKS COUNTY COURT.

Thursday, Feb. 18.

(Before J. J. LONSDALE, Esq., Judge.)

WILLIAMS v. WELLS.

Sale of horse—Deposit—Horse stolen—Recovery of deposit.

HIS HONOUR.—In this case the plaintiff (Williams) on the 25th Aug. 1873 bargained with the defendant (Wells) for the purchase of a horse. The terms of the bargain were that the plaintiff was to give the defendant £50 for the horse, but not having the whole of the purchase money with him, he was to be allowed a fortnight to procure it, and was at once to deposit with the defendant £4 10s., which he did, and if he did not pay the balance at the end of a fortnight he was not to have the horse and was to forfeit the £4 10s. deposited. The plaintiff and defendant differed in their evidence as to what took place at the conclusion of the conversation between them, defendant alleging that the plaintiff told him he might work the horse in the meantime if he liked, but that he, the defendant, replied that he should not do so, as the horse belonged to him, the plaintiff. The plaintiff, on the other hand, though he admitted the defendant told him the horse was his, yet said he answered that it was his so far that the horse would be his at the end of the fortnight if he paid for it, and that he (the defendant) could not sell it in the meantime. At the end of four or five days the plaintiff went with the balance of the purchase money and to fetch away the horse, when he was told by the defendant that the horse had been stolen from the field. The plaintiff afterwards applied to the defendant for the return of the deposit money, but the defendant refused to return it, and instead of doing so demanded the payment of the £45, the balance of the purchase money, alleging that he had sold the horse to the plaintiff. The present action is brought by the plaintiff to recover the £4 10s. deposit money, on the ground that the defendant, not being in a position to complete the sale of the horse, he is entitled to have back his deposit money. It is not alleged that the horse was stolen through any negligence or default of the defendant, so that the whole question is whether or no the sale of the horse was complete on the 25th Aug., and so the right of property in it and the risk of loss were transferred to the plaintiff. If the sale was complete the plaintiff is not entitled to recover—if not complete, he is. No doubt the general rule of law is that, when the subject matter of the sale is ascertained and identified at the time the bargain is struck, and the price is likewise agreed upon and reduced to a certainty, the sale is a perfect and complete sale from the time of the making of the bargain, and the right of property in the thing sold and the risk of loss are transferred to the purchaser, although the right of possession may continue in the vendor until the purchase money has been paid or tendered. The well-known haystack case (*Tarling v. Baxter*, 6 B. & B. 360) is an illustration of this rule. There the vendor agreed to sell and the purchaser to buy a stack of hay at the

sum of £145, the hay to be allowed to stand on the premises till the 1st May next, and not to be cut till paid for, and it was held that there was an immediate transfer of the right of property to the purchaser, and the hay having been accidentally destroyed by fire whilst it remained in the possession of the vendor, that the purchaser must bear the loss. Now, but for the fact of the deposit made at the time of the bargain, and its forfeiture in the event of the plaintiff not paying the balance of the purchase money at the end of the fortnight, the present would be on all fours with that case, but I think that fact makes all the difference between them. Mr. Smith, in his *Leading Cases*, vol. 1, p. 126, after stating that the property may be passed by a contract of sale for valuable consideration without delivery, goes on to say, "but whether it does pass or not must depend upon the intention of the parties; and it was held in a late case in the Court of Exchequer that the property in a specified chattel, bought in a shop, to be paid for upon being sent home, did not pass before delivery." In the present case it seems to me that the intention of the parties was that the property in the horse should not pass to the plaintiff until he paid the balance of the purchase money; if it did pass at the time of the bargain, instead of the mere deposit money of £4 10s., the defendant would have been entitled at the end of the fortnight to the whole purchase money of £50. We may leave out of question the conflicting evidence of the plaintiff and defendant as to what took place at the close of their conversation, as each is desirous of giving it that character which is most favourable to his own case. The intention of the parties appears to me to have in effect been that, in consideration of the plaintiff's depositing £4 10s. with the defendant, to be forfeited if the plaintiff did not at the end of a fortnight go and complete his purchase, the defendant was not to sell the horse in the meantime. This view of the case is borne out by the circumstance that the plaintiff did not want the horse for himself, but for a gentleman whom he took with him to look at it on the day when he was told it had been stolen. My opinion, therefore, being that the property in the horse was not transferred to the plaintiff by the bargain on the 25th Aug., the defendant, since by reason of the theft of the horse he was not able to complete the sale of it, ought to return the plaintiff his deposit money. Judgment must, therefore, be entered for the plaintiff.

BANKRUPTCY LAW.

DERBY COUNTY COURT.

Tuesday, Feb. 15.

(Before W. F. WOODFORD, Esq.)

ALLSOP v. THE TRUSTEES OF THE ESTATE OF H. C. DISNEY.

Preferential claim as a workman—Workmen contractors.

Briggs appeared for Allsop, and Leech for Messrs. T. H. and H. W. Harrison, the trustees of the estate.

Briggs said he applied to the court to reverse the decision of the trustees who had rejected Allsop's proof as a preferential claim on the ground that he was not a workman within the meaning of the Bankruptcy Act, and was not, therefore, entitled to be paid in full. He contended, however, that as the man had to give his personal service in the pit, he was a workman within the meaning of the Act, and the case of *Bowers v. Lovekin*, reported in 25 L. J. 371, Q. B., confirmed it. He was equally a servant, entitled to payment in full of his claim under the Masters and Servants' Act, and the contract he had entered into was simply a contract of service, to execute certain work at so much per ton. If he had been a contractor and was dismissed he would have had a remedy against the debtor, and could have claimed damages for not being allowed to work out the pit. But in that sense he was not a contractor, but had simply made an engagement terminable by fourteen days' notice on either side. Further, it was not devised that Allsop was subject to the Mines Regulation Acts 1872, and section 17 of that Act provides that persons working in a mine are entitled to be paid on the quantity of stone got. Allsop's was not a contract to get ironstone at so much per ton, but was a contract for personal service, and he held that he was entitled to be paid the amount of his claim.

Leech said there was really no difference between the facts in this case, and the case of *Hunt*, which had already been tried and decided in favour of Mr. Harrison. His Honour had in that case clearly and distinctly laid it down that the Truck Act simply required wages to be paid in coin and not in kind, and its definition of a workman or artificer was solely for the purposes of that Act itself. So also with regard to the Mines Regulation Acts, which had been passed, and wisely

passed, for the protection of life and limb, and which also gave a definition of a servant; but that was only for the purposes of that Act. He then referred to affidavits which had been put upon the file, and the extreme caution with which they had been prepared. But, he said, Allsop's affidavit contained that which clearly defeated his own claim. It disclosed the fact that he and his butty, whose name was concealed, entered into a contract to get ironstone out of certain pits; there was a partnership between them, and when they had paid all their workmen they divided the difference between them, the difference being largely profit. But Mr. Disney knew nothing of their workmen, and none of them could have sued him, and that was of itself a feature of great importance. If they could not sue Mr. Disney for their wages, how could anyone else sue him on their behalf? It was clearly impossible. And in this case, he said, the £22 claimed by Allsop was not for actual services performed by himself, but was mainly for wages which he had paid, or for which he was responsible to his own workmen; nor could he possibly sever from it the amount which would be due to himself. The application by Mr. Briggs was simply a request that his Honour would stultify himself by reversing his former judgment; but he was satisfied it would be unsuccessful.

His HONOUR said he did not feel it necessary to reserve his judgment. The facts had been before him on a previous occasion, and about them there was not much dispute. Allsop was a butty collier, who no doubt worked himself, but who had men under him for whose wages he was responsible, and he appeared also to have a partner with whom he shared the profits. The facts here did not differ materially from those reported in the case of *Sleeman v. Barrett* (38 L. J. 153, Ex.) where it was held that butty colliers were not artificers within the meaning of the Truck Act. They were making a profit out of the men they employed, and the claim was therefore not for wages. In the case he had referred to of *Sleeman v. Barrett* the plaintiffs were butty colliers working under verbal agreement for getting coal by the ton. They worked occasionally themselves and employed men under them to do the work, for which they were responsible. Further, they were not allowed to leave the work, and work elsewhere. Baron Pollock said the question of personal labour was not so important as whether the contract was for labour or for the result of labour. He dissented from the judgment laid down in *Bowers v. Lovekin*, and held that if somebody undertook for a large number of persons that work should be done, meaning by the work the thing that is to be accomplished, and not the labour that is to accomplish it, then the case is not within the Truck Act. His Honour said that all leading cases were referred to and quoted in this case, and when they differed from it they were virtually set aside. That being so, and being the most recent decision, he had no hesitation in following it. The trustees had acted rightly in rejecting the proof, and he should confirm the rejection. Costs to follow the event.

LINCOLN COUNTY COURT.

Tuesday, March 9.

(Before JAMES STEPHEN, Esq., LL.D., Judge.)

Re JOHN JUSTICE, a Bankrupt.

Quorum of creditors—Trustee appointed by virtue of, invalid—Proof and proxy—Expunging a proof and vacation of appointment of trustee. This was an application to expunge the proof of a Mr. Morton from the file of proceedings, to vacate the appointment of Mr. Kirkwood as trustee, and to direct a fresh meeting of creditors to be called for the purpose of making a new choice of trustee.

Page (Lincoln), instructed by Marshall, Sons, and Bescoby, of East Retford, appeared in support of the application on behalf of the bankrupt.

Hebb (Lincoln), instructed by Newton and Jones, of East Retford, opposed the application on behalf of the trustee.

The debtor was adjudicated bankrupt on the petition of Mr. Kirkwood, on the 1st Dec. 1874. The first general meeting of creditors was summoned for the 18th Dec. but, Mr. Kirkwood being the only creditor present, the same was adjourned till 6th Jan. 1875. On the latter day Mr. Kirkwood was again present and handed in to the registrar, as chairman, his own proof, and also proofs by two other creditors who had appointed him (Mr. Kirkwood) their proxy. By virtue of these proofs and proxies (making together the bare legal "quorum of creditors present or represented") Mr. Kirkwood appointed himself trustee of the estate and effects of the bankrupt, and the same was duly reported to the court, and Mr. Kirkwood received his certificate. The bankrupt at the adjourned meeting stated that he was not aware that he owed the money mentioned in one of the proofs (Mr. Morton's).

On investigation it transpired that Mr. Morton had made a mistake in proving against the bank

rupt's estate, as the debt was owing not by the bankrupt, but by another person of a similar name and living in the same village.

Page handed to the court affidavits by Mr. Morton and Mr. Arthur T. Metcalfe, proving the above facts, and contended that under such circumstances there were only two creditors (and not three as required by the General Rule 93), present at the meeting, and that the appointment of Mr. Kirkwood as trustee in consequence fell to the ground, and should be vacated; also that a fresh meeting of creditors should be called.

Hebb, in reply, argued, first, that the bankrupt had no *locus standi* to make the application, the appointment of trustee was exclusively an affair of the creditors; secondly, that the court having granted Mr. Kirkwood a certificate, the only course open to the bankrupt was to appeal to the chief judge; thirdly, that it would be inadvisable as a matter of discretion in that particular case to remove Mr. Kirkwood from being trustee.

Page replied to the first objection that the application received the entire concurrence of the largest and other creditors.

His HONOUR overruled Mr. Hebb's objections and said that the bankrupt had undoubtedly an interest in the appointment of trustee, that the matter was not one for his discretion, but that it having been sufficiently proved to the court that Mr. Morton's proof was made in error and invalid he had no other course but to grant the application. He therefore ordered that Mr. Morton's proof should be expunged from the file of proceedings; that the appointment of Mr. Kirkwood as trustee should be vacated, and that a fresh meeting of creditors should be called.

LEGAL NEWS.

THE death of Sir Edward Smirke, at one time Recorder of Southampton, is announced.

NEW COUNTY COURT JUDGE.—The Lord Chancellor has appointed Mr. J. W. De Longueville Giffard, of the Equity Bar, to the County Court Judgeship vacated by the death of Mr. Marshall.

THE statement which has been made that the jury in the case of the Canadian Oils Company were equally divided is, the *How* understands, not correct. The numbers were—for the defendants eight, and for the plaintiff four.

THE post of Registrar of the Southampton County Court, vacant by the death of Mr. Andrew Snape Thordike, has been offered by Judge Leonard to Mr. Henry James Walker, Registrar of the Great Yarmouth Court, and accepted by him, and he will assume the duties at the end of the present month.

A JUDGMENT given on an appeal in the House of Lords by the Governors of St. Thomas's Hospital in an action for rates brought by the churchwardens and overseers of St. Mary, Lambeth, determines the rateability of such institutions. Their Lordships affirmed the decision of the Court of Exchequer Chamber, which was grounded on a similar action against the University of Edinburgh.

A JURY was brought into court in order that one of their number might be instructed upon the following point of law: "If I believe that the evidence was one way, and the other eleven different, does that justify any other jurymen in knocking me down with a chair?" The judge answered in general terms.

THE annual meeting of the Chamber of Commerce is fixed for the 31st instant. It is proposed that the members should dine together, and the Directors have forwarded an invitation to the Lord Chief Justice Sir Alexander Cockburn, whose former connection with Southampton as one of its Parliamentary representatives is remembered with feelings of great pleasure by all classes of citizens.

LAW AND LEATHER.—It is notorious that the wills of some of our most eminent lawyers, of their own making, have been so ill-made as to necessitate litigation, and not a few of them to have to be set aside. And now, of all great luminaries, Lord St. Leonards dies without leaving any will at all behind him, at least any will that can be found. The surviving relations of a deceased lawyer appear to be generally, in testamentary affairs, of all people left the worst off for law. But is not the shoemaker's wife proverbially always the worst-shod woman in the parish?—*Telegraph*.

RAILWAY UNPUNCTUALITY.—Railway travellers will note with considerable satisfaction (the *Manchester Guardian* remarks) the fact that in the Manchester County Court, the Lancashire and Yorkshire Railway Company did not even put in an appearance in an action against them for cab hire by a traveller who had "lost his train" through the unpunctuality of their servants. It would, perhaps, be premature to argue that the Lancashire and Yorkshire and other companies are about to admit their liability in all cases of detention; but this case obviously strengthens the hands of the plaintiff in the great cause of the public *versus* the companies.

FIVE hundred trustees were summoned before the Bankruptcy Courts during 1873, at the instance of the official assignee, for neglect of duty, chiefly in regard to audit of accounts. About 200 of these, complying before the hearing of the summons, no orders were made against them. The majority of the remaining 300 were ordered to furnish the required accounts, and to pay the costs occasioned by their default, which came in the aggregate to a considerable amount.

JUDICIAL ARREARS.—A Parliamentary return ordered on the motion of Sir Sydney Waterlow, shows that in the legal year ending with the Long Vacation of 1874, there were 416 causes tried at Guildhall before judges of the Superior Courts, and there were as many as 786 causes made "remanets." Of Queen's Bench causes there were only 115 tried and 554 remanets. In the same year there were 838 causes tried at Westminster, and 447 remanets; in the Queen's Bench 236 tried and 270 remanets. In the return from the Court of Exchequer it is stated how many of the causes were made remanets "by consent," viz., 28 of the 59 remanets in London, and 22 of the 121 at Westminster.

In 1835 the Cursitors of the Court of Chancery, who prepared all original writs made out in Chancery, and who had been formed into a corporation by Queen Elizabeth, were abolished by 5 & 6 Will. 4, cap. 82, and any duties appertaining to their office which still survived were transferred to the Petty Bag Office. In consequence of the transfer of the equitable jurisdiction of the Court of Exchequer to the Court of Chancery, in 1841, by 5 Vict. cap. 5, power was given to appoint two additional Vice-Chancellors, under the 19th section of the Act, and a Secretary, an Usher, and a Trainbearer were attached to each, under the 26th section. This power was subsequently continued by sect. 1 of 14 & 15 Vict. cap. 4, and sect. 52 of 15 & 16 Vict. cap. 80.

In the Dublin Court of Bankruptcy, in reference to a complaint which had been made by practitioners of the court that the collection of debts had miscarried in consequence of the new regulations, whereby the official assignees communicated directly with the trade assignees, who, it was submitted, never knew anything whatever about the debts, Judge Miller said that he would recommend the orders to be amended by an arrangement that the official assignees should take directions from the chief registrar or the chief clerk as to the best mode of recovering debts. Mr. Larkin suggested that the solicitor for the assignee in each case should receive notice of any application made by the official assignee to the chief registrar or chief clerk. Judge Miller approved of the suggestion.

A TOUCHING SCENE IN COURT.—The reporters in the daily papers, says the *John Bull*, have failed to notice a very touching scene which occurred one day last week in the Sessions House at Clerkenwell. A prisoner, who had been sentenced to three months' imprisonment for some ordinary offence, on being taken to the cells underneath the court heard that his wife had died that morning in childbirth. Rushing past the warders he gained admission to the court, and in terms of great pathos begged the judge for mercy. The learned Serjeant (Cox), making use of the wise provisions of the criminal law, allowed the man to go at large on his own recognisances to bury his wife, trusting to the prisoner's sense of honour to appear at the next sessions for judgment. This proceeding not only shows how the criminal law may be tempered with mercy, but affords a conclusive answer to those critics who were recently so angry at Mr. Edlin for letting off a young lady in a case of alleged jewel robbery, showing, as it does, that consideration for other than well-to-do prisoners is sometimes shown.

THE following are the totals shown in the return of the proceedings in Admiralty suits in 1873, in the City of London Court: Total number of Admiralty suits or proceedings, 186; arrest of vessels, 58; final decrees, 27; amount of claims, £15,958; amount of attorneys' costs allowed, £936. Amount of fees: Court fund, £246; registrar, £181; high bailiff, £63; suits or proceedings pending, 75; appeals, 3. It is supposed that the majority of the suits returned as pending were settled out of court. The Joint Officers and Clerks and Law, Parliamentary, and City Courts Committee of the Corporation of London, reporting on the reference to consider the statements made in the letter of the judge of the City of London Court on the subject of his remuneration for the discharge of his duties in respect of Admiralty jurisdiction have recommended that he should be paid the sum of £1000 for his services in Admiralty jurisdiction for the period from the beginning of 1869 to 31st Dec. 1873; and that from the 1st of Jan. 1874, he be allowed £300 a year for his services in respect of such jurisdiction and all matters in relation thereto, and so long only as he shall continue to act in Admiralty jurisdiction; and they further recommended the court to concur in the appointment

of an assistant judge, when necessary, for whose remuneration the judge would be bound to provide.

MR. SERJEANT BALLANTINE IN INDIA.—By the Indian mail leaving Bombay on the 22nd Feb. we have the following from the *Times of India* overland summary: "The Baroda Commission sits for the first time on Tuesday. Numbers of visitors from all parts of India have gone to Baroda to be present at the sittings of the Commission. It is expected to last about one month. Several arrests have been made by Sir Lewis Pelly during the week, and one of the prisoners has made a confession, in which he asserts that Bhow Seindiah was poisoned by the Guicowar. The charge of attempting to compass the death of Colonel Phayre is not the sole or even the first count in the indictment which will be preferred against Mulharao Guicowar before the commission. He will be put upon his trial first and foremost for having paid Colonel Phayre's people money for useful information. No hint of such a charge was given in the Viceregal proclamation ordering the Guicowar's arrest, and the fact that it is now to be preferred against him is certainly strange. A correspondent, writing to us from Baroda, thus describes the progress of Mr. Serjeant Ballantine from Bombay to that city: 'It is worth noting, as an index of the state of public feeling, that a large crowd assembled at the station at Bombay, from which Mr. Serjeant Ballantine and Mr. Purcell started for Baroda. At Bulsar station a crowd was assembled, who cheered when the train went by. At Surat several native chiefs and an immense assemblage of people awaited the arrival of the train; the learned gentlemen were entertained with tiffin (luncheon) by the Rajah of Rus Beyle; they were also decorated with garlands; and *pan soupari* was served and a poem read in honour of the serjeant. Again, at Broach, all the Vakeels of the district met the train, and again the people insisted on serving *pan soupari* and decorating them with garlands. On their arrival at Baroda the crowd was so immense that the learned serjeant and Mr. Purcell had great difficulty in forcing their way to a carriage. Torchmen and native gentlemen on horseback escorted them to the little camp where their tents were pitched. There is no longer the faintest doubt that native public feeling, including that even of the Parsees, through all the great district between Bombay and Baroda, and probably through the whole Mahratta country, is in sympathy with the Guicowar. Men are at work night and day in preparing the court where the commission will sit; it is already a somewhat imposing looking room, but the ventilation, it is feared, will hardly prove sufficient.'

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

THE LAND TRANSFER BILL.—I have observed with much disappointment the course Lord Selborne is taking with regard to this Bill, more especially as regards the compulsory clauses. It must have cost Lord Cairns a great pang to have abandoned the popular and taking principle of compulsion, which he advocated last year, and in deference to the overwhelming evidence produced to him, to forego the *kudos* of passing a "radical" measure. All honour to him for preferring principle to popularity. I had hoped that Lord Selborne would have followed his great competitor's example. It is the curse of conveyancing legislation that it is promoted, discussed, and effected by men who take it up for its popularity, and who have little or no practical knowledge of the subject. The great law lords, and the Chancery and common law Barristers, who in Parliament almost exclusively debate upon and control this legislation, are utterly ignorant of the working of the system they tamper with. Their ideas are wholly and solely derived from the one per cent. of cases that come before them in the course of their litigious experience as counsel or judges. They are really nothing more than amateurs, who see and know nothing whatever of the ninety-nine cases that are carried through safely, expeditiously, and cheaply. Last year Lord Cairns and Lord Selborne were alike amateurs, but the former noble lord has had the opportunity of becoming acquainted with the actual practice, and has boldly and honourably proclaimed what he has learnt. The mischief that can be done by amateur legislation on such a subject as real property law cannot be better exemplified than by reference to the clause inserted in the Vendors and Purchasers Act of last session, by which purchasers of property are deprived of the benefit

they have hitherto derived from acquiring the legal estate. If this clause be not repealed, it will, in the opinion of all practical conveyancers, render that which has been hitherto easy and safe hazardous and difficult in the extreme. Solicitors are already shuddering at the responsibility and difficulties it will throw upon them, and at the dangers to which their clients will be exposed. This is bad enough; but what shall we say of the astounding ignorance of fact which Lord Selborne exhibits on the very subject he selects to support his argument? In answer to Lord Cairns' references to the Birmingham conveyances, effected at from 15s. to 30s., Lord Selborne asks whether these cases did not equally occur in Middlesex. The answer from all men who have ever had to do with the Middlesex registry must be an unanimous "No." It is notorious that the Middlesex registry in all small transactions doubles or trebles, and not unfrequently quadruples the expense. Lord Selborne may be challenged to produce a case of a transfer in Middlesex at 30s. The mere office fees and stamps in the simplest case amount to 12s., whilst the professional charges for the memorial (which is in effect a second and otherwise superfluous deed), and the difficult and responsible searches, constantly more than double the solicitor's bill. I recently had four simultaneous transactions of precisely the same character and value; two in Middlesex, two in Sussex. In the Middlesex cases the expense was double that of the others, whilst the time occupied was a multiple of ten. Lord Selborne suggests the establishment of local registries throughout the country, whilst Lord Cairns shrinks from the expenses and difficulties of such a course. But, says the former noble lord, the registrars of the County Courts "would be ready to undertake the work for the sake of the fees." Now (passing by the objection that the registrars have already too many and too multifarious duties cast upon them, and that they only exist in large towns, whilst much of the conveyancing of the country is done in smaller towns and villages where no County Court exists), it is the payment of these very "fees" that is objected to, and which when added to the expense of attendances and searches at the office, would cripple small transactions. A latent suspicion of this appears to have been in Lord Selborne's mind, because he goes on to suggest that "respectable" solicitors would do the work gratuitously for the sake of the "credit and position" it would bring upon them. What ignorance is here shown! Country solicitors of "credit and position" have already enough gratuitous work to do (the extent of which if unfolded, would astonish laymen), and the work would be left to those who, having no credit or position, seek to gain those advantages by undertaking this gratuitous work. But there is an insuperable objection to this suggestion. The solicitor to whom this work would be intrusted would be placed in a most objectionable position. He would necessarily become acquainted, not only with the professional secrets and transactions of his local brethren and rivals, but with the affairs of their clients, and generally of the community amongst whom he lives and practices. The objections to such a position are obvious, and must have occurred to Lord Selborne's mind had he thought of practice rather than of theory. If Lord Selborne, and the other theorists who act with him, will only condescend to acquire knowledge of actual practice, they will find that there is only one plan by which any system of registration can diminish the present expenses of small transactions, and that is the establishment of public officers in every market town of the kingdom, by whom the conveyancing of the district shall be exclusively transacted, without fee or charge to the land owner, and at the sole expense of the State. Whether the country, which has long submitted without grumbling to the payment of many thousands a year for Lord Westbury's useless office, would acquiesce in this burden, may be possible, though I doubt it, but short of this, practical men will all agree, that a public office, with its unavoidable forms and officialism, routine, and red tapeism, would be an intolerable addition to the moderate and practically unfelt expenses that now attend the small conveyancing transactions of the country districts. J. W. HOWLETT.

INTERPRETERS IN WELSH COURTS.—Unless all the reporters of the speech of Mr. M. Lloyd, M.P., respecting interpreters in County Courts in Wales are erroneous, he has committed a very great error. His words, as reported in the *LAW TIMES* (p. 337), were: "As parties to suits could not, as a rule, afford to employ an interpreter, there were frequent miscarriages of justice in the County Courts of Wales." I have held courts in every month, when courts have been held, with one exception—when I was nearly blind from a very rare kind of inflammation of the eyes—going on twenty-four years. During the whole of this time there has been a paid interpreter of each court of the circuit, who has been paid out of the

general court funds by the Government, and never, in any instance, paid by a suitor. As in every court there are bystanders who know Welsh, they would most assuredly correct any misinterpretation of evidence. When any such correction is suggested, and sometimes, though very rarely, it does happen, I always thank the persons who help us. An exceedingly good Welshman, an attorney, who has attended my courts for many years, told me that he had not known a case where there had been a miscarriage through interpretation or misinterpretation in any County Court. It should be remembered that English and English newspapers are the protective powers over whatever passes calling for censure in courts of law. But there are other local courts of law besides County Courts. On Circuit 30, in almost every case of importance, and in all the great commercial, admiralty, and equity cases, English is spoken; if not it causes no charge on suitors. At the petty sessions of magistrates Welsh is extensively spoken, and very far more so than in County Courts. What also is remarkable is that, with one exception—though themselves connected with Wales—the stipendiary magistrates have not known Welsh. Such was the case with Lord Aberdare when police magistrate at Merthyr; so also with Mr. Fowler, formerly of Merthyr, but now of Swansea, whose conduct has given great satisfaction; and equally so the case of Mr. D. Jones, at Cardiff, and Mr. De Rutzen, at Merthyr, the present very respected stipendiaries of these towns. None of these gentlemen speak Welsh. Then, again, we have, in addition to the unpaid magistracy at petty sessions, chairmen of quarter sessions who do not understand Welsh. Even among the most able gentlemen of the Welsh Bar are those who cannot speak Welsh. If Mr. Lloyd had obtained his committee, County Courts would have passed muster very satisfactorily. The chief part of the inquiry must have comprised the business of petty sessions and quarter sessions.

THOMAS FALCONER.

AS TO THE LIABILITY OF MORTGAGES TO BENEFIT BUILDING SOCIETIES FOR £500 AND UNDER TO STAMP DUTY.—Having noticed in your paper of Saturday last conflicting opinions expressed by two of your correspondents as to the effect of the Building Societies Act 1874 on the above subject, I have taken the trouble to peruse the several statutes which in any way affect the question of stamp duty on building society mortgages, and the result of my investigation is as under: By sect. 4 of 6 & 7 Will. 4, c. 32, all the provisions of the Friendly Societies Act (10 Geo. 4, c. 56) were incorporated therewith. By virtue of the 37th section of the Incorporated Act, mortgages to building societies were totally exempt from stamp duty, until the passing of the Stamp Act 1870, sect. 112 of which Act limited the exemption to mortgages for sums not exceeding £500. The Building Societies Act 1874 neither imposed any stamp duty on mortgages to building societies nor exempted them therefrom, but it repealed the exempting statute (6 & 7 Will. 4, c. 32), whereby the exemption of mortgages to building societies from stamp duty is entirely gone, unless it can be shown that the reference in the Stamp Act to the aforesaid exemption conferred by 6 & 7 Will. 4, c. 32, incorporated such exemption therewith, and by so doing kept it alive. Now I think that it may be safely held that the incorporation referred to in the last paragraph was necessarily effected. I say "necessarily," for if such incorporation did not take place, what becomes of the limitation section (112) in the Stamp Act? Such section would have no meaning; to make sense of it I am compelled to read along with it, in other words, to incorporate with it, the exemption conferred by 6 & 7 Will. 4, c. 32. A question may now arise in some minds as to the effect of the repeal of a statute incorporated with another statute. To settle this question, we must know the rule for construing statutes under the aforesaid circumstances, which rule is, that the repeal of an Act of Parliament which has been incorporated with another Act does not repeal the former Act, so far as it is applicable to the purposes of the Act with which it has been incorporated. According to this rule, such part of 6 & 7 Will. 4, c. 32, as has been incorporated with the Stamp Act 1870, as before shown, and as is applicable to the purposes of the last-mentioned Act, is in full force for the purposes of the same Act. Now I have shown that the aforesaid exemption conferred by 6 & 7 Will. 4, c. 32, is kept alive by the Stamp Act 1870, limited by the latter Act as aforesaid, and that the Building Societies' Act 1874 does not affect the question of stamp duty on mortgages to building societies in the slightest degree; therefore there can be no grounds to dispute my conclusion, which is, that mortgages to building societies are entitled to the same exemption from stamp duty as heretofore, as though no Building Societies' Act 1874 was in existence.

JOHN HEWITT.

Halifax, 16th March 1875.

WAS IT MURDER?—Many must, I think, have been somewhat startled to find the jury returning a verdict of "Guilty of murder," against John Kavanagh, who was tried at Lancaster on the 10th inst. before Baron Pollock. The prisoner admitted he had given the deceased laudanum, to keep him quiet he said. Double the quantity might be taken by some, the doctors admitted, without fatal effects. The prosecution said it was given to kill and did kill. Granted that it did kill the deceased, the intent with which it was given is the real point in question. The prosecution said he intended to kill, and to show a motive they produced a servant who swore that she had caught the prisoner and the deceased's wife in open adultery two months before. The defence was in the main that the prisoner was insane. Now it is more than probable that he was detected in adultery, and more than probable that he was not insane. For once the "insanity" plea broke down, and without another—and it appears to me the true one, the jury were driven to convict of "murder with a recommendation to mercy." Here was a man carrying on an improper intimacy with the deceased's wife. What an opportunity for resuming and continuing it for the night if he could only devise some plan for keeping the deceased down in the kitchen all the time? He gave him a dose of opium for the purpose, and it kept him quiet—too effectually, as the prisoner and the deceased's wife, when they came down to breakfast the next morning, found. The prosecution "relied on the silence of the prisoner while breakfast was going on as being inconsistent with his having given the laudanum with an innocent intention;" but if the prisoner and the deceased's wife passed the night together, or indeed were guilty of any improper conduct that night, he no doubt had informed her that he had taken precautions that they should not be disturbed—perhaps he gave the dose by her direction for that very purpose—there is no reason why he should say anything to her at breakfast, and she would naturally take it for granted that her husband had not yet recovered from the effects of the dose. Why was not the servant called and questioned, or indeed the wife examined, about the sleeping arrangement that night? Now, Sir, is not this a reasonable defence, and a very probable one? If so, then the prisoner did not "intend to do some grievously bodily harm," but only to keep the deceased quiet, and thus prevent his coming up stairs. If he did not intend to do some grievous bodily harm—although there would be no doubt that he did intend against the deceased a moral, social, and legal wrong—then, as his lordship told the jury, "he would not be guilty of murder."

B. G. J.

Temple, 18th March.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

128. COPTHOLD LAND—RIGHT OF WAY.—Can a right of way over copyhold land be given by surrender, or must it form the subject of a grant? Any references will oblige.

R. H.

129. VENDOR'S AND PURCHASER'S ACT, 1874.—Is sect. 4 of this Act retrospective, so as to enable the executors of a mortgagee dying before the passing of the Act, to convey the legal estate? Dates are fixed for the commencement of sects. 1 and 7, but not of the other sections, which would therefore run from the passing of the Act. This is a remedial Act, admitting of a liberal construction, and acting on sect. 4, would not prejudice any interest existing at the passing of the Act. J. B.

130. LAWYERS IN CANADA.—I have made numerous inquiries concerning the following, but without any result. If a gentleman passes his final examination and has or has not been admitted a solicitor, what steps should he take to become a barrister and attorney in Canada (as the two professions are blended out there). What would the legal authorities forego, and what require to enable him to practise out there as such.

E. B. B.

131. EVIDENCE—WRITTEN AGREEMENT.—In a case I conducted lately in the County Court in which I was for the defendant in an action for rent, I put the question to plaintiff "Was there any written agreement?" This was answered affirmatively and the document was put in, when I took the objection that it was improperly stamped. The judge allowed the objection but amended the plaint by making it for "use and occupation" instead of "rent," and then (despite my repeated objection that the written agreement, and that alone could be evidence of the contract between the parties), allowed plaintiff to give parol evidence of the terms on which the defendant held, and gave a verdict against my client. Since then ejectment has been issued against same defendant by same plaintiff, and on the hearing the same objection was made by me

with the same result as to plaintiffs being admitted to give parole evidence. Will any correspondent oblige by mentioning any cases in which such ruling as that of the County Court judge is upheld. G. L. E.

132. TEN YEAR'S LAW CLERKS.—With reference to the letter of your correspondent on this subject might I trouble you or your correspondent to kindly acquaint me in your next issue what book in Latin is referred to by your correspondent by the designation of "Kennedy." W. T.

133. BEQUEST.—A testator bequeaths to a lady £50 worth of books to be selected by her, and it turns out that he, the testator, does not leave behind him £50 worth of books (not having disposed of any in his lifetime, but the value of the whole being under £20). Is the legatee entitled to have the deficiency made up to her out of the testator's general estate? Please give authorities. C. E. GARWOOD.

134. ACKNOWLEDGMENT OF DEED.—H., a married woman (married 'many years ago), has real estate devised to her "for her sole and separate use;" she has sold the same. Is it necessary that the husband should be made a party to convey, and the deed acknowledged under the Act for the Abolition of Fines and Recoveries, H. having no power of appointment over the property? Reference to cases will oblige. X. X.

Answers.

(Q. 126.) LAPSE—RESIDUARY LEGATEES.—C.'s share as one of these three residuary legatees, has lapsed by his death in the testator's lifetime. So much of the lapsed share as has arisen from personal estate will belong to the next of kin of the testator. So much as has arisen from sale of real estate will, under the rule in *Akroyd v. Smithson* (1 B. C. C. 503), belong to the heir-at-law, as an interest in real estate undisposed of. If, however, the will contains a declaration that the real estate is to be considered as converted into personalty on the day of the testator's decease, the distinction between the real and personal estate will not apply, and the next of kin will take the whole of the lapsed share. S. B. E.

—C.'s share lapses, and so far as it originally consisted of personalty, goes to the next of kin; and so far as it consisted of realty, to the heir at law. (See *Akroyd v. Smithson*, 1 L. C. E. 872.) G. E. F.

(Q. 127.)—CONVEYANCING.—From the facts stated it does not appear that the trustee would have any power of sale. The Court of Chancery would however, direct a sale under 31 & 32 Vict. c. 40, s. 3, if the grounds stated in the Act exist, or if the parties interested to the extent of one moiety or upwards, concur in the application, and the sale may be made without taking place in Chambers. (*Hayward v. Smith*, 20 L. T. Rep. N. S. 70.) It is assumed that no charge of debts is contained in the will. S. B. E.

—The cestui que trust must join in any sale. G. E. F.

LAW SOCIETIES.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A GENERAL meeting of this society was held at the County Court on Monday evening, Mr. Burn in the chair. Mr. Joseph Batley (Town Clerk), Mr. Chas. Mills (clerk to the Borough Justices), Mr. Geo. Dyson, and Mr. Walter Armitage were elected honorary members; and Mr. Swift (from the office of Mr. J. J. Milnes) was elected an ordinary member.

The question for discussion was, "Is the influence of trades' unions on the whole beneficial?" Messrs. Jno. Piercy and Mr. J. Whitley conducted the affirmative, and Messrs. J. Yeoman and M. Robinson supported the negative.

The speakers for the affirmative stated that prior to 1825 trades' unions were contrary to law, but in that year, by the Act of Geo. 4, c. 129, the laws against combinations were repealed, and henceforth workmen were left to associate, and to make any rules regarding hours and wages which suited their fancy. These unions when, rightly conducted, were beneficial, because they afforded the working classes a means, indeed, the only adequate means—of asserting their just rights. The capitalist employers possess the advantage of vast accumulations in making their bargains; they can wait without inconvenience till by wearying out the workmen they get him on their own terms. The operative in self defence is obliged to combine with others as helpless as himself. The object of these unions is most fair and equitable—that of procuring for all workmen a proper remuneration of labour. Frequently they also act as benefit societies to help sick and infirm members, and thus promote habits of carefulness and economy amongst their adherents.

Members themselves have discovered the advantages of combination and "associations" of employers are almost as numerous as trades' unions. For the negative it was urged that if unions protect workmen they equally paralyse employers, who are deterred by the apprehension of a strike from carrying out plans for the development of new fields of labour. Trade suffers, and even those who for a time appear to be benefited, are ultimately the greatest sufferers; even where a strike is successful it requires years of industry to repair the havoc occasioned by a few weeks' cessation from work. If there be any who more

than others have reason to complain, it is those active and skilled workmen who aspire to distinction, but who, by being obliged to work only so many hours a day, and to receive wages according to a lifeless uniform scale, are reduced to the level of the drones and dunces of the trade. The operations of trade unions are too frequently arbitrary, unreasonable, and oppressive. They originate strikes and support their continuance. Their system is based on coercion and espionage, and events have shown that they do not scruple to resort to deeds of violence and crime to effect their purposes. The natural result is that mercantile relations are rendered confused and uncertain, and idleness and insubordination are promoted and encouraged. After an animated and entertaining discussion, the question was decided in the negative by a majority of one.

THE PORTSMOUTH LAW STUDENTS' SOCIETY.

A MEETING of the members of the above society took place on Monday evening last at the Mascric Hall, Portsmouth, when the president of the society (J. Cousins, Esq.) occupied the chair.

The subject of debate was, "Ought the present absolute power of disposition possessed by testators to be curtailed?"

The principal speakers in the affirmative were Messrs. Bramsdan and Rowe, and in the negative Messrs. Wainscot and Bolitho.

After a somewhat lengthy discussion, in which Messrs. Blake and Sims supported the affirmative, and Messrs. Fraser and C. W. Paterson the negative, the chairman summed up the arguments and called for a division, resulting in a majority of four for the affirmative.

On the motion of Mr. Fraser, seconded by Mr. Warner, a vote of thanks was accorded to the president; and, after acknowledging the compliment, Mr. Cousins congratulated the society upon the progress it had made since he last presided.

THE BIRMINGHAM LAW STUDENTS' SOCIETY.

At the usual fortnightly meeting of this society, held on Tuesday evening last, Herbert W. Stanbury, Esq. in the chair, the following gentlemen, on the nomination of Mr. B. Weekes, seconded by Mr. Alfred A. Baker, were elected honorary members of the society: Henry Warwick Cole, Esq., Q. C., Judge of the Birmingham County Court; Alfred Young, Esq., barrister-at-law; T. Chantler, Esq., registrar of the Birmingham County Court; Matthew Butcher, Esq., solicitor; and Francis Caddick, Esq., solicitor. The following moot point was discussed: "Is one solitary instance of recognised dealing on credit sufficient to create a general agency?" (Chitty on Contracts, p. 197, 19th edit.), the speakers on the affirmative being Messrs. Browett, F. Smith, Potts, and David; on the negative, Messrs. Hadley and Collins. The question was decided in the affirmative by fourteen votes to three, several members remaining neutral. A vote of thanks to the chairman terminated the proceedings.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 17th March, 1875, Mr. H. T. Round, LL.B., in the chair. Mr. Rubenstein, in accordance with his notice, brought forward the following motion, viz., "That this society views with surprise and regret the action of the Government in withdrawing the Judicature Act Amendment Bill, and considers that a further postponement of the principal provisions of the Judicature Act 1873 is not calculated to promote the interests of the public or the Profession." After two amendments the original motion was carried by a majority of three. The first subject for next week's discussion is: "Is a husband liable for necessities supplied to his wife when he has privately prohibited her from pledging his credit? *Jolly v. Rees* (15 C. B., N. S., 629)." To be supported by Messrs. T. B. Girling and Quick; to be opposed by Messrs. Rubenstein and O'Neill. The second subject for discussion is: "That the negligence of railway companies in cases of accident and unpunctuality should be presumed until the contrary be shown." To be supported by Messrs. Baker and Saunders; to be opposed by Messrs. Blunt and W. Girling.

THE LAW STUDENT'S DEBATING SOCIETY.

THIS society met as usual on Tuesday evening at the Law Institution, Chancery-lane. Messrs. McColla and Baker were duly elected members of the society. The question appointed for discussion was No. 559 legal, "If A., being a partner in a firm, retire from the partnership, and as a consideration for so retiring receive a share of the net profits during his life, is he liable to third persons, as a partner, although his name do not appear?" After considerable discussion, the question was decided in the negative.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

The Committee have resolved to recommend this society to join the Legal Practitioners' Society. The secretary promises to inform us of the result.

LEGAL EXTRACTS.

THE POWER OF A MORTGAGOR TO SERVE A NOTICE TO QUIT.

THE state of the law, on a subject of vital importance to owners of landed property in this country, has been clearly defined by a very recent decision of the Court of Exchequer. The case to which we refer was that of *Stacpoole v. Parkinson*, decided on the 5th Nov. in last year. The judgment of the Lord Chief Baron contained an exhaustive survey of the facts of the case, as well as an able exposition of the law on the subject. The circumstances under which the case arose were as follows: The defendant was land agent over the estate of Mr. Stacpoole, one of the plaintiffs, but was himself a tenant under Mr. Stacpoole of a portion of his demesne lands. During this tenancy, a mortgage was executed of the estate by the plaintiff to a Mr. Harvey, but it appeared that the defendant was perfectly aware of the mortgage and all its attendant circumstances. In the ordinary course of events, the mortgagor remained in possession of the lands, punctually paying to the mortgagee the interest reserved. On the 16th Jan., 1873, the mortgagor, being desirous of obtaining possession of the land occupied by the defendant, served upon him a notice to quit, signed by the mortgagor, and in his name requiring the defendant to give up the possession of the demesne lands held by him to the mortgagor. The defendant, thereupon, had an interview with Mr. Harvey, the mortgagee of the estate, and inquired whether he had been informed of the notice to quit. Mr. Harvey replied in the negative, and observed that it was no matter of his, but rested between the defendant and Mr. Stacpoole. In due course an ejectment was brought on this notice to quit, Harvey, the mortgagee's name, being properly joined with that of the mortgagor as co-plaintiff. It was proved at the trial that, to the knowledge of the mortgagee, and without objection on his part, ejectments had from time to time been brought by the defendant acting as land agent to Mr. Stacpoole, in Mr. Stacpoole's name, against tenants of lands comprised in the mortgage; and, furthermore, that the defendant had actually himself surrendered to Mr. Stacpoole, after the execution of the mortgage deed, other lands which were comprised therein, which had been held by the defendant as tenant from year to year under a tenancy created previously to the mortgage. At the assizes the result of the trial was a verdict for the plaintiffs, leave being reserved to have the verdict changed into one in favour of the defendant, in case he was found by the court to have been entitled to a direction. The Court of Exchequer, however, held he was not entitled to any such direction, the Chief Baron holding that the mortgagor was a stranger at law to the tenancy, that its determination could not lie with him without the authority of the mortgagee, and then only as his agent. But, the Chief Baron considered that the evidence was sufficient to establish the general authority in the mortgagor to determine tenancies on the mortgagee's behalf. The defendant relied principally upon the case of *Miles v. Murphy* (5 Ir. L. T. Rep. 174), in which it was decided by the Court of Queen's Bench that a mortgagor remaining in possession after the day of default has passed, receiving the rents and giving receipts in his own name, cannot by notice to quit signed by himself only, determine a tenancy which existed at the time of the execution of the mortgage. That case was distinguished from the present case by the Chief Baron, because in the present case the whole point turned, not upon the relation of the parties, but upon substantive evidence of express authority. The defendant, then, relied on the fact that the notice to quit was insufficient, not purporting upon its face to have been on behalf of the mortgagee, even assuming the general authority to have been sufficient. Upon this point, however, the judgment of Mr. Justice Lush in *Jones v. Phipps* (L. Rep. 3 Q. B., 572) was conclusive; there he held that it is not essential to the validity of a notice to quit by a general agent that his agency shall appear upon the face of the document itself. Mr. Baron Dowse in his judgment in the present case, although admitting that *Jones v. Phipps* was an authority in the present case, yet expressed himself in a manner which showed that he entertained doubts on the correctness of that decision. The Chief Baron, however, did not hesitate in adopting the decision of Mr. Justice Lush, to which he alluded in terms of the strongest approbation. He, also, observed that the decisions under the 4th section of the Statute of Frauds, and Lord Tenterden's Act, that the

signature of an agent in his own name of a contract on the face of which neither the fact of the agency nor the name of the principal appears is sufficient, are applicable with great force to the signature of a notice to quit under section 58 of the Land Act, because in the former case the names of the contracting parties must necessarily appear, whilst the notice mentioned in the Land Act does not necessarily comprise either the party on whom, or by whom such notice has been served. We think there can only be one opinion as to the wisdom and expediency of the decision of the Court in the present case; had the defendant's contention been admitted, it would have been a stretch of the narrow technical rule by which so much injustice is frequently done in ejectment trials. Everyone who has had much experience in trials of this nature must be aware of how frequently parties, who are to all intents and purposes of every-day life the real owners of the lands, are prevented from recovering back lands from their tenants, because a mortgage may exist on their estate, probably not for one-tenth part its real value, and the legal adviser of the landlord has not been informed of this fact, which, indeed, to an unprofessional mind must present itself as of a nature totally distinct and separate from the power of the owner to bring an ejectment. The fact is frequently only discovered at the trial, and causes all the trouble and expense of a *Nisi Prius* trial to go for nothing. The present case shows that the Court of Exchequer, at any rate, will not show themselves astute in picking up legal quibbles of this nature, which can, by no possibility, conduce to real justice being done between the parties.—*Irish Law Times*

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

H. H. JOY, ESQ., Q.C., LL.D.

THE late Henry Holmes Joy, Esq., Q.C., LL.D., formerly of Mountjoy-square, Dublin, who died at Tunbridge Wells on the 28th ult., in the seventieth year of his age, was the third son of the late Henry Joy, Esq., of Belfast, by Mary Isabella, daughter of John Holmes, Esq., of Belfast. He was born at the Lodge, Belfast, in the year 1805, and was educated at the Belfast Academy, under Dr. Bruce, and afterwards at Trinity College, Dublin, where he gained various prizes, both in classics and science, and where he graduated B.A. in 1829, and proceeded M.A. in 1841, LL.B. and LL.D. in 1856. He kept the appointed terms at Lincoln's-inn, London, and at King's-inn, Dublin, and was called to the Irish Bar in Hilary Term 1827. In 1835 he was appointed one of the commissioners for the Dublin Election, and he was also on the Curragh Camp (Kildare) Commission. He first became known to the public by the able manner in which, as commissioner appointed by Parliament, he conducted a very prolonged and arduous inquiry into the evidence connected with the disputed election of Daniel O'Connell. Dr. Joy was invited on one occasion to offer himself as a candidate for the representation of his native town in the House of Commons, and likewise on another occasion for the borough of Carrickfergus. At one election he addressed the constituency of the University of which he was a member, but subsequently retired in favour of another candidate who had been earlier in the field. Dr. Joy was appointed a Queen's Counsel in 1849, and was leader of the north-east circuit of Ireland for some time before his retirement from the Bar. Dr. Joy was selected not many years ago—as was generally understood, by Her Majesty's Government in London—to fill the office of Solicitor-General in Ireland, solely on the ground of his legal knowledge and ability, for he had never taken any active share in politics, although as we have stated above, he had more than once the opportunity offered him of entering Parliament, but that selection was afterwards set aside. Dr. Joy was the author of several legal essays, which were favourably received by the Profession, touching as they did upon some interesting questions connected with ethico-legal evidence, criminal jurisprudence, and constitutional law, and upon the principles of a sound legal education. Amongst these was one "On the Admissibility in Evidence of the Confessions of Prisoners in Criminal Cases, and the Challenge of Jurors." He also published some "Letters on Legal Education, addressed to the late Right Hon. George A. Hamilton, M.P.," and "A Letter to the late Lord Lyndhurst on the exercise of the Prerogative on the Appointment of Sheriffs under the Viceroyalty in Ireland." This formed the subject of an ani-

mated debate in the House of Lords, Lord Lyndhurst making much use of the letter. One who knew him well writes: "He was a man of cultivated taste and very extensive knowledge, retiring and refined, thoroughly upright, and, above all, simple and sincere in heart and life, and constantly engaged in quietly doing good." He married, in 1830, Miss Catharine Anne Ludlow, daughter of the late Mr. Serjeant Ludlow, formerly of the Oxford Circuit, and afterwards of the Bristol Bankruptcy Court, by whom he has left a family of four sons and six daughters. His eldest son is the Rev. Henry Joy, Vicar of Bampton-Lew, Oxon.

E. WARNER, ESQ.

THE late Edward Warner, Esq., barrister-at-law, of Higham Hall, near Woodford, Essex, and of Grosvenor-place, London, who died on the 7th inst., at Brighton, in the fifty-seventh year of his age, was the eldest son of the late Edward Warner, Esq., of Walthamstow, Essex, by Mary, daughter of the late George Pearson, Esq., of Jamaica. He was born in the year 1818, and was educated at Wadham College, Oxford, where he graduated B.A. in 1840, obtaining first-class honours in mathematics, and gaining two open mathematical scholarships. He took his M.A. degree in 1844, and was called to the Bar by the Honourable Society of Lincoln's-inn in Easter Term in 1850. Mr. Warner was a magistrate and deputy-lieutenant for Essex, and a magistrate for Middlesex, and for some time a director of the Credit Foncier and Mobilier of England, the Belgian Works Company, &c. He was also a Fellow of the Royal Geographical Society, and the author of a pamphlet on "The Representation of the Working Classes." Mr. Warner, who was a Liberal in politics, was one of the representatives of Norwich in the House of Commons from 1852 till 1857, and again from 1860 till the General Election in 1868, when he retired. He married, in 1848, Maria, daughter of Thomas Carr, Esq., of the county of Wexford, and widow of J. Hibbitts, Esq., by whom he has left a family to lament his loss.

J. FARQUHAR, ESQ.

THE late James Farquhar, Esq., of Hallgreen, Kincardineshire, and Sunnyside, Surrey, formerly a proctor in Doctor's Commons, who died on the 8th inst., at his residence, near Reigate, in the seventieth year of his age, was the eldest son of the late William Farquhar, Esq. (who died in 1837), and nephew of the late James Farquhar, Esq., M.P., of Hallgreen, whose property he inherited; his mother was Elizabeth, daughter of Alexander Hadden, Esq., of Aberdeen, and he was born in the year 1805. Mr. Farquhar was educated at the Charterhouse, and was admitted a solicitor in Easter Term 1829; he was for many years a partner in the firm of Messrs. Sladen, Glennie, Farquhar, and Sladen, proctors and notaries, of Bennett's-hill, Doctor's-commons, from which he retired a few years ago. Mr. Farquhar was a magistrate and deputy-lieutenant for the county of Kincardine, and also a magistrate for Surrey. He was twice married; first in 1835, to Miss Anne Sladen, daughter of the late Joseph Sladen, Esq., of Lee, Kent; and secondly, in 1863, to Diana Octavia, daughter of the late David Scott, Esq., of Brotherton, Kincardineshire. His eldest son, Captain James Farquhar, late of the 10th Regiment, married Elizabeth, daughter of the late Rev. A. B. Mesham, rector of Wootton, Kent.

R. HUNT, ESQ.

THE late Roger Hunt, Esq., solicitor, who died at Lower Clapton, on the 15th ult., in the eighty-second year of his age, was the only son of the late Roger Hunt, Esq., formerly of Hackney, a merchant in the City, by Elizabeth, daughter of William Drury, Esq. He was born at Nottingham, in the year 1793, and was educated at Clapton, under Dr. Heathcote. Mr. Hunt was admitted a solicitor in 1819, and was for many years the manager of the Chancery business in the office of Messrs. Freshfield, solicitors, Bank-buildings, and their valued friend. The deceased gentleman was never married. His remains were interred in the family vault in Hackney Churchyard.

A. T. UPTON, ESQ.

THE late Archer Thomas Upton, Esq., solicitor, of Austinfrairs, London, who died on the 7th Jan., at his residence, Priory Leas, Folkestone, in the seventy-fourth year of his age, was the second son of the late James Upton, Esq., a medical man of considerable eminence in the city of London. He was born in the year 1801, and was educated at Hyde Abbey School, Winchester. Admitted a solicitor in 1822, Mr. Upton outlived most of his contemporaries. His career as a solicitor commenced almost simultaneously with his admission, and was represented by half a century of labour,

beginning as a junior and ending as the senior member of the well-known firm to which he belonged. Equally well versed in the three great branches of the law, Mr. Upton was from circumstances obliged to devote himself principally to what is known as family business, and he was among the first of those solicitors in the city who bridged over the barrier between the East and the West, and caused themselves to be no longer exclusively identified with commercial business. Unable from the circumstances to which we have referred to take any prominent part in legal politics, no one had a keener interest in everything which affected the welfare of the Profession. One who was intimate with Mr. Upton says, "He was a practical reformer, carrying out in everyday life real and useful reforms, of the need of which he was always ready to be convinced. His industry and learning, his powerful mind, untiring energy, and wonderful memory, will not soon be forgotten by those who ever found in him a judicious adviser and a true friend."

MR. H. W. PRATT.

THE late Mr. Henry Walter Pratt, who died on the 6th inst., at St. Mary's Cray, Kent, on his twentieth birthday, was the youngest son of the late W. H. Pratt, Esq., of Freetown, Sierra Leone, West Africa. The deceased was a law student of the Inner Temple, and was a young man of considerable promise.

J. R. ALLEN, ESQ.

THE late John Roy Allen, Esq., barrister-at-law, of Lyngford House, Taunton, Somerset, who died on the 10th inst., at Weston-super-Mare, in the seventy-seventh year of his age, was the eldest son of the late John Allen, Esq., and was born in the year 1799. He was educated at Pembroke College, Cambridge, where he graduated B.A. in 1821, and proceeded M.A. in 1825. Called to the Bar by the Honourable Society of the Inner Temple in Hilary Term, 1826, he practised for some time in chambers in the Temple, and held for many years the Recordership of Taunton and Andover. Mr. Allen, who was a magistrate for Somerset, was married, and has left a daughter, who is the wife of Major Ralph Shuttleworth Allen, of Hampton House, Somerset, M.P. for the eastern division of that county.

G. COCHRANE, ESQ.

THE late George Cochrane, Esq., barrister-at-law, who died in Vale-place, South Kensington, on the 27th ult., in the seventy-fifth year of his age, was born in Madras in the year 1800. Coming to England at an early age he was educated at a private school at Sydenham, and afterwards entered at Queen's College, Cambridge. He was called to the Bar by the Honourable Society of the Middle Temple in Easter Term 1833, and practised for some years as an equity draftsman and conveyancer. In early life, Mr. Cochrane accompanied the late Earl of Dundonald to Greece and South America, and for his services in the former country was created a Knight of the Royal Greek Military Order of the Saviour, and also received the Order of Merit. He married in 1849, Anne Frances, daughter of Colonel John Smith, by whom he has left two sons, Mr. Basil Arthur Cochrane, barrister-at-law, of Lincoln's-inn, and Mr. George Leigh Cochrane, barrister-at-law, of the Inner Temple. The remains of the deceased gentleman were interred in Kensal Green Cemetery.

S. B. JACKAMAN, ESQ.

THE late Simon Batley Jackaman, Esq., solicitor, and coroner for Ipswich, who died on the 6th inst., at his residence in that town, was the son of the late Mr. Jackaman, solicitor of Ipswich, and was born in the parish of St. Nicholas, Ipswich, towards the close of the last century. He was admitted a solicitor in Hilary Term 1822, and in the following year was appointed coroner for the borough, the duties of which office he efficiently performed for a period of fifty years, having resigned in 1873. He was for many years an assessor to revise the burgess lists, and he was also a commissioner to administer oaths, and a perpetual commissioner. As a lawyer, Mr. Jackaman was remarkable for soundness of judgment, combined with great acuteness. His knowledge of law was both exact and extensive. He always succeeded in winning the confidence of his clients, and for more than half a century he conducted an extensive practice in his native town. As a mark of the esteem in which Mr. Jackaman was held by his professional brethren, the solicitors of Ipswich a few years ago met and presented him with a testimonial, the occasion being the completion of Mr. Jackaman's fifty years in the active practice of his Profession. Mr. Jackaman, who was a staunch Conservative in politics, married a daughter of the late Mr. William Mason, by whom he had a family of two sons and five daughters, all of whom are living. Mr. W. B.

UTHALL, DANIEL, jun., grocer, Narborough. March 24, at twelve, at office of Sol. Conlon, Kings Lynn
PAINTER, ALFRED ALBERT, warehouseman, Falcon-st. Pet. March 3. March 22, at three, at the Chamber of Commerce, 145, Cheapside. Sol. Mason, Gresham-st
PARKINSON, GEORGE ERNEST, commission agent, Old Change. Pet. March 9. March 31, at twelve, at the Mason's Hall tavern, 10, Avenue, Basinghall-st. Sol. Gammon, Barge-yd, Bucklersbury

PERKIN, BENJAMIN, bootmaker, Bideford. Pet. March 10. March 27, at twelve, at offices of Sols. Smale and Pike, Bideford.
POPPELSTONE, SAMUEL, baker, Bristol and Wedmore. Pet. March 8. March 25, at half-past three, at the George and Railway Hotel, Bristol. (Sol. Rogers, Bristol.)

March 25, at twelve, at the Chamber of Commerce, 145, Cheap-
side. Sols. Carr, Bannister, Davidson, and Morris, Basinghall-
street
REEVES, JONAH, boot manufacturer, Birmingham. Pet. March
9. March 24, at three, at office of Sol. Fitter, Birmingham
ROSE, ISAAC BOWMAN, and ROSE, RICHARD, confectioners, St.
Helen's. Pet. March 8. March 24, at twelve, at office of A. S.
Mather, Commerce-st, Harrington-st, Liverpool. Sols. Barrow

and Cook, St. Helen's.

ROSE, JAMES FREDERICK WATKINSON, colonial broker, Great North-st., 10. Pet. March 10. March 10, at two, at office of Sol's. Routh and Stacey, Southampton-st., Bloomsbury.

SAMUEL, HENRY, general dealer, Sunderland. Pet. March 9. March 20, at ten, at offices of Sol. Hope, Sunderland.

SANDFORD, JOHN, fish and shell dealer, Liverpool. Pet. March 10. March 30, at twelve, at office of Sol. Carruthers, Liverpool.

SHAW, WILLIAM HENRY, stuff merchant, Bradford. Pet. March 9. March 24, at eleven, at office of Sol's. Wood and Killick, Bradford.

SMALLWOOD, JOHN, and SMALLWOOD, WALTER, fish hook manufacturers, Redditch. Pes. March 10. April 2, at three, at office of Sol. Walford, Birmingham.

SMITH, HENRY, late victualler, Everton. Pet. March 10. April

9, at three, at office of Sol. Lowe, Liverpool
SUMMERFIELD, JOHN, iron caster, Birmingham. Pet. March 9,
 March 25, at three, at offices of Sol. Parry, Birmingham
SWAINSON, GEORGE SWINBURNE, innkeeper, Sawrey, in Hawks-
 head. Pet. March 9. April 2, at eleven, at the Commercial
 hotel, Kendal. Sols. Messrs. Harrison, Kendal
SWAINSON, JANE, and **SWINSON, GEORGE SWINBURNE**, wood
 merchants, Cunsey, in Hawkshead. Pet. March 9. April 2, at
 eleven, at the Commercial hotel, Kendal
TAYLOR, JOHN, crusher, Hesthroke, and Weston. Pet.
 March 10. March 31 at half past eleven, at office of Sol. Wilson

TAYLOR, WILLIAM, greengrocer, Hulme. Pet. March 9. March 24, at three, at the Arcade hotel, Manchester. Sol. Law, Manchester

TREHARNE, GWILLIM, innkeeper, Aberavon. Pet. March 9. March 20, at the Townhall, Neath. In lieu of the place originally

WADHAMS, SAMUEL, farmer, Handsworth, also Wistanswick.

WADHAMS, WILLIAM, farmer, Walsall. Pet. March 8. March 25 at two, at the Midland hotel, Birmingham. Sol. Hawkes, Bir-

WATSON, MARIAN. lodging-house keeper, Gunnersbury. Pet.

March 3. March 22, at three, at office of Sol. Grout, Suffolk-lane, Cannon-st.

WATKINS, RYAN, general merchant, Great Peter-st., Westminster, and Falcon-lane, Battersea. Pet. March 11. March 31, at two, at office of Sol. Briant, Winchester House, Old Broad-st.

WHITE, HENRY, carpenter, Great Kimble. Pet. March 10. March 25, at two, at office of Sol. Cresswell, 10, Abchurch-lane.

WHITTY, ELI, baker, South Perrott. Pet. March 8. March 25, at twelve, at office of Sol. Messrs. Watts, Yeovil.

WIDGLEY, JOHN, brewer, 10, St. Andrew-st. Pet. March 25. March 25, at one, at office of Sol. Barber and Hughes, Bangor.

WOOD, ISAAC, provision dealer, Beswick. Pet. March 9. March 25, at three, at the Arcade hotel, Manchester. Sol. Law, Manchester.

WYATT, JAMES, jun., builder, Salford. Pet. March 10. April 5, at three, at office of Sol. Credland, Manchester.

YOUNGMAN, ARTHUR, brewer, 10, St. Andrew-st., Beswick. Pet. March 25. April 1, at two, at office of Sol. Barnard, White

ZIMBAL, EZEKIEL, outfitter. Liverpool. Pet. March 10. March

81, at three, at office of Sol. Nordon, Liverpool

2. IGOMALAS, NICHOLAS GEORGE, and GHIUCAS, NICHOLAS
PANDIA, merchants, Fenchurch-st. Pet. March 9. March 25
at three, at office of Good and Daniels, accountants, 7, Poultry,
Sols. Walter, Moojen, and Son

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ABRAHAM, MICHAEL, dealer in cigars, Beaumont-arg, Mile End.
Pet. March 9. March 31, at three, at office of Sol. Green, Green.

AUSTEN, WILLIAM, marine store dealer, Folkestone. Pet. March 11. March 27, at two, at the King's Arms Hotel, Folkestone. Sol. Minter, Folkestone

AWBRY, GEORGE HILL, tailor, Carmarthen. Pet. March 13. March 13, half-past ten, at office of Sols. Green and Griffiths, Carmarthen

BADRICK, JAMES HENRY, salesman, West Gorton. Pet. March 11. April 1, at three, at office of Sol. Rylance, Manchester

BANCROFT, CHARLES, agent, Manchester, Hulme. Pet. March 13. March 13, at four, at office of Sol. Green, Manchester

BARNES, JOHN, draper, Chorley. Pet. March 11. March 22, at eleven, at office of Sol. Morris, Chorley

BARTON, JOSHUA, publisher, Cambridge. For March 11. April 1, at twelve, at office of Sols. Fitch and Jarrold, Cambridge

BARNES, GEORGE, builder, North End, in the par. of Portsea.
 Est. March 12. March 20. at four at Tottenham's Commemora-

Pet. March 12. March 30, at four, at **Totterdell's Commercial hotel, St. George's-sq, Portsea.** Sol. King, Portsea

BEAL, ELIZABETH, lodging house keeper, **Scarborough.** **Pet. March 12.** March 31, at half-past eleven, at offices of Sol. **Williamson, Scarborough**

BERRY, ELIZABETH, widow, innkeeper **Stokesley.** **Pet. March**

10. March 31, at twelve, at offices of Sols. Newby, Richmond.

BLOW, JOSHUA, commercial clerk, Trinity-sq. Southwark. Pet.
March 11. March 31, at three, at office of Sols. Plesse and Son,
Old Jewry-chmbs

April 1, at three, at the offices of Holloway, accountant, 173, Ball's Pond-road, Islington. Sol. Fenton, Albion-ter, King'sland

BOWEN, THOMAS, Auctioneer, Swansea. Per March 11. March 27, at eleven, at offices of Sol. Woodward, Swansea

BRANDRAM, SAMUEL, wine merchant, Stokes Hall, Ham, Pall Mall. Victoria-rd. Surbiton. Aldershot. Mincing-la. Junior St.

James's Club, St. James's-st. Pet. March 12. April 5, at twelve, at the Guildhall Tavern. Sols. Walters, Young, Walters, and Devereall, New-egg, Lincoln's-Inn

BRADSHAW, LILLY, milliner, Worcester. Pet. March 11. April 1. Eleven, at office of Sols. Frederick and Henry Corbett, Worcester

BROWN, JOSEPH HEARFIELD, drysalter, Bolton. Pet. March 13. March 31, at three, at office of Sol. Rutter, Bolton

BROWN, WALTER, watch manufacturer, Birmingham. Pet. March 12. March 31, at three, at office of Sol. Rowley, Birmingham

BUNN, JOHN CHARLES, paymaster-sergeant of militia, Gilegate Barracks, Durham. Pet. March 11. March 31, at half-past one, at the New-castle Hotel, March-place, Durham. Sol. at the New-castle Hotel, Tyne

BURNS, EDWARD, commission agent, Higher Broughton. Pet. March 13. April 7, at three, at office of Sol. Ward, Manchester

BUTLER, CHARLES, pork butcher, Oxford. Pet. March 10. March 30, at two, at 26, Pembroke-st, Oxford. Sol. Cooper, Charing-cross

CHITTENDEN, STEPHEN, baker, Sittingbourne. Pet. March 13. April 2, at eleven, at office of Sol. Gibson, Sittingbourne

COMFORT, WILLIAM L. grocer, Manchester. Pet. March 11. Bradford. Pet. March 12. March 30, at eleven, at office of Sols. Terry and Robinson, Bradford

CURRIE, WALTER WILLIAM, draper, Isle of Wight. Pet. March 6. March 34, at two, at office of Edmonds, Davis, and Clarke, accountants, 10, Abchurch-lane, New York, Isle of Wight. Sol. Beckinside, Isle of Wight

COPESTAKE, GEORGE, sen., china manufacturer, Longton. Pet. March 10. March 25, at three, at offices of Sol. Welch, Longton.

DALE, JAMES, butcher, Wyke, Carlisle. Pet. March 12. March 31, at three, at the Bedford Tavern, Sydenham-rd., Croydon. Sol. Arnold, Croydon.

DAVIES, EDWARD, draper, Knighton. Pet. March 12. March 30, at half-past eleven, at the Craven Arms hotel, Shropshire. Sol. Corner, Hereford.

DIDDAMS, EDWARD GEORGE, glass dealer, Stourbridge. Pet. March 11. March 31, at eleven, at office of Sol. Wall, Stourbridge.

DONSWORTH, JOHN, grocer, Sunderland. Pet. March 11. March 30, at three, at office of Sol. Bell, Sunderland.

DYSON, CHARLES WOOD, clerk, Gainsborough. Pet. March 10. April 5, at eleven, at office of Sol. Bladon, Gainsborough.

EARDLEY, JAMES, licensed victualler, Stoke-upon-Trent. Pet. March 10. March 25, at twelve, at the Coopers' Arms Inn, Copeland-st., Stoke-upon-Trent. Sol. Singleton, Sheffield.

ELWORTHY, ALFRED, clerk, Malpas-rd., Deptford. Pet. March 8. March 24, at two, at office of Sol. Peterson, Alfred-pk., Tottenham-Court-rd.

EMERY, EDWARD WILLIAM, upholsterer, Colchester. Pet. March 11. April 9, at twelve, at the Guildhall tavern, Gresham-st., London. Sol. Smith.

EVANS, JANE, widow, in par. Llanyllynfi. Pet. March 11. March 27, at one, at offices of Sols. Picton, Jones, and Roberts, Carnarvon.

FERGUSON, GEORGE BURBRIDGE, malster, Market Lavington. Pet. March 12. March 27, at eleven, at offices of J. A. Randall, Exchange-pk., Devizes. Sol. Day, Devizes.

FINCH, ROBERT, miller, Leavenworth. Pet. March 12. April 1, at two, at office of Sol. Cardiac, Halesstead.

FORD, RUFUS ALFRED, draper, Bath. Pet. March 11. March 25, at two, at offices of Messrs. Williamson and Co., accountants the Exchange, Bristol. Sols. Brittan, Press, and Inskip, Bristol.

FRENCH, WILLIAM HENRY, merchant, Fenchurch-st. and Sudbury. Pet. March 9. March 24, at two, at office of Sol. Swaine, Cheapside.

GALE, HENRY WILLIAM, gentleman, Woolston, in the par. of St. Mary Extra. Pet. March 10. March 27, at two, at office of Sol. Best, Southampton.

GIBBONS, JAMES, licensed victualler, Wolverhampton. Pet. March 13. March 31, at eleven, at office of Sol. Stratton, Wolverhampton.

GREGORY, ELISHA, builder, Bristol. Pet. March 10. March 23, at two, at office of Sol. Buckland, Bristol.

GRIEVES, JOSEPH, Harley-gardens, Brompton, and LOVERIDGE, FREDERICK, Abbey-rd., St. John's Wood, wholesale cheesemongers, Wood-st., Westminster. Pet. March 11. April 1, at twelve, at office of Sol. Watney, Clement's-lane.

HAISALL, PETER, builder, Barrow-in-Furness. Pet. March 10. March 31 (and not March 29), at two, at the Royal Hotel, Strand, Barrow-in-Furness. Sol. Blair, Manchester.

HALLIWELL, JOHN, and HALLIWELL, THOMAS ODGEN, corn millers, Scollidge Mill, near Todmorden. Pet. March 11. April 1, at a quarter-past three, at the Mitre Hotel, Manchester. Sol. Messrs. Eastwood, Todmorden.

HANSON, THOMAS; JAGGER, JOHN; HELLIWELL, JAMES; and BOTTFORLEY, LEVI, stuff manufacturers, Halifax. Pet. March 12. March 24, at three, at the White Lion hotel, Halifax. Sols. Jubb and Storey, Halifax.

HANDS, DANIEL, and SCAMPTON, THOMAS, hosiery manufacturers, Leicester. Pet. March 9. March 31, at three, at office of Sols. Messrs. Toller, Leicester.

HARDING, HECTOR, surveyor, Farnham. Pet. March 9. March 25, at four, at office of Sol. Eve, Aldershot.

HASH, HENRY, licensed victualler, Beaulieu. Pet. March 11. March 30, at two, at office of Sol. Shute, Southampton.

HILL, JOHN, builder, Sheffield. Pet. March 12. March 29, at twelve, at office of Sol. Singleton, Sheffield.

HILLIER, HENRY BENTINCK CURRY, surgeon, Leckhampton. Pet. March 13. March 30, at three, at offices of Sol. Stroud, Cheltenham.

HODSOLL, WILLIAM, manager of beerhouse, New Brompton. Pet. March 8. April 2, at eleven, at offices of Sol. Hayward, Rochester.

HOLDERNESS, JOHN, coal dealer, Bardney. Pet. March 12. March 31, at half-past eleven, at office of Sol. Day, Boston.

HULME, JAMES, crate manufacturer, Fenton. Pet. March 10. March 25, at eleven, at offices of Sol. Welch, Longton.

JELLEY, GEORGE, draper, Great Grimby. Pet. March 8. March 24, at half-past one, at office of Messrs. Barber, Brothers, and company, public accountants, Alliance-chambers, Sheffield. Sols. Stephenson and Mountain, Great Grimby.

JENKINS, GEORGE WILLIAM, tailor, Wadsworth-rd., Pet. March 10. March 31, at two, at office of Henderson and Co., 72, Basinghall-st., Sol. Elliott, Vincent-sq., Westminster.

JONES, ALFRED, grocer, Bradford. Pet. March 11. April 5, at three, at offices of Hutchinson, Bradford.

KEYS, RICHARD, grocer, High-st., Marylebone. Pet. March 12. April 6, at three, at office of Lard and Betts, 46, Eastcheap. Sol. Chubb and Co., South-sq., Gray's Inn.

KINDRED, JOHN EDMUND, miller, Langham. Pet. March 12. March 30, at twelve, at office of Sol. Prior, Colchester.

KIRKBY, CHARLES, cabinet case maker, in par. Sheffield. Pet. March 13. March 31, at two, at offices of Sols. Broadhead, Wightman, and Moore, Sheffield.

LAWSON JOHN, saddler, Wingate. Pet. March 10. March 30, at three, at office of Sol. Bell, West Hartlepool.

LEES, WILLIAM, fruiterer, Birmingham. Pet. March 13. March 24, at twelve, at office of Sol. Rawlings, Birmingham.

LEWIS, HENRY, cigar importer, Oxford-st. Pet. March 12. March 31, at two, at the Inns of Court Hotel, High Holborn. Sols. Ford and Lloyd, Bloomsbury-sq.

LITTLEWOOD, THOMAS, out of business, Leamington. Pet. March 13. March 31, at three, at offices of Sols. Rowlands and Bagnall, Birmingham.

MARTIN, EDWARD, provision dealer, Exmouth-st. and Caledonian-rd. Pet. March 6. March 24, at three, at office of Lard and Betts, 46, Eastcheap. Sol. Messrs. Heathfield, Lincoln's Inn-fields.

MILLIGAN, JOHN, stonemason, Burton-upon-Trent. Pet. March 12. April 2, at two, at offices of Sol. Drewry, Burton-upon-Trent.

MORGANS, ALFRED EDWARD, chemical manufacturers, Mine Road and Cook, Bridgewater.

MOORE, DAVID, jobmaster, Felkistown. Pet. March 11. March 29, at twelve, at office of Sol. Watts, Ipswich.

NEWSTEAD, CHARLES TOFT, architect, York. Pet. March 11. March 29, at ten, at office of Sol. Cramble, York.

ORMAN, FRANK ARTHUR, commission agent, Port Carlisle, in the par. of Bowness. Pet. March 10. March 28, at three, at office of Sol. Bendie, Carlisle.

PAYNE, JACOB HUGH, exporter, Union-sq., Pockington-st., Islington. Pet. March 5. March 23, at three, at office of Sol. Cooper, Charing-cross.

PRETHARD, RICHARD, draper, Portinowric. Pet. March 8. March 25, at half-past one, at the Liverpool Arms hotel, Chester. Sols. Roberts, Bangor.

PROCTOR, ADAM, cattle dealer, Middle Rascen. Pet. March 10. March 30, at four, at office of Sol. Page and Padley, Market Rascen.

PULLINGER, GEORGE, grocer, Farnham. Pet. March 10. March 24, at one, at New-Inn Hall, Strand. Sols. Knight and Ward, Farnham.

READ, JOHN, grocer, Thames Ditton. Pet. March 10. March 27, at eleven, at office of Sol. Willis, Saint Martin's-st., Leicester-sq.

RHODES, JAMES, bone cutter, Sheffield. Pet. March 12. March 31, at three, at offices of Messrs. Clegg, Sheffield.

ROBINSON, JAMES, engineer, Sheffield. Pet. March 13. March 24, at twelve, at offices of Messrs. Appley and Lawson, Queen-st., Sheffield. Sol. Machen.

ROBERTS, THOMAS, innkeeper, Brynmawr. Pet. March 10. April 2, at twelve, at the Griffin hotel, Brynmawr. Sol. Browne, Brynmawr.

SHIELDS, JOHN, builder, South Shields. Pet. March 11. March 30, at two, at office of Sol. Day, South Shields.

SIMMONS, EDWIN, WALTER, upholsterer, King's Lynn. Pet. March 13. April 5, at three, at office of Sol. Chamberlain, Basinghall-st.

SMITH, JOHN ALEXANDER, painter, Manchester. Pet. March 11. April 5, at three, at office of Sols. Sutton and Elliott, Manchester.

SCOTER, JOSEPH, travelling draper, Warrington. Pet. March 13. April 2, at three, at offices of Sol. Bretherton, Warrington.

SPENCER, WILLIAM, provision dealer, Chorlton-upon-Medlock. Pet. March 13. April 2, at three, at office of Sol. Ritson, Manchester.

SWINBURN, THOMAS, grocer, Great Grimby. Pet. March 12. April 3, at eleven, at office of Sols. Grange and Winttingham, Great Grimby.

TAYLOR, GEORGE BROWN, boot maker, Royal Parade, Blackheath. Pet. March 9. March 24, at twelve, at office of Sol. Joyce, Woolwich.

TEMPLE, THOMAS, out of business, Middlesbrough. Pet. March 13. April 3, at eleven, at Mrs. Baker's Temperance Hotel, Bridge-st., Middlesbrough. Sol. Bainbridge, Middlesbrough.

TODD, ROBERT, jun., out of business, Stockton. Pet. March 10. March 25, at three, at office of Sols. Addenbroke, Middlesbrough.

TURNER, ROBERT, farmer, Eiland-cum-Greeland, in par. Halifax. Pet. March 12. March 23, at four, at office of Sol. Storey, Halifax.

WARDALL, CHARLES, labourer, Bransford Fen. Pet. March 8. March 30, at eleven, at office of Mr. George Jay, accountant, Bank-st., Lincoln. Sol. Page, jun., Lincoln.

WASS, SAMUEL, sen., butcher, Longton. Pet. March 10. March 25, at two, at offices of Sol. Welch, Longton.

WATSON, WILLIAM, beerhouse keeper, Stockton. Pet. March 11. March 27, at eleven, at office of Sol. Trotter, Stockton-upon-Tees.

WELCH, MARGARET, carting agent, Newcastle-upon-Tyne. Pet. March 12. March 24, at eleven, at office of Sol. Bush, Newcastle-upon-Tyne.

WILDING, GEORGE WILLIAM, plumber, High-st., Wanstead. Pet. Feb. 27. March 24, at three, at office of Cogswell, 13, Railway Approach, London Bridge. Sol. Rashleigh, St. George's-rd., Peckham.

WOOLHEAD, SAMUEL, book-keeper, Belle Vue Shelf, Pet. March 11. March 31, at eleven, at offices of Sols. Norris, Foster, and England, Halifax.

YEMM, AMOS, cab proprietor, Bristol. Pet. March 12. March 27, at twelve, at offices of Sols. Benson and Thomas, Bristol.

Orders of Discharge.

Gazette, March 9.

BURGESS and SOULBY, commission agents, Liverpool.

CHARLES, WILLIAM TAYLOR, steel roller merchant and manufacturer, Sheffield.

WALKER, WILLIAM BROADBELT, victualler, Great Peter-st., Westminster.

WRIGHT, DAVID, miller, Elmswell.

Gazette, March 12.

NIDDELL, WILLIAM, paper manufacturer, Whitechurch.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Harris, E. J. Lieut. in H.M.'s 17th Regiment, first and final, 12s. 6d. At Trust. D. McC. Stevens, Portsmouth-rd., Guildford.

Martin, J. cowkeeper, first and final, 6d. At Sols. Stone and Simpson, Fumbridge Wells.—Mess. M. S. wholesale jeweller, first, 3s. 6d. At offices of T. Hands and Co., 84, Park-st., Birmingham.

Posnett, H. Lieutenant in the army, first and final, 4s. At Trust. J. J. Saffery, 14, Old Jewry-chmbs.—Riches, J. builder, first and final, 1s. 10d. At Trust. L. Blake, Hall Quay-chmbs, Great Yarmouth.—Radcliff, J. draper, second and final, 7s. At Trust. J. Copland and C. Graham, 53, Standishgate, Wigan.—Scott, J. ship owner, first and final, 3s. 4d. At Trust. T. C. Squance, 31, Fawcett-st., Sunderland.—Snelcar, J. general draper, first and final, 4s. At offices of Davison and Co., accountants, Bewsey-st., Warrington.—Fleming, J. ironmonger, first, 1s. At Trust. Arkell, 291, Oxford-st.—Warner, J. grocer, first and final, 1s. At Sol. Claythills, Darlington.—Wrigley, J. and J. B. stock and share brokers, first and final, 83d. At Trust. J. R. Owen, 104, King-st., Manchester.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ARCHER.—On the 13th inst., at 440, Commercial-road east, the wife of Mr. William Archer, solicitor, of a son.

BOSANQUET.—On the 12th inst., at Quedgeley House, Gloucester, the wife of F. A. Bosanquet, barrister-at-law, of a daughter.

EVEREST.—On the 14th inst., at Walton-on-the-Hill, Epsom, Surrey, the wife of W. Alexander Everest, solicitor, of a son.

LEWIN.—On the 11th inst., at 13, Colchester-road, South Kensington, the wife of F. A. Lewin, Esq., barrister-at-law, of a daughter.

PINNIGER.—On the 13th inst., the wife of Broome Pinniger, of Newbury, solicitor, of a daughter.

SHEPHEARD.—On the 11th inst., at 13, Tavistock-street, Gordon-square, the wife of Walwyn Poyer B. Shephard, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.

WALLIS.—On the 13th inst., at the Rookery, Belvedere, Kent, the wife of C. Woodward Wallis, of the Middle Temple, barrister-at-law, of a daughter.

DEATHS.

MARRIOTT.—On the 10th inst., at Stowmarket, Suffolk, aged 79, John Marriott, solicitor.

WILKINSON.—On the 15th inst., at Bank House, Kendal, Westmoreland, aged 55 years, Elizabeth, the beloved wife of Charles Wilkinson, Esq.

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.W.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

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The Law and the Lawyers.

MR. SCLATER-BOOTH has announced his intention "to have the whole of the substantial amendments introduced into the Public Health Bill set forth and clearly explained in a paper which would accompany that measure, and would contain detailed references to every clause in which the substantial amendments occurred." This scheme which, if properly carried out, is likely to be as useful as we believe it to be entirely novel, is one which we hope may be generally followed in the case of all Government Bills of importance, and especially in the case of consolidation Bills. At any rate an explanatory "paper" is much more usefully issued before the passing of a Bill than after it as was the case with the Sanitary

Law Amendment Act 1874 (37 & 38 Vict. c. 89), which was so full of hard sayings as to the "Sanitary Acts" which it was intended to "explain and amend," that the Local Government Board was fain to issue an official circular explanatory of the explanation.—in doing which we cannot but think that the Government encroached a little upon the province of the judges.

THE issue raised by Dr. KENEALY's promised motion concerning the censure of juries by judges is, perhaps, wider than he contemplates. The verdicts of juries have in many recent instances been the cause of much surprise on the part both of the public and the Profession. Juries have been known to act from many motives other than the single motive of giving a verdict according to the evidence, and it is difficult for a judicial mind contemplating such a miscarriage of justice to refrain from giving expression to a certain amount of indignation. Whilst, therefore, it may be highly desirable that juries, so long as they exist, should have all possible freedom conceded to them, their constant abuse of that freedom may well suggest a doubt whether they should continue to be a part of the legal machinery in this country. In criminal cases, no doubt, danger might attend their abolition, but in civil cases unlimited liberty of obtaining new trials scarcely compensates for the loss inflicted by no verdicts at all, or verdicts palpably in conflict with the evidence. When juries are censured by the Bench it is absolutely certain that they are wrong. Censure of one jury must have a good effect upon other juries, who will be more careful in considering the evidence. Judges are not to be gagged, and if Parliament is to be appealed to upon every trifling exhibition of judicial temper, the life of a Judge will become intolerable.

AFTER all that we have heard of the superiority of Equity over Common Law in relation to "discovery," it is somewhat surprising to learn from *Hill v. Campbell and Wife* (32 L. T. Rep. N. S. 59), that a case may arise in which a court of common law will be more liberal than a court of equity in forcing one party to a cause to "disclose his hand" to the other. The action was for libel, and the plaintiff, having been a domestic in the service of the defendants, had obtained another place upon a character given by the male defendant. Afterwards the female defendant had written a letter (being the alleged libel) to the plaintiff's new master, who upon and in consequence of such letter, discharged the plaintiff. An application for inspection of the letter on the part of the plaintiff, under 14 & 15 Vict. c. 99, s. 6, was resisted by the female defendant on the ground that the letter might tend to criminate her; but Baron BRAMWELL refused to entertain the objection unless the defendant would make an affidavit in support of it, which she declined to do, and the order for inspection was thereupon made. The majority of the Court of Common Pleas (Lord COLERIDGE, C.J., and GROVE, J.) held that Baron BRAMWELL had no power to make the order for inspection, because a court of equity would not have granted discovery. "There is," said Lord COLERIDGE, "no case in which a defendant in equity has ever been compelled to answer as to matters which will expose him to an indictment for libel." The court therefore rescinded the order; but the curious point in the case (which is useful more as an illustration and for its review of the authorities than as a decision) is that the court appeared to be unanimous that the order for inspection might have been made if the plaintiff had applied under ss. 50 and 51 of the Common Law Procedure Act 1854.

A VALUABLE appendix to the final report of the Labour Laws Commission has just been printed, containing a memorandum by Mr. HUGHES on the Master and Servants Act 1867; a table of cases, being 54 in number, under the Criminal Law Amendment Act 1871; a like table of cases, being 204 in number, under the Act of 1862; extracts from the summing-up of Baron AMPHLETT in *Reg. v. Halliday*, tried at Lancashire Spring Assizes, 1874; and, finally an abstract of the Second Report. All attainable information may now be said to be before the Legislature, so that Mr. Cross's promised Bill may very soon be expected. We may assume that the perplexing schedule to the Act of 1867 will disappear, and that the descriptions of contract to which the statute is to apply will be specified in the new Bill. Indeed, unless Mr. Cross is prepared to do this, we hope that the Act of 1867, which it cannot be too carefully borne in mind is only temporary, will be allowed to die a natural death. But, assuming this necessary alteration made, the crucial question will remain of how to deal with sect. 14, which makes the breach of contract penal. The special reasons which have been urged for this are stated by Mr. HUGHES to be (1) that the damage resulting from the breach of a workman's contract often far exceeds the value of his own services, and (2) that the property of a workman is not, as a rule, sufficient to liquidate the damages which may be recovered against him. As to this Mr. HUGHES remarks with much force: "The leading principle of recent legislation in England has been that men shall not be imprisoned because they cannot pay their debts, but only if they can, and will not. Solvency (or at any rate supposed solvency) is the ground for imprisonment in all other cases, but in the case of trade offences insolvency." Mr. HUGHES pro-

poses to repeal sect. 14, and submits in substitution for it a clause of his own, which is also penal, but is to operate only in case of a "culpably negligent" breach of contract, occasioning either injury to property or danger to life or limb. Whether an amendment of this kind would satisfy workmen we cannot say, but if Mr. HOWELL, of the "Trades Union Parliamentary Committee," is entitled to speak in their name, we should imagine not. Mr. HOWELL, in a letter to the Secretary of the Commission, declining to give evidence, says: "A breach of contract, as such, should bear its just and proper punishment, but this 14th section of the Master and Servants Act 1867, is contrary to the whole tenor of English law, and nothing but its entire abrogation will satisfy the just demands of the British workman." (Appendix, part iv., p. 105.) On the other hand, Mr. SIMONS, a solicitor, having "been largely engaged both for employers and employed," and having "formed upon this matter a perfectly independent and impartial opinion," said, in evidence, "If the 14th section be not maintained in its integrity, I hold that great peril will be caused to the orderly conduct of labour."

THE legal relations of the sheriff, his execution creditor, and the trustee in bankruptcy were well illustrated by *Ex parte Harper, Re Bremner*, which was decided by the LORDS JUSTICES at a recent sitting. More than fourteen days after the sheriff had taken possession, a petition for liquidation was presented, a receiver appointed, and an injunction to the sheriff not to sell granted. This was followed by an adjudication, upon which the sheriff gave up possession to the trustee, who sold the goods. HARPER then brought an action against the sheriff, who successfully defended himself by pleading the proceedings in bankruptcy. Thereupon he applied for an inquiry under the receiver's undertaking as to damage. Lord Justice MELLISH held that the injunction under sect. 13 was merely to keep things *in statu quo*, and that the appointment of the receiver did not change the rights of the parties; that goods taken in execution do not become the property of the creditor; nor is the sheriff a trustee to hold them for the creditor. Consequently, if they are wrongfully given up by the sheriff, they cannot be followed as impressed with a trust, though the sheriff may be liable to an action. Lord Justice JAMES said that if both parties had submitted to the jurisdiction of the Court to save expense, the Court of Bankruptcy ought to have decided the question. Lord Justice MELLISH thought that HARPER alone might have appealed for the equitable interference of the Court. But both the Lords Justices held that HARPER, having pursued his remedy by action, had made his election, and must abide thereby.

MR. DISRAELI recently informed the House of Commons amid "loud laughter," that the LORD CHANCELLOR would, after Easter, inform the House of Lords what course the Government proposed to take with reference to the Judicature Act of 1873. Whether recollections of the pictorial art of a comic contemporary caused the laughter we cannot say, but, looking to the extreme difficulty of the task before the Government, we are not surprised by the ministerial announcement being so long deferred. Assuming that the appellate jurisdiction of the House of Lords is to be retained, Lord CAIRNS will have to solve the problem of combining it with (1) continuity of sittings, (2) compulsory attendance of a sufficient number of law lords, and (3) exclusion of lay lords. How many were the attempts, from 1830 to 1849, to solve one or more of these problems, and how they all failed, may be seen from Lord ST. LEONARDS' History of the Law of Property as administered in the House of Lords (A.D. 1849). In 1856 a desperate endeavour to strengthen the law lords by creating Lord WENSLEYDALE a peer for life was frustrated by Lord LYNTHURST. The speeches of the law lords in the House upon Lord LYNTHURST's motion may be said to exhaust the learning on the subject. One remark of Lord GRANVILLE is peculiarly interesting at the present time. That noble Lord stated that in 1851 a life peerage was offered to a distinguished judge, who declined it chiefly upon the ground that "he knew the acceptance by him of such a peerage would be unpopular among his learned brethren." The Select Committee of 1856, however, recommended the creation of "not more than four Life Peers," and the Committee of 1872, consisting of about twenty-five peers ("having before them the report of the Select Committee of 1856, and of the Judicature Commission of 1869") made a somewhat similar recommendation, but the Life Peers recommended in 1872 were to have power to sit and vote only in a "judicial committee," but not "in any legislative or other proceedings of the House." As Lord COLERIDGE (speaking when Attorney-General) pointed out, this latest notion was really allowing the House to keep its jurisdiction, and to exercise it through men not worthy to share its dignities and functions. "How," asked Lord COLERIDGE, "could it be supposed that any Attorney-General with one grain of self-respect, or with the slightest feeling for his great profession, would make to the House of Commons such a proposal as this?" "The principal object" of such a proposal, observed Lord HATHERLEY in the memorandum which he laid before the select committee, "seems to be that of securing to

the House of Lords the privilege of retaining their jurisdiction." Since 1855 we have had two select committees, and since 1869 we have had five Judicature Bills, two presented by Lord HATHERLEY (in 1870 and 1872), one by Lord SELBORNE (the Act of 1873), and two by Lord CAIRNS. We are now to have a sixth: and although the Government cannot be said to be committed irrevocably to restoring the appellate jurisdiction of the House of Lords, it is believed that they intend to do so if they can. But is such a thing possible without bringing justice into discredit? "The scheme for the creation of a new Appellate Jurisdiction," said the LORD CHIEF JUSTICE of England, in his criticism of Lord HATHERLEY's Bill, "appears to me to labour under the radical defect that it is founded on the basis of retaining the jurisdiction of the House of Lords." "It is now (1873) felt," said Lord SELBORNE "whose constitutional principles had always made the honour, dignity, and constitutional power of the House most dear to him," that "the appellate jurisdiction can hardly be made satisfactory or sufficient without changes which would make it cease to be really the jurisdiction of the House of Lords."

THE extent of the discretion given to trustees in particular instruments, and more especially in wills, when the language, as is too often the case, has been somewhat vague, is a frequently litigated point. The question is often made the more difficult by the conflict of logic and benevolence. In the case of *Gisborne v. Gisborne* (31 L. T. Rep. N. S. 472; on appeal, 32 L. T. Rep. N. S. 46), Vice-Chancellor HALL apparently was swayed by the latter, and the LORDS JUSTICES by the former. The husband of a lunatic, who was entitled to a large sum by her marriage settlement, devised and bequeathed real and personal estate to trustees, "that they, in their discretion and of their uncontrolled authority, should pay and apply the whole or such portion only of the annual income of his real and personal estate," for the benefit of his wife, "in such proportions and manner in all respects as his said trustees should think most conducive to her comfort, enjoyment, and convenience." The bill prayed for a declaration that the plaintiff was entitled to have a reasonable and proper provision out of the testator's estate, and that her own estate might be recouped the expenditure out of her own income since the testator's death. Vice-Chancellor HALL decided that the testator's estate was the primary fund for the wife's maintenance, but was not liable to pay the expenses of the lunacy, or the travelling expenses of the committees. The Lords Justices held, more in conformity, as we think, with the terms of the will, that there was an absolute discretion. Certainly words could not be wider and more inclusive than those used in the present case; and, taken in connection with the fact that the plaintiff was otherwise entitled to large property, the decision is a just one. But we think the tendency of an *obiter dictum* of Lord Justice JAMES is rather dangerous, when he says that "it is very seldom that the citing of cases on the construction of a will is anything more or less than waste of time, because you cannot arrive at the conclusion as to what a man means by what another has said, except so far as cases have laid down some rule or canon of construction as to the meaning to be applied to particular words and particular circumstances, which, for convenience, are applied to all wills." There is some truth in this remark, but, as usual, the Lord Justice is a little too general in his observations; and the "rules or canons" are so numerous that few cases can arise to which one or more of them cannot be applied.

THE case of *Carlyon v. Truscott* (32 L. T. Rep. N. S. 50) curiously illustrates the technical character of the objections which may be raised in certain cases to the title of real property in England. A testator gave and bequeathed his real and personal estate to trustees to pay debts and expenses out of his personal estate, and if that should be insufficient, then out of his real estate; and after directing the payment of certain legacies, he devised his house upon trust to permit his widow to reside therein during her life or widowhood, and then for sale. Testator died in 1858, and an administration suit having been instituted the usual decree was made and inquiries directed. In Jan. 1867, after intermediate proceedings, an order was made that, with the widow's consent, the house should be sold. A contract was entered into with a purchaser, who took out the usual summons to ascertain if a good title could be made. The question was adjourned into court for argument whether it was within the jurisdiction to order a sale. The purchaser was a willing one; the widow was alive, had not married again, and consented to the sale. The purchaser, however, being anxious to sell again, raised the objection that the debts having been payable in the first instance out of personalty, and having actually been paid thereout, and the power of sale not arising until after the widow's death or second marriage, the trustees were committing a breach of trust. The MASTER of the ROLLS reluctantly gave effect to the objection, although he acknowledged that if he had been advising a willing purchaser, he should have accepted the title and relied on the decree not being disturbed. The case of *Forbes v. Peacock* (1 Phil. 717) which was cited, had no real bearing on the case, as there the question was

whether trustees in addition to the power of sale, had power to give receipts, and the estate was primarily charged with debts. Doubtless in the present case the purchaser would not have raised such an objection if he had not intended to sell again. And it is curious that even technically such an objection should be deemed good, as, in case the title had been accepted, the widow was the only person who could have impugned it, and she was estopped by her consent; and if she married again her interest ceased, and the power of sale arose. Still the existence of an objection to title, however trivial, diminishes the value of real property to a degree entirely disproportionate to the weight of the objection. And that this is so may be taken as one of the strongest arguments against a compulsory registration of all dealings in land; as even the hint of a trifling objection at sales has often been known to discourage bidding; and the unnecessary publication of such objections, or even of circumstances not judicially decided to be flaws in title, but such as might stir up litigation, would damp the ardour of many a purchaser who now trusts to time and secrecy to make indefeasible what he holds to be practically, though not technically, a good title.

THE judgment of the Master of the Rolls in *Lacey v. Hill* (32 L. T. Rep. N. S. 48), is a clear exposition of the law as to dower and freebench; but the statutes and cases upon which it is decided are so abundantly clear that it is somewhat surprising that an authoritative statement should have been sought. Sir Robert Harvey, who was married since the Dower Act (3 & 4 Will. 4. c. 105), devised all his real estate to trustees for sale, and to pay an annuity to his wife out of the proceeds. The testator died seised of freehold and copyhold estates, the conveyances of some of which did not contain the usual declaration in bar of dower, and others were not executed by the testator. No surrender to the use of his will had been made. The questions raised were whether this was a devise within sect. 4 of the Dower Act; whether the widow's annuity was an interest in land under sect. 9, and whether a surrender to the use of the will was necessary to bar freebench in land not specifically devised. The first two questions the learned Judge answered in the affirmative, and the latter in the negative. The 4th section is "That no widow shall be entitled to dower out of any land which shall have been absolutely disposed of by her husband in his lifetime, or by his will;" the 9th, "That when a husband shall devise any land out of which his widow would be entitled to dower if the same were not so devised, or any estate or interest therein, to or for the benefit of his widow, such widow shall not be entitled to dower out of or in any land of her said husband, unless a contrary intention shall be declared by his will." Nothing can be plainer than this, and that there is no such distinction between the 4th and 9th sections as Lord ROSSLYN, in *Rowland v. Outhbertson* (20 L. T. Rep. N. S. 938), attempted to set up. The words in each section, as Sir GEORGE JESSEL well points out, include any land of the testator, and not only what is specifically devised. And Lord ST. LEONARD's words (Powers, 8th edit. 480), are very emphatic that the Act "has placed a woman's dower entirely in the power of her husband by act *inter vivos*, or by will, or by a simple declaration by deed or will." It is equally obvious that the widow's annuity, proceeding, as it did, from the sale of real estate, was an interest in the land within sect. 9. It certainly would be in reference to the law of mortmain, and if it were not, it would be difficult to say what does constitute an interest in land. Not less unambiguous is the statement in the 3rd section of the Wills Act, that no surrender to the use of the will is necessary for the devise of copyholds. We are often reminded how possible it is to drive a coach and six through an Act of Parliament, but it must not be forgotten how possible it is for litigation to arise on a statute, however unmistakably clear its terms may be.

THE TIPPERARY ELECTION PETITION.

AN intelligent contemporary has suggested that the death of Mr. Mitchell, the recently elected member for Tipperary, may affect the petition which was filed against his return. If there were any grounds for this suggestion we should consider it unfortunate as giving occasion to much doubt in the future.

By sect. 21 of the Act of 1868 an election petition is to be served as nearly as may be in the manner in which a writ of summons is served, or in such other manner as may be prescribed. This, of course, relates only to the manner of service, and cannot be taken to incorporate the 138th section of the Common Law Procedure Act of 1852, which provides that when a sole defendant dies "and the action survives," the plaintiff may make a suggestion, and serve a copy writ and suggestion upon the executor or administrator. And if this section could be taken to be incorporated, the question might arise whether an election petition is an action, ora proceeding analogous to it, which "survives." This consideration brings us to the true issue: Is it not essential to the nature of an election petition that it should survive the death of a respondent? Such an event is entirely different to the death of a sole or surviving petitioner. By the death of a petitioner the petition abates and

unless some other person who might have been a petitioner in the first instance is substituted, the petition falls to the ground, the costs being recoverable against the estate of the deceased petitioner. And it is reasonable that it should abate because the respondent can have no interest in its prosecution to trial. What is to happen when a respondent dies has not been left in doubt by the Legislature, so far as we understand the enactment. Sect. 38 says that if a respondent dies before the trial of any election petition, notice of such event having taken place shall be given in the county or borough to which the petition relates, and within the prescribed time after the notice is given, any person who might have been a petitioner in respect of the election to which the petition relates, may apply to the court or Judge to be admitted as a respondent to oppose the petition, and such person shall on such application be admitted accordingly . . . and any number of persons, not exceeding three, may be so admitted. If Parliament contemplated that a petition would abate by the death of a respondent, this provision would have been altogether unnecessary, and from this enactment alone it is perfectly clear that the petition having been filed in due course it must be tried unless the petitioner dies, or the petition is withdrawn by leave of a Judge, in pursuance of sect. 35.

Having stated the effect of the Act of Parliament, we may add that it would be obviously absurd if the death of a respondent caused a petition to abate. An extreme case like the Tipperary Election cannot be taken to create a rule of law, and we must contemplate that A. and B. are candidates at an election. B. obtains a majority of one vote. A. petitions and is prepared to show that two of B.'s votes are bad. Is he to be precluded from proving this because B. dies before trial? Must the borough be put to the inconvenience, and A. to the cost, of a new election? And there is this further consideration. The report of the Judge to Parliament operates upon the return of the writ, and if by that report B. is declared unduly elected, and A. is declared duly elected, the writ is amended, and the position of things is the same as if A. had been returned as elected in the first instance. Nothing can prevent the Judge from trying a petition which has been filed except the death of the petitioner, or the withdrawal of the petition by leave. Therefore, neither of these occurrences having taken place, the finding of the Judge operates, and supposing the judgment in the Tipperary case to be that John Mitchell was not duly elected, he never had *de jure* a seat in the House, and consequently by his death did not vacate it so as to entitle the House to direct a writ to issue for a new election. In our opinion, therefore, Mitchell's death does not affect the trial of the petition, which must be determined without a respondent, if no substitute comes forward to defend the seat.

THE LAND TRANSFER BILL.

THE Land Transfer Bill was read for a third time in the House of Lords on Friday last without even the shadow of opposition. The country has, therefore, every reason to expect that the provisions of the Lord Chancellor's measure will at an early period become the law of the land. Under these circumstances it cannot be without profit if we endeavour to estimate the probable effect of these provisions upon the future dealings in land in this country. No one who is at all conversant with the real property law of England can be ignorant of the intricacy and complexity of that branch of law. It cannot be understood except from an historical standpoint. Its simplest rules necessitate for their thorough comprehension, a knowledge of institutions which have for centuries been things of the past. They carry us back to times when feudalism was more than a name. This is a branch of law to which the attention of legislators has been often directed. In common with the buyers and sellers of land, they have clearly perceived that something should be done to simplify it, and thereby cheapen the transfer of land. This principle was recognized in Lord Westbury's Registration Act. It was often recognized before; it has often been recognized since. The evil was apparent. Upon this point there has been great unanimity. The question has been to discover a remedy, to discover, in fact, how conveyances of land in England might be made less cumbrous and less costly.

One of the methods adopted for the attainment of this object is that of the registration of titles. Now, it is evident that the term "title" is a very ambiguous word, and comprehends every variety of holding. It may mean a perfect title, or it may mean an imperfect title, and the latter again may be one that is little less than perfect, or one that is little better than no title, or it may mean any degree of title ranging between these extremes. Hence the importance of inquiring what kind of title shall be registered. Lord Westbury's Act, to which reference has already been made, took notice of no titles but such as were absolutely perfect. If such a law were enforced to the extent of compelling the registration of such titles, its only direct effect would be that of showing how few were the perfect titles in the country. Besides, it would be no remedy for the evils complained of. The best effect of such a law, judging it from the most favourable point of view, would be that it might be beneficial to titles which least needed

further security. It would be no remedy, because, instead of accepting the general state of titles as the basis of legislation, it merely aimed at keeping such titles as required nothing to perfect them *in statu quo ante*. This aim is no doubt laudable, but, under the circumstances, it was far too narrow, a fact which could not be concealed after the Royal Commission of 1873 had published its report. It will be remembered that in Lord Selborne's Bill of 1873 the principle was recognised that the registration of titles should not be confined to titles absolutely perfect. The Bill of Lord Cairns adopts the same principle, and allows of the registration of "possessory" and "qualified" titles. If the principle of registration is admitted as a means of remedying the evils connected with the transfer of land, then it must be admitted that the extension of registration to less than absolutely perfect titles is a step in the right direction.

Taking all the facts into consideration we think that this extension of registration may be made the means of effecting, in a great measure, the objects desired. More than this cannot be said by even the most earnest advocates of registration. And for this there is good reason. When we look through the enactments of the Land Transfer Bill of Lord Cairns, we look in vain for any intimation that titles must be registered, nor shall we find there a single word which makes such registration an imperative duty. Lord Westbury's Registration Act contained no compulsory clause; but this omission was on the whole a merit. In Lord Selborne's Bill of 1873, on the other hand, was a provision that every transfer of land should entail the registration of that land after a certain period. Lord Cairns substantially adopted this principle in his Bill of 1874. He has now abandoned it, from a conviction that compulsory registration would be injurious. This omission has laid the Lord Chancellor's Bill open to much criticism. A two-fold force, it has been said, will be constantly at work to prevent the provisions of the Bill ever being adopted by owners of land. This force is made up of the conservative feelings of the owners themselves, and the professional feelings of lawyers. Hence the Bill will practically be useless, and the time and energy of the Legislature will have been thrown away. That there is some truth in objections levelled against a Bill which has more of the characteristics of advice than of law there can be no doubt. It may fairly be said, "If you are assured that you have a remedy for an admitted evil, why not apply it, since you have the power?" But it must not be forgotten that compulsory registration would itself entail a certain expense upon owners of land, whether they wished to sell or not. Now it is consistent with every sound principle of legislation that the evil caused by a change in the law should be more than balanced by the good which would result from the change. If we apply this maxim to the position taken up by Lord Cairns, it is hard to say that the certain good which would undoubtedly flow from compulsory registration would more than compensate for the actual evil as represented by the actual expenses of registration. Complete registration must facilitate the transfer of land, and as we have already said it would in a great measure check many of the evils of the present system of conveyance. Such would be the results of compulsory registration. But to return to the question with which we started. What probably will be the effect of the provisions of the Bill? The opinion we hold may be partly summed up in the objections quoted above; and, in addition to what we have already remarked, we may say further, that the Bill will surely have the effect of accustoming landowners to registration when it is found from experience that the transfer of a registered title is a matter of less expense and less difficulty than is that of an unregistered one. In conclusion we think, too, that something is due to the opinion of so able a lawyer as Lord Cairns, whose determination to omit the compulsory clause shows clearly what was his Lordship's opinion of the results that would follow its introduction into the present Bill.

CONTRACTS PARTLY PERFORMED: POWER OF EQUITY TO RESCIND ON THE GROUND OF FRAUD.

THE Court of Vice-Chancellor MALINS was lately agitated for nearly a fortnight with the discussion of the question whether equity can rescind a contract partly performed, on the ground of fraud in the performance. This question arose in the case of *The Panama and South Pacific Telegraph Company v. The India Rubber and Gutta Percha Telegraph Works Company*. The observation made in *Onions v. Cohen* (12 L. T. Rep. N. S. 15, 2 H. & M. 361), by Lord HATHERLEY, ex-chancellor, then Sir W. P. Wood, V.C., that "except *Gwillim v. Stone*, there is no instance of a contract being delivered up to be cancelled unless there was fraud in obtaining the contract itself," took a part of the profession by surprise. If correct it seemed to follow that though English equity sedulously offers redress to persons induced by fraud to enter into contracts, it is unable to modify its principles or to adjust its remedies where a contract is evaded or broken with a deliberate fraudulent intention. If correct a person might, under a contract of sale obtain possession of the estate, continue in enjoyment for years without paying rent, and, because there was some defect in the title, refuse to pay the purchase money, and yet set the unfortunate

vendor at defiance; all which one party to the contract attempted to do in *King v. King* (1 M. & K. 442). In suits to rescind or specifically enforce contracts, the adjustment of the rights may involve, not only a multiplicity of questions at issue, but also some complication of remedy which the recent Act, enabling courts of equity to give damages, has not removed. The court is not bound to set aside every contract which it will not specifically execute, nor to decree a specific performance in every case where it will not set aside the contract, is a general proposition which scarcely needs the authority of *Mortlock v. Buller* (10 Ves. 292) to establish. While another observation of Lord HATHERLEY's in *Onions v. Cohen* that, if the contract is ordered to be delivered up, an action cannot be brought, as the whole thing is finished, though correct as a proposition, is somewhat misleading in practice, as the order might be for cancellation of the contract after and without prejudice to an action at law. The question of compensation and damage, in times past, has equally perplexed the learned judges in equity. In *Sarnsbury v. Jones* (5 M. & C. 1), Lord COTTENHAM remarked: "I certainly recollect the time at which there was a floating idea in the Profession that the court might afford compensation for the injury sustained by the non-performance of a contract in the event of the primary relief for a specific performance failing, and I have formerly seen bills praying such relief." Under Lord Cairns' Act, attempts were made to revive such jurisdiction, but, as THE LAW TIMES Reports show, unsuccessfully. Should the new Judicature Bill ever regulate the practices of the Profession, Lord KENYON's ruling in *Denton v. Stuart* (1 Cox. 258), to which Lord COTTENHAM referred will again be followed. These two questions, first, that of equitable fraud or breach of duty in the execution of a contract; secondly, that of the appropriate remedy were prominent in the case, recently decided by Vice-Chancellor MALINS, of *Panama and South Pacific Telegraph Company v. India Rubber and Gutta Percha Telegraph Works Company*. The delivery of the judgment by his Honour occupied upwards of two hours. This was partly owing to a conflict of evidence. The facts necessary to support the decree are few. The plaintiff company obtained a government concession to make a telegraph across Panama, connecting Peru with other telegraphs to New York. They then employed the defendant company to manufacture and lay the cable, payments to be made on the production of the certificate of the engineer to the plaintiff's company. After the payment of some instalments the engineer entered into a contract with the defendant company, himself to manufacture and lay the said cable. After this the plaintiff company paid sums amounting to £40,000 to the defendant company on the certificate of the engineer. Hearing of their engineer's sub-contract they brought their bill to recover the £40,000, and to obtain a rescission of the contract. Vice-Chancellor MALINS commented on *Randall v. Errington* (10 Ves. 423), in which Sir WILL. GRANT, M.R., set aside a purchase by a trustee. He then cited a passage from the judgment of Lord Chancellor CHELMSFORD, in *The Directors of the Central Railway Company of Venezuela v. Kisch* (H. L. 2 E. & I. 99; 16 L. T. Rep. N. S. 500): "In my opinion the public who are invited by a prospectus to join in any new adventure ought to have the same opportunity of judging of everything which has a material bearing on its true character, as the promoters themselves possess. It cannot be too frequently or too strongly impressed upon those who, having projected any undertaking are desirous of obtaining the co-operation of persons who have no other information than that which they choose to convey that the utmost candour and honesty ought to characterise their published statements." Those veteran authorities, *Small v. Atwood*, *Dobell v. Stevens*, were cited, but *The Imperial Mercantile Credit Association v. Coleman* was evidently the favourite of the VICE-CHANCELLOR. In it he had decided that a director as an officer of the company could not contract with it, unless he had stated not only that he had an interest in the contract, but what that interest was. Lord Chancellor HATHERLEY reversed the decree (L. Rep. 6 C. A. 558; 24 L. T. Rep. N. S. 290), but the House of Lords reversed the reversal, and affirmed the principle of the first decision (H. L. 6 E. & I. 201, 29 L. T. Rep. N. S. 1). The learned VICE-CHANCELLOR then cited other cases as to the constructive fraud (of actual fraud he acquitted the engineer), and as to laches. The one most in point was *Kimberley v. Dick* (L. Rep. 13 Eq.): An architect entered into an undertaking with his employer that a house should be erected for a sum not exceeding £15,000, including architect's commission and all expenses, and engaged the services of a builder, who, without being informed of the undertaking gave an estimate on quantities given him by the architect, and entered into a contract with the employer for the completion of the work from the architect's plans, and under his superintendence for £13,000, with power for the architect to order extra works, and with a clause providing that all questions between the parties under the contract should be settled by the award of the architect. The builder filed a bill in equity claiming to be entitled to be paid by the employer for all quantities executed by him beyond those included in the estimate, and for extra works. Lord ROMILLY held that the evidence showed that the architect was the agent of the employer,

that his undertaking having been concealed from the builder, the arbitration clause in the contract could not be enforced, and that the plaintiff was entitled to an account for what was due to him for any works executed by him under the architect's direction not included in the contract, and for any variations made under the architect's direction for works included in the contract. Vice-Chancellor MALINS then concluded his judgment by saying that he must apply Lord ELDON's rule, "that purchases by persons having a confidential character must, however honest, be set aside; that in the present instance there had been no laches, that for the cable actually delivered payment might be claimed, though the engineer's certificates could not be relied upon, but that the last payment of £40,000 must be returned.

SEARCHES, INQUIRIES, AND NOTICES.

MARRIED WOMEN'S PROPERTY.

Freeholds.

(Continued from page 336.)

THE affidavit verifying the certificate to be made pursuant to the Act, which certificate is to be in the form contained in the Act, is (except in such cases where the acknowledgement is taken elsewhere than in England, Wales, or Berwick-upon-Tweed) to be made by some practising attorney or solicitor of one of the courts at Westminster, or of one of the Counties Palatine of Lancaster or Durham, and in all cases it is to be deposed in addition to the verification of the certificate, that the deponent, or (if more than one person join in the affidavit) that one or more of the deponents knew the person or persons making the acknowledgment, and that at the time of making the acknowledgment the person or persons making the same was, or were, of full age, and competent understanding, and that one, at least, of the commissioners, to the best of the deponent's knowledge and belief, was not in any manner interested in the transaction, or concerned therein as attorney, solicitor, or agent, or as clerk to any attorney, solicitor, or agent so interested or concerned; that the names and residences of the commissioners, and also the place where the acknowledgment was taken is set forth in the affidavit, and that previously to the acknowledgment being taken the deponent had inquired of the married woman whether she intended to give up her interest in the estate to be passed, and also the answer given thereto; and where any married woman in answer to such inquiry declares that she intends to give up her interest without any provision, the deponent is to state that he has no reason to doubt the truth of such declaration, and verily believes it to be true; and where any provision has been agreed to be made, the deponent is to state that the same has been made by deed or writing, or if not actually made before, that the terms of the intended provision have been reduced into writing, which deed or writing he verily believes has been produced to the Judge or commissioner: (Rule 4.)

The affidavit is to state the parish or several parishes, or place or several places, and the county or counties in which the premises wherein the married woman appears to be interested by the deed are described to be situate: (Rule 5.)

The affidavit is to be in the form annexed to the rules, subject to such variations as the circumstances of the case render necessary, or such affidavit may be made where it is found convenient by one of the commissioners, with such variation in the form thereof as is necessary (rule 6); but the commissioner must be a practising attorney, and have no interest in the matter: (*Re Schofield*, 3 Bing. N. C. 293.)

The certificate and affidavit are to be delivered within a month from the making of the acknowledgment to the officer, who is not to receive them after that time without the direction of the court or a Judge (rule 7), which, as a matter of fact, is generally given upon an application at chambers if made within a few months; and in the case of *Re Edge* (L. Rep. 1 C.P. 533) the court allowed the certificate and affidavit to be filed after a lapse of six years upon an affidavit that the failure to comply with the rules arose from inadvertency, and that the property had been so dealt with in the interim that no one could be prejudiced thereby.

The following fees are to be paid: To a Judge for taking an acknowledgment (altered from £1 6s. 8d. by Rules of Nov. 1852), 10s.; to each commissioner, if not required to go further than a mile from his residence, 13s. 4d.; if required to go more than a mile and less than three miles, besides reasonable travelling expenses, £1 1s.; and above that distance, besides travelling expenses, £2 2s.; for every search, 1s.; for every official copy of the certificate, 2s. 6d.; and for examining the certificate and affidavit and filing and indexing it the clerk is to be paid 5s.

By the Rules of Trinity Term 4 Will. 4, where the commissioner, attorney, or solicitor cannot depose to knowledge of the married woman and her being of full age, the same may be deposed to by some other person whom the person before whom the affidavit is made considers competent so to do. For the second and every subsequent acknowledgment, or for the acknowledgment

by a second or other married woman only half fees are to be taken, and all the acknowledgments may be included in one certificate and affidavit.

The court will in exceptional cases dispense with the observance of the rules if the provisions of the Act have been complied with, and it is impossible strictly to observe the Rules (*Re Hannah Packer*, 22 L.T. Rep. N.S. 406; L. Rep. 5 C.P. 425); but where a certificate had been made by a Judge who had retired from the Bench, and which certificate had been lost and not filed, the court held that they had no power to authorise the Judge to make a new certificate: (*Re A Married Woman*, L. Rep. 2 C.P. 510.)

The court has made orders under sect. 91 of the 3 & 4 Will. 4, c. 74, dispensing with the husband's concurrence where the husband and wife lived separate from each other and he had been found a lunatic by inquisition (*Re parte Thomas*, 4 M. & S. 331), where the husband was an infant (*Re Haigh*, 26 L. J., N. S., 209, C. P.), and in several cases where the husband had deserted the wife; but in such last-mentioned cases the affidavit (which should be made by the woman herself) should show that he does not contribute to her support (*Re parte Martha Robinson* L. Rep. 4 C. P. 205). In *Re George Smith* (16 L. J., N. S., 168, C. P.) the husband was a seaman in the British navy, on a foreign station, from whom the wife had not heard for two years, and the affidavit stated that she believed he would not return, but the court, considering it a case of temporary absence, refused the order, as it did in *Re Emma Squires* (25 L. J., N. S., 55, C. P.), where the husband was in Australia, and in a recent letter spoke of not returning for a long term; yet he occasionally sent money.

After the court has made an order upon the ground that the husband and wife are living apart, and the order has been acted upon, it will not rescind it if the husband swears that he occasionally visited and slept with his wife: (*Re Alice Rogers*, L. Rep. 1 C. P. 47).

The husband, during the joint lives of himself and his wife, is absolutely entitled to the receipts and profits, and can, without his wife's concurrence, dispose of them for such period. The wife would, however, be entitled to her equity to a settlement out of the land if the legal estate were outstanding in trustees (*Barnes v. Robinson*, 32 L. J., N. S., 143, Eq.) if only for a term of years overriding the use to the wife (*Newenham v. Pemberton*, 17 L. J., N. S., 99, Eq.), but not otherwise (*Gleaves v. Paine*, 32 L. J., N. S., 182, Eq.).

The wife can, with the husband's concurrence, or without by the order of the Court of Common Pleas, convey real estate, or any interest vested or contingent therein (*Crofts v. Middleton*, 25 L. J., N. S., 513, Eq.), and also bar her right to dower out of her husband's estate. It must, however, be borne in mind that the contract of a married woman to sell her real estate cannot be enforced against her (*Jordan v. Jones*, 16 L. J., N. S., 93, Eq.), not even if she be a bare trustee for sale (*Avery v. Griffin*, 18 L. T. Rep. N. S. 849; L. Rep. 6 Eq. 607), and if the purchaser be aware that the estate belongs to the wife, equity will not, in case the wife refuses to convey, compel the husband to convey his interest and accept an abated price (*Castle v. Wilkinson*, L. Rep. 5 Ch. App. 534).

Copyholds.

THE mode in which a married woman generally disposes of her legal estate in copyholds is by surrender with the concurrence of her husband, she being separately examined by the person taking the surrender. The Act of 1834 does not relate to copyholds except where the above mode of dealing was not previously available, in which case the Act makes it so, and except to make the equitable estates of married women disposable by surrender, as if they were legal estates, and also except to empower a married woman to obtain an order of the Court of Common Pleas empowering her to surrender without the concurrence of her husband, in the same events and manner as we have before stated, when referring to her estate in freehold.

Leaseholds.

During the coverture the husband can dispose of the wife's leaseholds without her consent, whether they be in possession or in reversion, except they cannot possibly fall into possession during the coverture by being limited to her after his death: (*Duberty v. Day*, 22 L. J., N. S., 99, Eq.), but if he do not dispose of them in his lifetime, they will not pass under his will, but will revert to the wife, and in case of her death in his lifetime, they will remain vested in him, and he will not have to take out letters of administration to her estate. If the interest of the wife in the leaseholds be of an equitable nature, her husband cannot dispose of them without her concurrence, she being entitled to an equity to a settlement out of them, and should, therefore, join with her husband and acknowledge the assignment; but an assignment so made of an equitable reversionary leasehold would bind her: (*Donne v. Hart*, 1 L. J., N. S., 57, Ch.).

(To be continued.)

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Thursday, March 18.

THE MARRIAGE LAWS.

LORD CHELMSFORD called attention to the report of the Royal Commission on the Laws of Marriage presented in 1868. He stated that a vast deal of useful information was collected by that commission concerning the difference in the marriage laws of the three parts of the kingdom, and a most valuable report was prepared by Lord Selborne, but since that period nothing had been done in the way of legislation on the subject. He, therefore, asked the Lord Chancellor whether he could hold out any hope that steps would be taken by the present Government to carry out the recommendations of the commissioners.—The LORD CHANCELLOR believed that if the marriage laws were to be assimilated in the three kingdoms, the means suggested by the commission of 1868 were the proper means to be adopted for the purpose; but it was, at the same time, necessary to consider whether they would not be distasteful to the people of Scotland and Ireland. There was not the slightest prospect that any measure on the subject could be brought forward in the present session, and with regard to future sessions he declined to bind himself to any pledge.—LORD SELBORNE maintained that there existed no real difficulty in dealing with the question. The recommendations of the commission, if carried into effect, would not divorce marriage from religion, and would establish uniformity and security with regard to marriage in every part of the United Kingdom.—LORD DENMAN suggested that when further information was obtained Parliament would be in a better condition to legislate.

HOUSE OF COMMONS.

Thursday, March 18.

THE JUDICATURE ACT.

SIR E. WILMOT asked the First Lord of the Treasury what were the intentions of Her Majesty's Government with reference to the Judicature Act of 1873.—MR. DISRAELI.—I might, sir, take a Parliamentary objection, I think, to the question of the hon. baronet. It is not, generally speaking, for the convenience of the House that the policy of the Government should be made known to a House of Parliament by means of a forced answer to an abrupt and leading question. (Hear, hear.) If the question is treated with reserve it leads naturally to misconception, and if, on the contrary, it is treated with that frankness which I for one shall always extend to the House, the minister is placed in a false position by apparently according to an individual of his own notion that which he would prefer, as a matter of courtesy, to communicate to the House in a formal and more convenient manner. (Hear, hear.) But after these remarks, which I think I am justified in making in the present instance, and looking to the question of the hon. baronet, I will inform the House that after the holidays the Lord Chancellor, in the House of Lords, will state the course which Her Majesty's Government intend to take with regard to the Judicature Act of 1873. (Laughter and cheers.)

Friday, March 19.

THE PARLIAMENTARY AND MUNICIPAL ELECTIONS ACT.

On the order for going into Committee of Supply, SIR C. DILKE called attention to the working of the Parliamentary and Municipal Elections Act, and to move for a select committee to inquire into the existing machinery of elections, with power to suggest amendments in the same. The hon. baronet remarked that last year, when he and his hon. friend the member for Derry called attention to this subject, they were told by the right hon. gentleman the member for Bradford that they ought to wait for the reports of the judges. He now held those reports in his hand, and he would presently refer to those which bore upon the working of the Ballot Act, and which were of great importance in connexion with the motion he was about to submit to the House. He had also less authorised, but still very clear reports of the proceedings at municipal elections, and the inquiries held before the Municipal Commissioners. Altogether there was a clear case for inquiry, which should be made before the next General Election. The first points which had arisen in the courts turned upon the meaning of the Act as to the filling up of the ballot-paper. In the Athlone case, the Irish judges had to consider the case of ballot-papers marked on the left-hand side, and they were of opinion that considerable doubt existed as to the legality of such papers. On the other hand, the judges of the highest court in Scotland held that such papers were bad. But in the case of the Southport Municipal Election the English Com-

missioner, having the ruling of the Scotch judges before him, did not think this ruling good law, and gave an opposite decision, stating at the same time that he had reason to believe the judges of the Court of Common Pleas were of the same opinion. The English decisions placed the most liberal interpretation upon the Act, while Lord Ormisdale and the majority of the Court of Session laid down the strictest possible rules, holding that no mark was a good one except the very mark prescribed by the Act, and unless, also, it were made in almost the very place prescribed by the Act. The Scotch judges laid great stress on an expression in the Act that no mark should be made which might lead to the identification of the voter; and Lord Ormisdale said that a stroke would not do, and was in no sense a compliance with the statutory directions. Now, when the Ballot Act was discussed in the House of Commons, the right hon. gentleman (Mr. Forster) stated repeatedly that it was unnecessary there should be a cross, that any mark would do, and that the schedule on this point was merely directory. The Scotch judges, however, had taken the narrowest view of the Act, distinctly contradicting the language held in this House as to the intentions of Parliament. In the case of the Bolton election, a subject much debated in this House was considered by the court, namely, the secrecy of the vote and the certain steps said to be taken in the nature of a conspiracy to defeat the secrecy of the vote. The election there was held to be a good election, but the judge used strong language with regard to the wording of the Act. In the Drogheda case it was contended that there was a conspiracy between the sheriff and the undersheriff to set aside the secrecy of the ballot. The judge was of opinion, not that there was a conspiracy, but that arrangements had been made between them which would have that effect, and the point was referred to the Irish Court of Appeal. That court, however, was divided, two of the judges against two; the point came back to the same judge to be decided, and in the result the election was declared good. He had received information of the highest value on this subject from the town clerks of the English boroughs. The mayors of those boroughs, acting on the advice of their town clerks, had obtained the opinion of counsel on the subject, but it happened that the lawyers differed in their interpretation of the Act. The opinion of Lord Coleridge, at that time Attorney-General, was the same as that of the Scotch judges, and entirely at variance with the view of the right hon. member for Bradford, at that time his colleague. Lord Coleridge also held the view of the judge who tried the Athlone case, that a cross placed above or below the line, or on the left of the paper, or a tick made before the name on the left side, although there might be a cross on the right, rendered the vote invalid. But in the case of the borough of Tiverton the opinion of another lawyer, whose name he was not at liberty to mention, contradicted that of Lord Coleridge. In Hackney and his own borough he had himself seen the most opposite opinions acted on. In Chelsea every mark from which the intention of the voter could be gathered was allowed, except when any writing appeared on the paper. On the other hand, in Hackney, all marks on the right hand, whether above or below the line, were held good. The town clerk of Glasgow, a man of great experience, had stated that at the municipal elections, though knowing the opinion of the Scotch Court of Appeal, they acted directly in contradiction to it, and proceeded on the principle that any mark indicating the opinion of the voter ought to be sufficient. The same gentleman also stated that a great many of the sheriffs of Scotland acted on the same principle. Therefore we had those gentlemen acting on a plan calculated to produce petitions, and which on petition would inevitably be pronounced wrong. Alderman Pearson, of Stockport, had cited a case in which there were twelve Aldermen present in different wards who took a different view of the Act, and the consequence was that papers accepted in one ward would be rejected in another. The result was that the elections in the various wards would be determined by the different opinions of the different aldermen presiding. In the opinion of a great many town clerks the making of a cross against the name was not so good a plan as crossing out the name of the candidate against whom the vote was given. Then, as to the stamping of the papers, the official stamp was the only means we had for preventing fraud of several kinds; but even a petition could not correct the error of stamping votes improperly. There were two kinds of official stamp that were used by different returning officers for stamping the votes—the one an embossing and the other a perforating machine—and the firms manufacturing these stamps said the one of the other that it could be forged with the greatest facility. The perforator was a shifting machine, and was used in the largest boroughs of England; but it was a

most serious matter that, being the only protection against fraud, by shifting the pins it could be forged in ten minutes. The embosser was less popular than the perforator, because it worked stiffer, and a good deal of manual force was requisite. The marks made were often very faint, especially as the returning officer was in the habit of stamping perhaps a dozen papers at a time. It would not be difficult, in the temporary absence of that officer, to abstract any number of those which he had thus stamped, and, having marked them with a cross, to put them in the ballot-box. As this stamp was the only security against fraud short of a petition and scrutiny, which would be attended with much expense, it was most desirable that means should be devised of checking or preventing these errors. In addition to these matters, there were others which ought to be embraced in the inquiry. For instance, there was the counting of the votes. The plan adopted in the city of London had no check, and, being only marked by ticks, any sort of fraud might be practised. The Act was silent upon this point; but he thought the mode of counting should be prescribed by statute. The Act was also silent as to the number of agents who might be present in each booth. The number of agents to be sent into each booth by each candidate, the number of presiding officers and ballot boxes should also be defined by the Legislature. At Leeds there was only one returning officer for each ward, and that plan had both its convenience and its inconvenience. Where a returning officer had nothing to do but to watch the depositing of the ballot papers in the box, he was far less likely to pass bad and unstamped papers. In the case of the larger boroughs which adopted the plan indicated, but not described in the Act, and which had but one presiding officer for a station, he was too busy to pay any attention to the important part of his duty—the observance of the papers that were deposited, with the object of seeing that they were properly stamped. The voters followed one another very rapidly, and, unless they were closely watched, the papers must be deposited without inspection. If there were a presiding officer for every booth, and he had nothing else to do, he could see that the papers were properly stamped. In the cases of Westminster and Leeds very few unstamped or badly stamped papers were placed in the boxes; but the course adopted did not seem to be strictly in accordance with the Act, and it was desirable that any doubt on the point should be cleared up. When the Ballot Act was before the House, it was said by the right hon. gentleman in charge of it that if the illiterate voter was in the way he would have to get out of it. The elections had produced curiously diverse results in the case of illiterate voters. In Chelsea, in the ward which was known to contain the largest proportion of illiterate voters, only one person voted as an illiterate, and there was every reason to believe that a large number of really illiterate voters had voted without claiming the benefit of the Act, and had given perfectly good votes. On the other hand, there were boroughs in which the provisions had apparently been used for a party purpose. In one borough almost all the voters of an outlying district voted as illiterates, although it was well known that the majority of them had no necessity to do so. The numerical figures which the House placed on the left hand of the candidates' names with the object of assisting illiterate voters had been a cause of inconvenience, and many voting papers had been rejected because the numbers were crossed out. There was a very general concurrence of opinion that the time allowed by the Act to make the preparations for a contest was insufficient, and returning officers had been run so closely that in some instances a serious breakdown had been apprehended. Many members considered that improvement was possible in the form of nomination; and a Bill had been already introduced to deal with municipal elections, which gave rise to the greatest difficulty. The information of hon. members on the whole question, derived from personal experience, far exceeded now their knowledge of the subject at the time the Act was passed. Considering the little knowledge and experience we then had, and the difficulty of applying colonial experience to an old country, it was wonderful we had made so few mistakes, and that was an argument, not against inquiry, but for it, because inquiry might enable us to correct the mistakes we had made. It was hardly conceivable that inquiry should be resisted in the spirit of opposition to the ballot, seeing that the Conservatives had come into power under it, and the friends of the ballot would recognise the advantage of perfecting its machinery before the next general election, lest perfectly pure elections should be followed by costly petitions, and the ballot be discredited by faults in the form of the Act. The Government would hardly say there was not a case for inquiry; and if the Home Secretary and the Attorney-General were already too much occupied to sit upon another select com-

mittee, perhaps the Government would assent to the appointment of a committee early next session, unless, indeed, they undertook to bring in a measure of their own. At all events, we ought not to wait until 1880 without attempting to improve the machinery of the Act. (Cheers.) He concluded by moving that a select committee be appointed to inquire into the existing machinery of elections, with power to suggest amendments in the same.—Mr. C. LEWIS, in seconding the motion, said that on neither side of the House would there be any disposition to look upon the Ballot in an unfriendly spirit. In the main both sides were actuated by one motive, which was to make such amendments as might be necessary to prevent anything like wholesale disfranchisement. The old system had three advantages—viz., a minimum power of disfranchisement on the part of the returning officer, a minimum of disfranchisement in point of fact, and general uniformity of practice; and the new system had three correlative defects—viz., great power of disfranchisement, great disfranchisement in fact, and great diversity. At the last Tipperary election hundreds of votes were pronounced bad, and at the last Galway borough election, out of 1200 votes, 190 were bad. The practical disfranchisement of a constituency might result either from ignorance or incapacity on the part of voters, or from ignorance or incapacity on the part of the returning officer. At the last election at Tyrone it was found that an entire set of voting papers at one of the booths were without the official mark which it was the duty of the returning officer to place on them, and all the votes to which they related were in consequence rejected, without any default on the part of the voters, and without any means of setting the matter right. If the proposed inquiry were granted and an effort was made to improve the machinery of elections in matters which, although matters of detail, really involved a possible disfranchisement of voters, there would probably be few objections raised in future to a renewal of the Act.—Colonel MURR gave his own experience as one who had suffered from the present system. A few weeks after his election for Renfrew a petition was lodged by two ratepayers declaring that they believed the numbers had not been properly counted. All the formalities had been observed; there was no *prima facie* case in support of the petition; in short, there was nothing to go upon beyond the mere belief of the two ratepayers. First of all the matter came before the Court of Session on a question of relevancy, and the decision on this point was against him. Next the merits were investigated by the same court, and it was then found, on the votes being re-counted, that in reality two more votes had been polled for him than had in the first instance been declared. The annoyance and expense of such proceedings might be avoided if the agents of both parties were required to make a declaration that they were satisfied with the counting.—Mr. O'CONNOR pointed out that there was a serious power given to the returning officer in respect of rejecting votes when there was a mark on the voting papers which might lead to identification. It appeared that no regard was paid to the question whether the voter knew of the mark. It had not been the intention of the framers of the Act to punish the voter in such a case, unless he had himself placed the mark on the paper, with the view, it might be, of afterwards claiming a bribe or payment for the vote.—Mr. STEWART stated that he had been put to the expense and annoyance of a second election, merely in consequence of the polling sheriffs having on the first occasion neglected to stamp one of his papers, and even at his second election it was found that two papers were not stamped at all. Without imputing any improper motives to the polling sheriffs, he certainly thought it hard on a candidate that they should have it in their power to vitiate an election. (Cheers.)—Mr. W. E. FORSTER declared that in framing the Ballot Bill he certainly did not intend that a vote should be nullified by the mere fact of the cross not being placed in the exact position recommended by the sheriff. The voter was simply directed to put his mark in a certain place on the voting paper. There was no compulsory rule on the subject. In fact, if there were such a rule, a great many voters would probably be disqualified at every election. The right hon. gentleman remarked that, notwithstanding the thorough manner in which the Bill had been debated, he was really the only person in that House who knew its actual wording at the time it was passed, as the House of Lords introduced amendments which it was not necessary to bring before the House of Commons. With our present experience, he thought, there would be a large majority if the Act had to be passed over again in favour of making no special provision for the illiterate voter. The way in which the provision relating to him was acted upon was suggestive of a good deal of danger, because it had been used for the purpose of delaying elections. When he came to the actual motion

of his hon. friend, the time had, in his opinion, arrived when it was desirable that the Government should form some conclusion as to whether it was desirable to amend the machinery of the Act or not. That object could, he believed, be best attained by the appointment of a committee as soon as possible. Whatever report such a committee might adopt, he hoped they would not lose sight of the consideration that there would be some danger in prescribing absolute uniformity of practice. Some discretion must be left to the voter and the returning officer.—The ATTORNEY-GENERAL said that whatever might be the opinion of hon. members as to the advantages or disadvantages of secret voting, all would, he had no doubt, agree that it was desirable the Ballot Act should have a fair trial. Now such a trial it would not, in his opinion, receive if, when certain defects were shown to exist in it, means were not taken to remove them. He admitted, therefore, that it was desirable that an inquiry into its working should be instituted for the purpose of ascertaining how improvements in it could be made. According to the statement of the hon. member for Chelsea, the present system had many and serious defects, and in the course of a debate with respect to it last year, his right hon. friend the Secretary for the Home Department had intimated that inasmuch as the ballot had undergone the test of one general election, it might be as well that its working should be taken into consideration before another occurred. Now there were at present, as the hon. member for Chelsea had pointed out, a great number of committees sitting, but he was in a position to state, on the part of the Government, that they would, next year, be prepared to deal with the subject by way of legislation or by moving for the appointment of a select committee, on whose inquiry legislation would be the result. On that understanding he hoped the hon. member would consent to withdraw his motion.—Sir C. DILKE having acceded to the suggestion, the motion was withdrawn.

Monday, March 22.

JUDICIAL INTERFERENCE WITH JURIES.

Dr. KENEALY gave notice, for Wednesday evening, March 24, to ask the First Lord of the Treasury, whether his attention had been called, to the two following cases of the interference of judges with the independence of juries at recent assizes. The first case he extracted from the *Dublin Daily Express*, where it was reported to have been tried at Limerick Assizes before Justices Lawson and Keogh. Two men, having been charged with homicide, were acquitted; whereupon the judge (Lawson) was reported to have said, "Is it possible that after hearing such evidence, you can have arrived at such a conclusion? I must observe that in the whole course of my experience I never witnessed a more distinct violation of the jurors' oath than has taken place in this case. This may be strong language, but in the discharge of my duty I am bound to use it." Subsequently he ordered the prisoners to be removed in custody. The second case was that of a man who was tried and acquitted at Brighton Assizes, the Lord Chief Justice (Cockburn) being the presiding judge. His Lordship immediately directed another jury to be sworn, and, addressing the prisoner, said, "You are very fortunate, for I do not believe twelve human beings could have been found, except the jurors in the box, who would have returned such a verdict on the evidence." He would ask the right hon. gentleman whether it was his intention to introduce any measure which would have for its object the better maintenance of the rights of jurymen to deliver verdicts according to their consciences and to the best of their ability, without censure from the Bench.

BABY FARMING.

Mr. CHARLEY asked the Home Secretary whether his attention had been directed to the evidence adduced at the trial of a baby farmer, named Beasy Binmore, sentenced by Mr. Justice Lush at the Exeter Assizes to twelve years penal servitude for starving to death an infant entrusted to her care, that three other infants entrusted to her care had died in her house during the previous eighteen months, and that her house was unregistered under the Infant Life Protection Act 1872 (35 & 36 Vict. c. 38; also to the statement of the learned Judge at the trial that "baby farming had of late prevailed to such an extent that it was necessary to vigorously suppress or efficiently regulate it," and whether he was willing to issue a circular to the local authorities named in the schedule to the Infant Life Protection Act, calling upon them to enforce that enactment in their respective districts.—Mr. CROSS said his attention had been called to this case. Mr. Justice Lush informed him that the case was a very bad one, and that in the course of the trial he had expressed his surprise that the local authorities had not provided any register, and that no means had been used to put in force the Act of 1872. It was to be hoped that the case would awaken attention among local

authorities to the requirements of the Act, and that a register would be provided. The best way would be for the hon. member to move for a return of all the baby farms which had been registered.—Mr. CHARLEY gave notice that he would move for such a return.

TRADE MARKS.

Sir C. ADDERLEY stated, in reply to Dr. CAMERON, that a Bill on the subject of Trade Marks had been prepared, and he hoped the hon. member for Whitehaven would move for leave to introduce it immediately after Easter.

SOLICITORS' JOURNAL.

WE direct the attention of solicitors to the following decisions as relating to circumstances similar to those in which the ordinary practitioner may find himself placed at almost any moment:—

In the case of *Vyse v. Foster* the Lords Justices, affirming a decision of Bacon, V.C., have recently decided that where a client, having instructed a country solicitor to represent him or her in instituting and conducting certain legal proceedings (which in this particular case were suits in Chancery), and such country solicitor employs a London agent, such agent has no lien on the papers in his possession for the purpose of securing the payment of his costs, if—as was proved in the case before the court—the client, having changed his or her solicitor, was not in any way indebted to his or her former solicitor. The London agent of a country solicitor, observed their Lordships, "could have no lien to any higher extent than that which was possessed by the country solicitor." We admit there is nothing in the decision which can be said to take the Profession in the least by surprise, although it may be that principles are involved in it which are not as fully and as generally understood as they should be by London solicitors. The hope of success on the part of the London agent in resisting the application for an order for delivering up of the papers, evidently rested on the allegation that the change of country solicitors was not *bona fide*, but a mere device on the part of the original country solicitor to postpone his London agent's claim; in short, that there was connivance between the client and his first solicitor to effect this postponement. Supposing, for the sake of argument, a court of equity were satisfied of the existence of circumstances such as those on which the London agent in this case rested his objection to the order being made—circumstances, he it observed, very difficult of proof—such a decision as the present would not, of course obtain, for it would be manifestly nothing short of a fraud upon a London agent, that he should by such means be deprived of the ordinary lien which would attach to the papers in his possession under circumstances similar to those in the case before us, supposing the costs of the original country solicitor not to have been really satisfied by his client. Again, it seems to us that there might be circumstances existing between a country solicitor and his client of a nature requiring more than a simple affidavit that nothing was due from the suitor to his or her late solicitor before the London agent should be deprived of his lien, for in a case of *mala fides* there is nothing to prevent such a suitor changing solicitors a second time, thus getting the papers into the hands of his or her original solicitor. The power of a suitor to change solicitors in Chancery proceedings without paying the former solicitors' costs is often improperly and unfairly made use of, apart from the question of lien, and it is quite a question whether the mode of procedure in such cases might not with advantage be assimilated to that which obtains in common law.

The next decision to which we refer is that in *Corrie v. Sayers*, before Bacon, V.C., which illustrates the danger attendant upon the office of trustee, even when such trustee is a solicitor, where a *cestui que trust* shows a disposition to hostility and vexatious conduct: There were two suits relating to the matter—the first was brought by trustees, seeking to be discharged from their office, on the ground of the annoyance and persecution they had suffered at the hands of the beneficiaries; the other was by Mr. and Mrs. Corrie, on whose marriage, in Aug. 1868, a settlement had been made. This suit sought, in the first place, to set aside the settlement altogether; failing that, it sought to have a power of absolute appointment by deed given to Mrs. Corrie, which would enable her at once to defeat it, and also to have the trustees removed and fresh trustees appointed. The husband brought no property into settlement. The trustees were a relation of the wife and Mr. Bonnar, a solicitor, of Gloucester, who was employed to prepare the settlement. The settlement was impeached on the ground that the husband and wife were, as they averred, ignorant of its contents and executed it by mistake. The trustees, before filing their

bill, had received very strong letters from the plaintiffs, charging fraud and misconduct connected with the preparation and execution of deeds constituting the settlement. The wife's relation, or trustee, died while the proceedings were pending. His Honour commented on the flimsy device which had been resorted to of joining the wife as co-plaintiff by her next friend with the husband, and said he never knew so utterly baseless and ill-advised a proceeding as this attempt had been. The cross bill was dismissed with costs, and as for the bill by the trustee his Honour said he felt greatly for Mr. Bonnar, who had been exposed to insult, obloquy, and abuse in letters, the nature of which his Honour would not trust himself so characterise, and the court could only view them with disgust. His Honour said he feared he could not discharge Mr. Bonnar, but another trustee must be appointed with him, and inquiry must be made as to who would be a fit and proper person. The cost of the cross bill were ordered to be paid by the husband and the next friend of the wife, any deficiency to be a charge on the trust estate. This case furnishes a lesson which might be usefully read to many unprincipled persons, who, having induced a solicitor to accept the office of trustee under a marriage settlement, are found ready—at the instigation no doubt at times of other persons—to turn round on those who thus accept positions of a fiduciary character, and not only prefer charges against them, for which there is no shadow of foundation, but further, are even ready to assail their professional character and reputation in a manner which, if founded in truth, would be sufficient to utterly ruin them. The Profession, indeed, needs that protection against such unscrupulous persons which was happily afforded by the Vice-Chancellor in the present case.

The only other decision to which we will here refer is a recent one by Sir James Hannen arising out of the divorce suit of *Gladstone v. Gladstone*. An application was made to the learned Judge for an order that payment of the costs of the petitioner (the wife) who had obtained the usual decree nisi, should be delayed until the results of the intervention of the Queen's Proctor was known. It was said that execution was issued against the husband for payment of such costs, although, as contended by his counsel they were not payable till the decree was made absolute, that is, until a space of six months after the original hearing. It would be a serious hardship alike on solicitors and clients if—especially in the case of a petitioner being the wife—such a rule obtained, and, moreover, it would open the door to something very like fraud for an unsuccessful respondent or co-respondent might find it answer the purpose to make such representations to the Queen's Proctor as would lead to that officer taking action and thereby postpone the payment of costs by, at all events, delaying the rule being made absolute. The petitioner's solicitor, said the learned Judge, acting on her behalf, had carried the case to a successful issue, and surely his costs were not to be made contingent on some new proceeding or evidence. Such a course was contrary to reason and justice. Mrs. Gladstone, through her solicitor, had succeeded, and being successful, the respondent must pay the costs. As may have been expected, the motion was refused with costs.

A CORRESPONDENT writes: "I should be sorry if the announcement in your last issue upon the subject of the successful study of the law by a solicitor at Cambridge should by any possibility be misunderstood. Although, perhaps, not pursuing the study of this science to such lengths, or while actually on the rolls, still a very large number of practising solicitors have, at all events, as students, distinguished themselves at our universities, and to the correctness of this assertion the Law List bears ample testimony, not that I suggest that it is necessary to distinction in either branch of the Profession, that a man must enter the portals of an university, for I am fully alive to the fact that many distinguished lawyers, especially at the Bar, received other than an university education. At the risk of the suggestion that to associate a solicitor who has distinguished himself in the study of the law with the notion that he ought at once to betake himself to the other branch of the Profession, is to advance a contention derogatory to the general body of solicitors as detracting from their well merited achievements as a separate profession, I will suggest, for the sake of argument, that the gentleman to whose success you last week referred, at some future time will entertain the idea of being called to the Bar, surely it is not difficult to imagine his astonishment at being confronted with the ancient and unnecessary restrictions involved in the seventh consolidated regulation of the Inns of Court, which requires the removal of the name of a solicitor from the rolls before he can even enter as a student of one of such inns so to continue for a period of three years. Imagine a solicitor who has taken the highest degrees in

law which the first university in the world offers being required to procure his name being struck off the rolls, and then pass a preliminary examination in English history and the English and Latin languages." We believe this is insisted on in the case of all who have been on the rolls, though exceptions exist in other cases, before admission as a student of one of the Inns of Court. Our views on this subject are well known. We are aware that as regards some of the foregoing objections, partial provision is made for their being got over by the 2nd, 10th, and 53rd of the Consolidated Regulations of the Inns. But relaxation of the rules, rests for the most part with the council, who, judging by the provisions of the 7th rule, would certainly not be predisposed in favour of a student who had been a solicitor, however distinguished. Members of the Bar fancy that the terms of the Attorneys' Act, requiring barristers to enter into articles of clerkship to a solicitor before admission to the Rolls, is an argument—about the only one frankly advanced—in favour of the retention of the rules of the Inns of Court of which we complain. If it is worthy of the name of argument it is a painfully weak one, for the existence of the former provision on the statute book can only be accounted for by the fact that at all events, until somewhat recently, it was only occasionally that a member of the Bar was found who seriously entertained a wish to pass to the solicitor's branch of the Profession. If the Bar really required its repeal it would meet with no objection. There is nothing to prevent a student for the Bar entering the office of a solicitor for the purpose of acquiring professional knowledge during his studentship, and the 6th section of the 6 & 7 Vict. c. 73, expressly provided for an articled clerk serving one year of his term in the chambers of a barrister or special pleader, and yet in such cases no exception is made to the respective requirements by which a professional man must enter upon a second studentship before he can pass from one branch of the Profession to the other, which cannot be defended on grounds either of principle or expediency. It was only the other day that the reply of the Benchers to the Council of the Incorporated Law Society was a refusal to relax the provisions of the 7th Regulation of the Inns, and reminding the Council that barristers have to serve under articles before they can be admitted as solicitors."

THE learned judge of the Worcester County Court has recently directed attention to an illegal practice, which we are sorry to say obtains throughout the country far more largely than is generally supposed. We refer to a system adopted by many debt collectors of frightening alleged debtors into payment of money by sending such persons printed forms with a formidable heading purporting to be process issued by a County Court. It is not long since that a debt collector in Lancashire was committed for trial on such a charge. His Honour (Mr. Rupert Kettle), on taking his seat in the Worcester County Court, on the occasion in question, is reported to have said that a paper had been put into his hands, issued by a person whose name and address he did not think it necessary to state, and purporting to be a County Court process. The issuing of that paper was a very serious breach of the law, and if he found any more of those papers in circulation in the district of that court, he should send them to the solicitors of the Treasury, in order that the persons who issued them might be prosecuted. The paper in question had the appearance of an official document. It is headed, "Notice before proceeding in the County Court," and an extract from the 9 & 10 Vict. c. 95, is printed at the foot. We regret that his Honour omitted to state the name of the offender. He is, no doubt, either a debt collector or a tradesman seeking to enforce payment by the means resorted to. In London many timid persons are in this way frightened into payment of money, and it would be well if such contempt of court were visited in one or two cases with a Treasury prosecution.

A CASE of *Singleton v. Singleton* (the Queen's Proctor intervening) came before the Divorce Court on Monday last. We direct attention to this case in consequence of some remarkable evidence given by one of the witnesses, who deposed that he carried on business as an accountant at Southampton Buildings, and that he was in partnership with Mr. Dennis, a solicitor. It is only fair to say that Mr. Dennis, on cross-examination, swore that he was not in partnership with the accountant in question. We trust that some explanation will be forthcoming in regard to such contradictory evidence upon an important professional question. The 32nd section of the Attorneys and Solicitors' Act 1843, provides that solicitors shall not allow their names to be made use of in any action, &c., upon the account or for the profit of any unqualified person, &c., and we

think that this provision would in part meet the case of a solicitor in partnership with an accountant.

A COUNTRY solicitor writes to us as follows:—"I am glad to notice that you are doing what you can to enforce etiquette in both branches of the Profession, to maintain which it is necessary that we should be protected against the inroads of unauthorised persons. I am sorry that sharp practice, especially in the City of London, is still frequently resorted to by solicitors. The following recently came under my notice: A plaintiff's solicitor obtained an order directing two defendants to make affidavits of documents; these were duly made and filed, and notice given to plaintiff's solicitor, who assumed that one defendant had not complied with the order, having obtained an office copy of an affidavit sworn to by the other defendant only, the fact being that each defendant had made a separate affidavit. Acting on such assumption, plaintiff's attorney served a copy of the order on the defendant supposed to be in default, and then wrote to his solicitor, stating that he believed the omission to be for good reason, and that he had served copy order on defendant personally, in order to make it a rule of court for the purpose of attaching this defendant. The defendants' solicitors were quite above sharp practice, and not only would not have adopted the course imputed to them, but would, if written to, suggesting that the order was not complied with, at once have explained the position." We quite concur in the view of our correspondent, and are tempted to express the hope that the sharp attorney of the plaintiff did make the order a rule of court, for in that case the costs of such a step would have to be borne by himself; a little more regard for professional feeling would have proved to his own advantage in this particular instance. It is a consolation to know that the masters as well as the judges in the common law judges' chambers have set their faces against such discreditable practice. Our correspondent adds, speaking of professional etiquette, "A member of the Bar recently called on me, and on his card I notice the words, 'Barrister-at-law,' and in the corner his private and business address. It struck me as rather unique."

THE Bills of Sale Act Amendment Bill stands for committee on the 13th April next. Mr. W. T. Charley, M.P., has given notice that he will move to insert after clause 4, the following clause:—" (Presence of attorney of Superior Court.)—No bill of sale made after the passing of this Act shall be of any force unless there be present some attorney of one of the Superior Courts on behalf of the person giving the bill of sale expressly named by him, and attending at his request, which attorney shall subscribe his name to the due execution thereof, and shall state in his attestation that the bill of sale was read over and its nature and effect explained to his client before it was executed, but nothing in this section shall tend to invalidate any mortgage or other instrument except to the extent hereby provided." A similar provision was contained in the Legal Practitioners' Bill of last session, and we trust that it will be enacted in the interest of a large section of the public. Forms of bills of sale are now sold by every law stationer, the terms of many of which are most stringent and one-sided, and large numbers of persons are induced, being in want of money, to sign these, in partial ignorance as to their operation, and of the powers conferred on the mortgagee.

A CASE of *Meux and others v. Jacobs* came before the House of Lords on the 2nd inst. on appeal from a decision of the Master of the Rolls. The question was as to the property of the appellants as mortgagees of leaseholds in certain trade fixtures, and how far the claim was affected by the Bills of Sale Act. It positively transpired that the judgment of the Master of the Rolls was based on the assumption that a certain bill of sale had been duly registered under 17 & 18 Vict. c. 36; the fact being that it had never been so registered. We can hardly credit the fact that this case should have been argued by counsel before the Master of the Rolls without evidence on such a vital point, and the costs of an appeal to the House of Lords have been incurred before the mistake was discovered.

CAPTAIN BEDFORD PIM, M.P., was at all events on one occasion inconsistent, in the evidence he gave before the committee of the House of Commons on Monday last, in regard to the Honduras loan. Being asked by Sir Henry James what he was, he is reported to have answered that he was a captain in the Royal Navy, and a Barrister-at-law. Being pressed as to his knowledge in regard to the loans to this Government it was found to be deficient, but a member of the

committee looking upon him as a financial agent, the question was asked—"But surely as financial agent it was your business to know something about it?"—I was not a financial agent. Gentlemen of the Bar may use that document to make a point, but I tell you as a sailor I had no idea of being a financial agent." The document referred to was Capt. Pim's appointment as an agent of the Honduras Government, and the learned gentleman seems suddenly to have forgotten that he was himself a member of the Bar. It was hardly a fair retort upon Sir Henry James.

It may not be generally known that certificated special pleaders and conveyancers are liable to be sued in an action for the negligent discharge of professional duties, and can recover their fees by action at law from a solicitor or other client employing them. It is usually supposed that all associates of the Superior Courts of Common Law in England and Ireland are necessarily members of the Bar, the fact being that some have no connection with the Profession.

NOTES OF NEW DECISIONS.

COSTS—RECOVERY AFTER AMENDMENT FOR NON-JOINDER OF DEFENDANTS.—The plaintiff issued a writ in an action for £327 against L., who afterwards, but before the service of the writ, paid to the plaintiff £319 in respect of the claim. L. then pleaded the non-joinder of two other defendants, and the writ and declaration were amended under sect. 38, C. L. P. Act 1852, by the addition of the suggested names. The action proceeded against the three defendants, and was eventually referred. The arbitrator awarded that there was a balance of about £23 still due to the plaintiff from the defendants, having credited the latter with the £319 paid by L., and which was pleaded as payment before action. He refused to certify for costs. Held, that the plaintiff had recovered in the action only the sum awarded, and that he was not entitled, as against L., to consider the £319 paid after the issuing of the writ as recovered in the action, so as to entitle him to costs against L., but came within 30 & 31 Vict. c. 142, s. 5: (*Balmains v. Lickfold*, 32 L. T. Rep. N. S. 63. C. P.)

PRACTICE—PRODUCTION OF DOCUMENTS—DISCOVERY—SEALING UP.—The defendant was agent to the plaintiffs for the sale of patent ruffles according to the terms of a certain agreement. The plaintiffs believed that the defendant had violated the terms of the agreement, and accordingly filed a bill against him for an account. The defendant, by his answer, submitted that the inquiries made by the interrogatories as to the names of the persons to whom he had sold the goods, and as to the quantities and particulars of such sales were wholly immaterial to the questions at issue. The plaintiffs took out a summons for the production of documents, and the defendant, by his affidavit, admitted the possession and relevancy of the documents, and agreed to produce the documents mentioned in the first part of the first schedule to his affidavit as relating exclusively to these transactions with the plaintiffs, but declined to produce certain other documents mentioned in the second part of the said first schedule, on the ground that in them were contained the whole of his business transactions, except those contained in the documents he had agreed to produce. The plaintiffs accordingly took out a further summons to produce the documents contained in the second part of the said first schedule, upon which the chief clerk made an order to produce the documents required. On this summons being adjourned into court, it was held by Bacon, V.C., that the defendant was bound to produce all the documents in question: Held (varying the order of the Vice-Chancellor), that the defendant must be allowed to seal up the names and addresses of his customers, and was only bound to produce the entries showing the quantities of goods sold, and the prices. A discovery which is useless to the plaintiff for any purposes of the hearing, but which may be very injurious to the defendant in case the plaintiff fails at the hearing, is not a discovery that ought to be made: (*Heugh v. Garrett*, 32 L. T. Rep. N. S. 45. Chan.)

SPECIFIC PERFORMANCE.—The owners of an English patent, and of certain foreign patents obtained for the same invention, agreed with A., a consideration of pecuniary advances made by him to them, to procure the transfer to him of certain fully paid-up shares in a proposed company, to be formed with the object of purchasing their English and foreign patents, and which were to be allotted to them in part payment of their interests in the patents. The company was to be called the Non-Radiating Steam Engine Company, and was to have a capital of £220,000. The patentees also appointed A. their agent for the sale of a certain number of the shares that were to be allotted to him as aforesaid in such company, and it was arranged that the shares

which A. should obtain for his advances should be applied towards fulfilment of the contracts which he, as their agent, should enter into with purchasers of shares. Under these arrangements, A. became entitled to 847 shares, and sold 224 shares to various persons. The scheme of the company, as at first proposed, was abandoned, and the patentees brought out a company called the Patent Steam Engine Company, with a capital of £100,000, and formed with the object of purchasing the English patent only. The patentees then refused to transfer any of the shares which they had acquired in the second company to A., and the several persons to whom he had sold shares. On a bill by A. and the several purchasers of shares from him to enforce specific performance of the arrangements which had been entered into between A. and the patentees. Held, that the second company comprehended, in effect, the substance of the contract which existed between the parties, and that an objection for want of mutuality in the contract could not be sustained. Held, also, that an objection for multifariousness, on the ground of misjoinder of plaintiffs, and that each plaintiff ought separately to make out his own case, could not, under the circumstances, be supported: (*Turner v. Thorp*, 32 L. T. Rep. N. S. 56. V. C. B.)

HEIRS AT LAW AND NEXT OF KIN.

SALTER (Wm.), East Dereham, Norfolk. Child or children to come in by April 8, at the chambers of V.C.M. April 13 at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

ARKWRIGHT (Rev. Julius), Latton, near Harlow, Essex. one dividend on the sum of £2699 14s. 9d. Three per Cent. Annuities. Claimant, Robert Wigram Arkwright, one of the executors of the Rev. Julius Arkwright, deceased.
ASHBURNER (Robert), Castle-street, Falcon-square, Esq., and Miss (Jasper) Rumbold, Melkham, Wiltshire, Esq. £400 Three per Cent. Annuities. Claimant, said Jasper Rumbold King, the survivor.
CHAMBERLAIN (John Matthews), Basinghall-street, London, solicitor, £33 19s. 10d. Three per Cent. Annuities. Claimant, said John Matthews Chamberlain.
LAFONT (Rev. Ozle Russell), the Rectory, Hinxworth, Herts, clerk, £192 9s. 3d. Three per Cent. Annuities. Claimant, said Rev. Ozle Russell Lafont.
PRICE (Rev. John), Vicar of Warle, Somerset, £75 6s. 11d. Reduced Three per Cent. Annuities. Claimant, Rev. Thos. Oliver Rogers, clerk, surviving executor of the late Rev. John Price, deceased.
SWAN (Robert), Lincoln, Esq., £114 11s. 10d. Three per Cent. Annuities. Claimants, Mary Ann Swan, widow, and John West Mackin, surviving executors of Robert Swan, deceased.
TEMPEST (John), Winyard, Durham, Esq., deceased. £75 Three per Cent. Annuities. Claimants, Official Trustees of the charitable Funds, pursuant to an order of the Charity Commissioners, dated 21st Feb. 1875.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BATTERSEA FOUNDRY AND HORSE SHOE WORKS (LIMITED).—Creditors to send in by April 22, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. Whinney, 8, Old Jewry, London, the official liquidator of the said company, at 3, at the chambers of V.C.H., at one o'clock, is the time appointed for hearing and adjudicating upon such claims.
GENERAL SOUTH AMERICAN COMPANY (LIMITED).—Petition for winding-up to be heard April 16, before V.C.M.
SNOWDON SLATE QUARRIES COMPANY (LIMITED).—Petition for winding-up to be heard April 16, before V.C.H.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BAKER (Louisa), 2, Moreland villas, Highbury Hill Park, Holloway, Middlesex, widow. April 15; Percy C. F. Tatham, solicitor, 17, Queen Victoria-street, London. April 24; V.C.H., at twelve o'clock.
BARTON (John), Duffield, Derby. April 19; Bass and Jennings, solicitors, Burton-upon-Trent. May 3; M. R., at eleven o'clock.
BERRY (William), 62, Chancery-lane, Middlesex, and of Croydon, Surrey, solicitor. April 15; J. T. Campbell, solicitor, 17, Warwick-square, Regent-street, London. April 29; V.C.M., at twelve o'clock.
BONE (Jos.), Barcott, Bucks, sheepdealer. April 15; Frederic Willis, solicitor, Leighton Buzzard, Bedford. April 22; V.C.M., at twelve o'clock.
BROWN (Charles Galimore), Bilston, Stafford, gentlemen. April 15; John Clark, solicitor, Willenhall, Stafford. April 22; V.C.M., at twelve o'clock.
CARTWRIGHT (Edw.), Brierley Hill, Stafford, coal master. April 17; Edward W. Bernard, solicitor, Stourbridge. April 27; V.C.H., at twelve o'clock.
EAMES (Thos. M.), 48, High-street, Bloomsbury, Middlesex, baker. April 19; C. H. Hodgson, solicitor, 9, Salisbury-street, Strand, London. May 3; M. R., at eleven o'clock.
JORDAN (George C.), Torquay. May 10; R. H. Pearpoint, solicitor, 50, Leicester-square, London. June 1; M. R., at twelve o'clock.
MEKE (Geo.), the elder, Russell-square, Middlesex, and Brantford Park, near Balcombe, Sussex, Esq. April 30; A. J. Riddle, solicitor, 2, Harcourt-buildings, Temple. May 10; V.C.M., at twelve o'clock.
MEKE (Geo.), the younger, Brantford Park, near Balcombe, Sussex, Esq. April 30; Alfred J. Riddle, solicitor, 2, Harcourt-buildings, Temple, London. May 10; V.C.M., at twelve o'clock.
MITCHELL (Thos.), 19, Gore-road, Victoria Park, Middlesex, soap maker and bone boiler. April 17; E. Seymour, solicitor, 17, Little Tower-street, London. April 28; V.C.M., at twelve o'clock.
RYDER (Samuel), Great Grimsby, Lincoln, fisherman and snackbar. April 15; J. H. Hinton, solicitor, Great Grimsby. V.C.M., at twelve o'clock.
SOUTHERN (Geo. Wm.), formerly of Mount House, Lanesley, Durham, late of Wentworth-place, Newcastle-upon-Tyne, one of H. M.'s inspectors of mines. April 12; J. W. Brown, solicitor, Newcastle-upon-Tyne. April 19; V.C.M., at twelve o'clock.

WILLIAMS (Rev. George), the Greenways, Badgworth, Gloucester. April 15; Kearsey and Parsons, solicitors, Stroud, Gloucester. April 29; V.C.H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BAKER (Samson C.), formerly of Atherton, Warrick, and late of Atterton, Leicester, nurseryman. April 12; Coleman and Coleman, solicitors, 27, Colmore-row, Birmingham.
BARNARD (Fulke T.), Huntington Villa, Clifton, and of Albion Chambers, Small-street, Bristol, public accountant. June 1; J. and H. Livett, solicitors, Small-street, Bristol.
BOYD (Jean C.), formerly of Clevedon, late of 22, Colville-terrace, East, Bayswater, London, May 1; Danger and Cartwright, solicitors, 3, Baldwin-street, Bristol.
BERESFORD (Geo.), St. Helen's-street, Chesterfield, Derby, cabinet maker. April 17; R. T. Gratton, solicitor, 5, Knifesmith-gate, Chesterfield.
BOYNTON (Thos.), 15, Bryanston-square, Middlesex, and of Cranford Hall, Suffolk, Esq. April 12; Thos. Percy Borrett, solicitor, 6, Whitehall-place, Middlesex.
BROOKS (Mary), formerly of Regent-street, late of 9, Great Marlborough-street, Middlesex, spinster. April 9; E. and H. Tylee, Wickham and Moberly, solicitors, 14, Essex-street, Strand, London.
BUCKERIDGE (Rev. Alfred), St. Sidwell, Exeter, clerk. April 30; R. T. Campion, solicitor, 8, Bedford-circus, Exeter.
CARR (Geo.), Duke's-lane, Kensington, Middlesex, retired builder. April 17; Carr, Fulford and Carr, solicitors, 7, Vigo-street, Regent-street, London.
CHAMBERLAIN (Geo. M.), Battenhall, St. Peter the Great, Worcester, gentleman. May 17; Piddock and Son, solicitor, 40, Foregate-street, Worcester.
CHAMBERLAYNE (Jos. C.), late of Mangersbury Manor House, Stone-in-the-Wold, Gloucester, formerly of Mont Charnet, near Llanidloes, in Wales, gentleman. Esq. May 1; Cole, Cole, and Jackson, solicitors, 36, Essex-street, Strand, London.
CHAMBERS (Dr. Jas. W.), M.D., Clover Hill, Sligo. June 1; J. J. Tweedy, solicitor, 29, North Frederick-street, Dublin.
CORRETT (Jos.), Newcastle-upon-Tyne, hosier and glover. May 9; Alan and Davies, solicitors, 25, Grainger-street, Newcastle-upon-Tyne.
CORY (Frederic), 113, Fenchurch-street, London, gentleman. April 29; R. W. Busby, solicitor, 62, Mark-lane, London.
COUBINS (Richard Thos.), 4, Palace-gardens, Kensington, Middlesex, Esq. May 15; West and King, solicitors, 60, Cannon street, London.
CRESSWELL (Edw. E.), Osborne House, Exeter, Devon-gentleman. June 15; H. Fryer, solicitor, 1, Gray's-inn place, Gray's-inn, London.
CROSS (Ann), Winslow, Bucks, spinster. May 1; Willis and Willis, solicitors, Winslow.
DAVISON (Geo.), formerly of North Shields, shipowner, afterwards of Chatterwood Park, Northumberland, and late of Bishopswearmouth, in Wales, gentleman. Esq. May 20; J. C. Wilford, solicitor, 19, Fawcett-street, Sunderland.
DUNFORD (Jas.), Exeter, coal merchant and shipowner. April 30; R. T. Campion, solicitor, 8, Bedford-circus, Exeter.
DUPLOCK (Julia M.), formerly of Great Malvern, late of Petersfield, Southampton, spinster. April 21; E. M. Duplock, solicitor, 52, Park-crescent, Stockwell, Middlesex.
DUNFORD (Mary Anne), Walmer, Kent, spinster. April 30; Geo. Thatchers, solicitor, 19, Bennet's-hill, Doctor's Commons, London.
ELLIS (Geo.), late of Campden Lodge, formerly Campden Villa, Upper Addiscombe-road, Croydon, Surrey, gentleman. April 30; Rutherford and Son, solicitors, 14, Gracechurch-street, London.
FISHER (Capt. Peter), R.N., Chatham, Kent. May 15; Walker and Martineau, solicitors, 13, King's-road, Gray's inn, London.
FOSTER (Mary), Mansfield, Notts, widow. April 19; Wm. Bryan, solicitor, Mansfield.
FRASER (Elizabeth), 77, Colleshill-street, Eaton-square, Middlesex, spinster. May 1; J. S. Ward, solicitor, 32, Lincoln's Inn-fields, London.
GILLINGHAM (Wm. W.), Rochford, Essex, gentleman. April 2; John Champ, wine merchant, Chelmsford, Essex.
GLENNY (Francis), Chadwell Heath, Essex, farmer. April 12; Messrs. Hileary, solicitors, 5, Fenchurch-buildings, Fenchurch-street, London.
GOULDEN (Wm.), Exeter, retired butcher. April 30; Robt. T. Campion, solicitor, 8 Bedford-cir. us, Exeter.
GRAY (John), Q.C., 14, Gloucester-road, Regent's Park, Middlesex, Esq. May 29; Crowdy and Son, solicitors, Faringdon, Berks.
GRIFFITHS (Jos.), Alton-place, Wyde Green, near Birmingham, and 69, Great Hampton-street, Birmingham, jeweller. E. R. Williams, solicitor, 27, Bennett's-hill, Birmingham.
HALL (Thos.), 2, Canterbury-villas, Holland-road, Brixton, Surrey, gentleman. April 12; R. S. Grogan, solicitor, 8, Angel-court, Throgmorton-street, London.
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HARVEY (otherwise HAGGE (Martha)), 12, Dorset-gardens, Brighton, Sussex, widow. April 29; Thos. A. Goodman, solicitor, 19, Prince Albert-street, Brighton.
HEMS (Benjamin), 3, Pelham-villas, Salisbury-road, Dalston. April 30; Jacobs and Co., solicitors, 20, Budge-row, Cannon-street, London.
HISCOCK (John), formerly of Leeds, late of Harrogate, York, cloth finisher. June 20; North and Sons, solicitors, 4, East Parade, Leeds.
HODGES (Serena), 22, Bryanston street, Marylebone, Middlesex, spinster. April 20; Gerrard, James, and Wolfe, solicitors, 13, Suffolk-street, Pall Mall East, London.
HORN (Wm.), formerly of Duke-street, Bloomsbury, afterwards of 14, Victoria-road, 12, St. John's Town, Middlesex, but late of Scotland Farm, Warfield, near Bracknell, Berks. April 28; Farrer and Co., solicitors, 66, Lincoln's-inn-fields, London.
HUGONIN (Francis J.), Trentham, Torquay, Esq. April 30; M. and H. Turner, solicitors, 42, Jermyn-street, St. James's, London.
HUNT (Thos.), 1, Lyceum Tavern, 351, Strand, Middlesex, licensed victualler. April 15; James, Curtis, and James, solicitors, 23, Ely-place, Holborn, London.
JACOBS (Jos.), Clayton-street, Newcastle-upon-Tyne, pawnbroker and general dealer. June 1; J. G. and J. E. E. J. solicitors, 1, Newgate-street, Newcastle-upon-Tyne.
JAMES (Wm.), Charlton, Henbury, Gloucester, yeoman. May 1; Danger and Cartwright, solicitors, 3, Baldwin-street, Bristol.
JEKYLL (Robert), 23, Tufton-street, Westminster, Middlesex. May 12; E. Draper, solicitor, 60, Vincent-square, Westminster.
JONES (Rachel), formerly of Winslow, Bucks, late of Watford, Herts, widow. May 1; Willis and Willis, solicitors, Winslow, Bucks.
JOS. (Thos.), Royal York Crescent, Clifton, Bristol. Esq. April 30; Wadham and Chilton, solicitors, 3, Small-street, Bristol.
Joy (Wm.), Cheam, Surrey, Esq. May 10; Parker and Co., solicitors, 18, St. Paul's-churchyard, London.
KINGSNORTH (John), Ingles, Folkestone, Esq. June 1; Tassell and Son, solicitors, Faversham.

KILLICK (John), Hornsey-la, Highgate, Middlesex, Esq. May 15; Bloom and Co., solicitors, 1, Lincoln's Inn-fields, London.

LEE (Barrett), Cheltenham, widow, April 6; Ticehurst and Sons, solicitors, Essex-place, Cheltenham.

LEVY (Abraham), 50, Gloucester-gardens, Bishop's-road, Paddington, Middlesex, and 6, London-street, Fenchurch-street, London, merchant, April 30; Jackson, Fox, and Allen, solicitors, 55, Chancery-lane, London.

LEYER (Chas. B.), 49, Bedford-row, and 25, Norfolk-crescent, Hyde-park, Middlesex, solicitor, July 1; Wm. Geo. Stuart, solicitor, 6, Gray's-inn-square, London.

MARSHALL (Edw. J.), 6, Nelson-street, Camden Town, Middlesex, bellhanger, April 12; Denton, Hall, and Barker, solicitors, 15, Gray's-inn-square, London.

LUSH (Frances S.), 1, Kilnington, Somerset, widow, May 1; Wakeman and Bleack, solicitors, Warminster, Wilts.

LEWIS (Chas.), Bart., 73, Harley-street, Middlesex, and Kinnoroe, Co. Forfar, N.B., May 12; Wilde, Beyer, and Co., solicitors, 21, College-hill, London.

MARSHALL (Edward J.), 6, Nelson-street, Camden Town, Middlesex, bellhanger, April 12; George Baker, 139, Tottenham-court-road, Middlesex.

MEDLOCK (Henry), 28, Charles-street, St. James's-square, Middlesex, and 10, Rochester-square, Camden Town, Middlesex, Doctor of Philosophy, April 30; F. Lovell Keays, solicitor, 26, Charles-street, St. James's-square, London.

MICHELL (Henry), West-street, Horsham, Sussex, brewer, May 5; French, Hardwick, and Harvie, solicitors, Bognor, Sussex.

MILNER (Wm.), Liverpool, patent fire resisting safe manufacturer, May 1; Rodgers, Thomas and Swift, solicitors, Bank-street, Sheffield.

MONBER (John T.), formerly of Stockwell, Surrey, late 2, Denmark hill, Surrey, and Lime-street, London, Esq., May 1; A. Howard, solicitor, 40, Old Broad-street, London.

NICHOLSON (Phoebe), formerly of Mitcham-road, Croydon, Surrey, cowkeeper, late of Waddon New-road Croydon, widow, April 20; Wilkins and Blyth, solicitors, 10, St. Swithin's-lane, London.

NOON (Chas.), Knighton, Leicester, Esq., May 1; Stone and Bilson, solicitors, Welford-place, Leicester.

OLIVER (Wm.), 12, Avenue-road, Regent's Park, and 33, Whitfield-street, Tottenham-court-road, Middlesex, timber merchant, June 30; H. Mott, solicitor, 22, Bedford-road, London.

PALMER (Geo. D.), 6, Devonshire-terrace, Notting Hill, Middlesex, chemist, June 24; E. Ward, The Chestnuts, West Hill, Sydenham, Surrey.

PEACOCK (Mary), 6, Upper Bath-place, Dalston, Middlesex, widow, May 1; Jos. Harris, solicitor, Bishopsgate Churchyard, London.

PHILLIPS (Dr. Edw.), M.D., 40, Harley-street, Middlesex, May 1; Valance and Vallance, solicitors, 20, Essex-street, Strand, Middlesex.

PICARD (Thos.), Whipcross, Walthamstow, Essex, late bailiff of the Manor of Leyton, May 1; H. Ramsden solicitor, 150, Leadenhall-street, London.

PROTHIER (Rev. Edw. R.), formerly rector of Chettle, Dorset, and late of Child Okeford, Dorset, May 10; Walker, Jerwood, and Co., solicitors, 12, Farnival-inn, London.

RAWLEY (Samuel Thos.), 61, High-street, Notting-hill, Middlesex, Italian warehouseman, May 15; West and King, solicitors, 63, Cannon-street, London.

RIGGALL (Fred.), 54, Great Charlotte-street, Blackfriars, London, draper, April 19; Foreman and Cooper, 7, Gresham-street, London.

ROSE (Jas.), formerly of Calcutta, and a member of the City of London Company, of the same place, merchants and agents, and late of 6, Spring-gardens, Middlesex, Esq., Sept. 13; Mrs. Margaret Rose, 16, Norland-square, Bayswater, Middlesex.

SHALDHAM (Lieut. Gen. Thos. H.), Cheltenham, April 24; Ticehurst and Sons, solicitors, Essex-place, Cheltenham.

SHAW (Henry), King's Heath, Worcester, gentleman, April 15; Saunders and Bradbury, solicitors, 20, Temple-row, Birmingham.

SHAW (Sarah), 330, Mosely-road, King's Norton, Worcester, widow, April 15; Saunders and Bradbury, solicitors, 20, Temple-row, Birmingham.

SHEEPSHANKS (Rev. Thos.), formerly of St. John's Rectory, Coventry, Warwick, and late of 15, Campden-hill-road, Kingston, Middlesex, May 21; Rodde and Partington, solicitors, 53, Davies-street, Berkeley-square, London.

SHEWTON (Needham), Belgrave-gate, Leicester, butcher, June 1; Stone and Bilson, solicitors, Welford-place, Leicester.

SHEPPARD (Elizabeth A.), formerly of Cowley-place, Devon and late of Knowle, near Newton Abbott, Devon, widow, May 12; D. S. Morice, solicitor, 8, Serjeant's Inn, Fleet-street, London.

SMITH (Henry), Wolverhampton, solicitor, and coroner, May 15; W. H. Phillips, solicitor, King-street, Wolverhampton.

SMITH (Miles), 2, Approach-road, Victoria Park, Middlesex, colourman, April 24; A. Taylor, 7, Cardington-street, Euston-road, Middlesex.

SOLOMON (David), formerly of 25, Batty-street, Commercial-road, East, Middlesex, late of 21, Burdett-street, Burdett-road, Bow, Middlesex, jeweller, May 1; J. Adell, solicitor, 33, King-street, Chapsale, London.

SOUTHAMPTON (Rt. Hon. Chas. Lord), May 13; Jacob Birr, solicitor, 1, Southampton-street, Fitzroy-square, London.

SPENCER (Henry), Derby, grocer, May 1; John Moody, solicitor, Bank Chambers, Derby.

STENKINGS (Mary), 387, Lorraine-place, Holloway, Middlesex, widow, April 30; Mead and Son, solicitors, 5, Jermyn-street, St. James's, Middlesex.

THORN (Wm. B.), Exeter Villa, Sidcup-hill, Sidcup, Kent, and 4, Pall Mall, Middlesex, jeweller, April 10; Smith and Co., solicitors, Northumberland-street, Charing Cross, London.

TINLING (Mary Ann), 23, Carlton-crescent, Southampton, widow, April 24; Thos. Brace, solicitor, 9, Chandos-street, Cavendish-square, London.

TODD (John), Victoria park, Manchester, Esq., April 30; Wm. L. Welsh, solicitor, 52, Brown-street, Manchester.

TOMKINSON (Thomas), formerly of 11, Maddox-street, Regent-street, Middlesex, late of 2, Queen-square, Bath, Esq., April 23; Farrer, Overy, and Co., solicitors, 63, Lincoln's Inn-fields, London.

TONGER (Julia), Barlow Hall, Withington, Lancashire, spinster, May 23; F. Whitaker, Duchy of Lancaster Office, Lancaster-place, Strand, London.

TRACY (Catherine), formerly of 19, Upper Phillimore-place, Kensington, Middlesex, late of 10, Allen-terrace, Kensington, Middlesex, April 15; Routh and Stacey, solicitors, 14, Southampton-street, Bloomsbury, Middlesex.

VANNEY (Harriet C.), 229, Regent-street, Middlesex, and Claremont, Upper Richmond-road, Wandsworth, Surrey, widow, May 1; Pike and Son, solicitors, 26, Old Burlington-street, London, W.

WATSON (Robert), 1, Phillimore-gardens, Kensington, Middlesex, solicitor, May 1; Watson and Sons, solicitors, 12, Bouverie-street, Finsbury, London.

WHITAKER (Sarah), 152, Queen's-road, Bayswater, Middlesex, widow, May 1; Routh and Stacey, solicitors, 14, Southampton-street, Bloomsbury, Middlesex.

WILSON (Edw. T.), formerly of 1, St. James's-terrace, Regent's Park, and 3, Plowden-buldings, Middlesex, late of 6, Pump-court, Temple, London, barrister-at-law, May 1; R. Smith, solicitor, 7, New-square, Lincoln's Inn, London.

WIGAN (Alfred), Heatherden, Iwer, Bucks, Esq., May 18; Maples and Co., solicitors, 6, Frederick's-place, Old Jewry, London.

WILLIAMS (Wm.), Ravensdale, Tunbridge Wells, Kent, Esq., May 1; J. N. Mason, solicitor, 7, Gresham-street London.

WOODWIS (Jas.), Cheadle Heath, Cheadle, Chester, gentleman, May 10; Cunliffe, Leaf, and Co., solicitors, 56, Brown-street, Manchester.

REPORTS OF SALES.

Wednesday, March 17.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.
City.—No. 55, Fore-street, and No. 121, London Wall, term 60 years—sold for £5030.
No. 82, Coleman-street, and No. 122, London Wall, same term—sold for £2300.
No. 1, New-court, Cloth-fair, freehold—sold for £410.
No. 1, Back-court, freehold—sold for £120.
No. 25, New-street, freehold—sold for £470.
Algersgate-street.—Nos. 30, 31, and 31A, Glasshouse-yard, freehold—sold for £410.
Bedford, near Wootton.—An enclosure of land, about five acres, freehold—sold for £210.
By Messrs. RUSHWORTH, ABBOTT, and RUSHWORTH, at the Mart.
Camden-town.—Nos. 6 to 10, Leybourne-street, term 56 years—sold for £1310.
Gray's-inn-road.—No. 115, term 16 years—sold for £335.
Regent's-park.—Nos. 55 and 56, Chalk-farm-road, freehold—sold for £2240.
Freehold ground rents of £5 per annum—sold for £225.
Camden-town.—No. 44, Mornington-crescent, freehold—sold for £210.
Regent's-park.—No. 24, Gloucester-road, term 60 years—sold for £1020.
No. 15, Kent-terrace, term 50 years—sold for £250.
Haverstock-hill.—The residences Marsden-villa, and Box-lodge, term 50 years—sold for £1800.

Thursday, March 18.

By Messrs. NEWBORN and HARDING, at the Mart.
Canonbury.—Nos. 71, 73, and 75, St. Paul's-road, term 61 years—sold for £1455.
St. Pancras.—A ground rent of £10 10s. per annum, term 32 years—sold for £195.
Stoke Newington.—No. 73, Mildmay-road, term 85 years—sold for £350.
By Messrs. HARDS, VAUGHAN, and JENKINSON, at the Mart.
Upper Tulse-hill.—The residence, Autron-house, term 72 years—sold for £2150.
Ground rents of £35 per annum, same term—sold for £750.
Bloomsbury.—Nos. 56 and 57, Woburn-square, term 53 years—sold for £2450.
Upper Clapton.—Nos. 1 and 2, Sheldon-villas, freehold—sold for £2020.
Hoxton.—No. 300, Hoxton-street, freehold—sold for £530.
Peckham.—No. 107, Asylum-road, term 71 years—sold for £215.
No. 36, Culmore-road, same term—sold for £240.
Brixton.—72A, Plaxman-road—sold for £220.
Peckham.—Nos. 15 and 17, Camden-grove North, term 81 years—sold for £400.
Greenwich.—An improved rental of £15 per annum, term 8 years—sold for £5.
£500 stock in the Improved Industrial Dwellings Company—sold for £510.

Friday, March 23.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.
Penge.—No. 116, Oakfield-road, freehold—sold for £1550.
Blackheath.—No. 7, Granville-park, term 60 years—sold for £1030.
Stoke Newington.—The residence, Etruria-villa, with stable and paddock, term 87 years—sold for £335.
Islington.—Improved ground rents of £138 per annum, term 43 years—sold for £2165.

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

ECCLESIASTICAL LAW—VISITATORIAL POWER OF BISHOP—JURISDICTION OVER FABRIC OF CATHEDRAL—STAT. 3 & 4 EDW. 6, c. 10—IMAGES—REREDOS.—According to general ecclesiastical law, all deans and chapters are subject to the visitation of the bishop as ordinary, and the Church Discipline Act (3 & 4 Vict. c. 86) leaves untouched all power which the bishop might previously have exercised in his visitations, except that of proceeding against individuals by way of punishment; and, therefore, in the absence of any direct authority to the contrary, he has power as such visitor to make orders on some definite legal ground, but not otherwise, with reference to any part of the structure or fabric of the cathedral church. The Act 3 & 4 Edw. 6, c. 10, "for the abolishing and putting away divers books and images" remains un repealed, but must be taken to apply only to images, &c., which have been abused, or are likely to be abused, by giving occasion to superstitious and idolatrous practices, not to such as are merely decorative. In a case in which the dean and chapter of a cathedral church had, without the licence or consent of the bishop, erected, at the east end of the choir, a "reredos," or sculptured stone screen, containing figures of sacred subjects in high relief: Held (reversing the judgment of the court below), that if such erection were illegal, the bishop, as visitor, had power to order its removal; but (affirming the judgment of the court below) that the images in question, being set up for the purpose of decoration only, and not being liable to superstitious abuse, were not illegal. *Semble*, that a faculty is not necessary for an alteration in the fabric of a cathedral church: (*Phillipotts v. Boyd and others*, 32 L. T. Rep. N. S. 73. Priv. Co.).

CHAPPLIN'S DAYLIGHT REFLECTORS are adaptable to any window, skylight, area-grating, &c., and will be found most effective to diffuse daylight, and dispense with gas, thereby saving expense, and adding to the comfort and healthiness of the premises. The prices vary from 3s. per square foot and upwards, according to quality. Prospectuses to be had at the factory, 69, Fleet-street. —[ADVT.]

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

LOCAL BOARD—BYE-LAW—NEW BUILDINGS—NOTICE OF INTENTION TO BUILD—DEPOSIT OF PLANS—PENALTY—LOCAL GOVERNMENT ACT 1858 (21 & 22 Vict. c. 98, s. 34).—A local board of health made a bye-law under sect. 34 of the Local Government Act 1858, by which every person intending to erect any new building was required to give fourteen days' notice to the local board of such intention, by writing, delivered to the surveyor of the local board, or left at his office, and at the same time to deliver to such surveyor, or leave at his office, details, plans and section, drawn in ink on drawing paper, &c., showing the thickness of the walls, the dimensions of the rooms, &c., every plan submitted to be lodged at the borough surveyor's office on the Tuesday previous to the fortnightly meeting of the town improvement and public health committee; the local board, within fourteen days after receiving the notice, to signify whether the plans and sections were approved or disapproved, and, if the latter, for what reasons; any person erecting any new building without giving such notice and delivering such plans and sections as aforesaid, or without having the same approved by the local board, or in any wise contrary to the plans and sections which have been approved, to be liable for each offence to a penalty of 40s. Another bye-law empowered the local board to remove, alter, and pull down any work contrary to the bye-laws: Held, that, notwithstanding the power given by the last-mentioned bye-law, the former bye-law was reasonable and not beyond the power of the board to make. *Hattersley v. Burr* (4 H. & C. 523), and *Young v. Edwards* (33 L. J. 227, M. C.), commented on and questioned: (*Hall v. Nison*, 32 T. T. Rep. N. S. 87. Q. B.)

COURTS FOR TRIAL BY JURY.

THE courts at which persons committed or bailed for trial by jury, are tried, are—

1. The County Courts of Quarter Sessions, composed of the unpaid county justices, presided over by a chairman chosen from their own body, except in Middlesex, where a paid assistant judge is appointed by the Crown, and where the sessions with adjournments are held twenty-four times in the year.
2. The Borough Courts of Quarter Sessions, of which the recorders, salaried officers appointed by the Crown, are the sole judges. In 104 cities, boroughs and towns (including certain ancient jurisdictions not under the Municipal Act), separate courts of quarter sessions are or may be held.
3. The circuit courts of assize held in every county (excepting Middlesex) twice in each year, in the spring and summer, with an additional special assize in the winter, in such counties as it may be considered necessary on account of the number of prisoners then for trial. In these courts the trials take place before a judge of the Superior Courts of Common Law, the Queen's counsel and sergeants-at-law being included in the commission, and one of their number occasionally trying prisoners, to assist the judge.
4. The Central Criminal Court held in the City of London twelve times in the year, with a jurisdiction extending over the whole of the county of Middlesex, including the city of London, and parts of the counties of Essex, Kent, and Surrey. This court is composed of such of the judges of the Superior Courts as are associated with the Lord Mayor, Recorder, Common Serjeant, and Aldermen, the Judge of City Court, &c., in a Commission from the Crown.

The courts of assize and the Central Criminal Court have commissions of general gaol delivery, and try all treasons, felonies and misdemeanors. The county and borough courts of quarter sessions are restrained by law from trying for treason, murder, and sundry other offences.

The Court of Criminal Appeal constituted by the Act of the 11 & 12 Vict. c. 78 is composed of five judges of the Superior Courts of common law, of whom one of the chief judges is required to be one. Questions of law arising on the convictions in the criminal courts are reserved for this court, which is empowered to hear all such questions, and to revise, affirm, or amend the judgments.

The jury for the trial of prisoners is composed of twelve persons.

In each county the jurors are summoned by the sheriff from lists deposited with him by the Clerk of the Peace.

By the Act of 6 Geo. 4, c. 50, amended by the 25 & 26 Vict. c. 107, the churchwardens and overseers of every parish and township are required to make out lists of all persons in their respective parishes or townships duly qualified according to the first-mentioned Act.

These lists, after approval by the justices in petty sessions, are transcribed by the Clerk of the

Peace into a book called "the Jurors' Book" for the year in which it is to be in use. This book is by the Clerk of the Peace transferred to the sheriff before the 1st Jan. in each year, and forms the list of jurors for the county for the year.

HUNTINGDON ASSIZES.

Friday, March 19.

(Before BLACKBURN, J.)

REG. v. BEDINGHAM.

Forgery—Comparison of handwriting—Evidence of skilled witnesses.

THE prisoner was indicted, and the indictment charged him with forging and uttering a document purporting to be a request for the payment of £59 in the name of Thompson Priest.

Herace Broune (instructed by John Watts, of the Bullock Market, St. Ives), was counsel for the prosecution.

J. H. Naylor (instructed by Fisher and Ginn, of St. Ives) defended.

The prosecutor, Thompson Priest, having deposed to the falsity of the signature on the document which was the subject of the indictment, was asked in cross-examination whether another

signature, handed to him, was his genuine signature, and he replied affirmatively.

Naylor put in the genuine signature, and in addressing the jury urged them to disbelieve the prosecutor, on the ground that the two signatures were identical.

After the learned judge had summed up the facts of the case to the jury, they considered their verdict, and upon their seeming to be divided in opinion,

BLACKBURN, J., inquired of them if they thought they would be assisted in arriving at a conclusion by hearing the evidence of certain bank clerks (who had been witnesses as to fact in the case) as experts of handwriting?

The jury desired to hear the opinion of those witnesses, and they were called. Three of them giving in their opinion that the two signatures were so much alike that they took them to be made by the same person, and the fourth not being so certain.

The jury again consulted, and eventually found the prisoner "Not Guilty."

Upon a second indictment, embodying additional facts in corroboration of the prosecutor, he was, however, found guilty.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bath	Monday, April 12	Thos. Wm. Saunders, Esq.	14 days	J. Tayler.
Berwick-on-Tweed	Friday, April 2	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Birmingham	Monday, April 12	A. R. Adams, Esq., Q.C.	14 days	T. E. T. Hodgson.
Bolton	Tuesday, April 6	Samuel Pope, Esq., Q.C.	10 days	John Gordon.
Bridgnorth	Friday, April 16	William Cope, Esq.	14 days	William D. Batte.
Canterbury	Wednesday, April 7	George Francis, Esq.	Statutory	Herbert T. Sankey.
Carmarthen	Monday, April 5	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chester	Friday, April 2	Horatio Lloyd, Esq.	14 days	John Walker.
Chichester	Tuesday, April 6	John J. Johnson, Esq., Q.C.	10 days	E. Titbener.
Colchester	Friday, April 9	F. A. Philbrick, Esq., Q.C.	8 days	John S. Barnes.
Doncaster	Thursday, April 1	Edgar John Meynell, Esq.	10 days	Edward Nicholson.
Dover	Monday, April 12	Harry B. Poland, Esq.	8 days	G. W. Ledger.
Gravesend	Friday, April 2	S. G. Grady, Esq.	2 days	G. E. Sharland.
Gloucester	Thursday, April 1	C. S. Whitmore, Esq., Q.C.	7 days	Francis W. Jones.
King's Lynn	Thursday, April 15	D. Brown, Esq., Q.C.		T. G. Archer.
Kingston-on-Hull	Thursday, April 8	Wm. C. Beasley, Esq.	Statutory	R. Champney.
Leeds	Friday, April 9	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Lichfield	Thursday, April 1	H. Wm. Cripps, Esq., Q.C.	8 days	Chas. Simpson.
Northampton	Wednesday, April 7	John H. Brewer, Esq.	10 days	C. Hughes.
Nottingham	Monday, May 31	Richard Wildman, Esq.	1 day	Arthur Wells.
Portsmouth	Friday, April 9	Mr. Serjeant Cox	10 days	Jno. Howard.
Reading	Thursday, April 8	J. O. Griffiths, Esq.	14 days	Joseph Whitley.
Scarborough	Tuesday, April 13	Alfred W. Simpson, Esq.		John J. P. Moody.
Southampton	Monday, April 19	Thomas Gunner, Esq.	14 days	Edward Corwell.
Warwick	Tuesday, April 13	T. Campbell Foster, Esq.	10 days	E. C. Heath.
Wigan	Wednesday, April 28	Joseph Catterall, Esq.		Thomas Heald.
Winchester	Monday, April 5	A. J. Stephens, Q.C., LL.D.	14 days	Walter Bailey.

COUNTY COURTS.

BANBURY COUNTY COURT.

Tuesday, March 16.

(Before W. H. COOKE, Esq., Q.C., Judge.)

MAWLE v. THE LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Railway and Canal Traffic Act 1854—Special Contract by Railway Company—Unreasonable Conditions.

THIS was a claim of £3 2s. 2d. for damages sustained by the plaintiff in consequence of the negligence of the defendants.

Pellatt appeared for the plaintiff, and Crosby for the defendants.

The facts of the case (which were gone into before the Judge at the January Court) are as follows:—In October last the defendants delivered to the plaintiff ten casks of benzoline which had been forwarded to him from Liverpool. On examination the heads of three of the casks were staved in, and the quantity of oil lost was about sixty gallons. It appears that in goods of this description the company require not only that the carriage be prepaid, but that the consignee shall enter into and sign a special contract, which, so far as relates to this action, is as follows:—"And in consideration of the company accepting the said goods to be carried as aforesaid, it is agreed that the said goods are carried at my sole risk, and that I relieve the company from all liability, and can make no claim against them for any loss, delay, destruction, or damage of, to, or in respect of the said goods from whatever cause arising." On the part of the plaintiff it was contended that notwithstanding the above agreement, the fact that the heads of the casks were staved in was evidence of negligence, from the consequences of which they could not relieve themselves by the agreement, and that supposing the agreement to be properly made, it was unjust and unreasonable in its terms, and therefore void under the Railway and Canal Traffic Act 1854, and in support of this view the following cases were quoted: *McManus v. Lancashire and Yorkshire Railway Company*; *Peck v. North Staffordshire Railway Company*; *Allday v. Great Western Railway Company*; *D'Arc v. London and North-Western Railway Company*.

For the defendants it was contended that under

the agreement they were relieved from all liability or loss howsoever arising in respect of the goods, and that they were not liable for negligence, and looking at the dangerous nature of the goods they were justified in requiring a protective contract containing the special terms above mentioned, and that therefore those terms were just and reasonable.

HIS HONOUR delivered judgment as follows:—He said that after consulting some high authorities on the subject, he was of opinion that the terms of the special contract were most unreasonable, and could not be enforced under the Act; and that therefore the plaintiff was entitled to recover, and gave judgment accordingly with costs.

Crosby applied for leave to appeal, as the decision was important to the company, inasmuch as it would affect their contract system extending over 1500 miles of railway.

HIS HONOUR replied that he (Mr. Crosby) had better make his application another time, after consulting with the company, as he did not think it quite fair that a rich company should be placed in the position to carry further so small a matter at the serious risk of a private individual.

[We do not understand the meaning of His Honour's objection to allowing an appeal: the company's solicitor would hardly have applied without authority. A private individual cannot escape the risk.—ED. SOLS. DEPT.]

BRECON COUNTY COURT.

(Before T. FALCONER, Esq., Judge.)

RENDALL v. DOWNES.

Fencing the bank of a river—Absence of evidence of legal obligation to fence.

Bishop for the plaintiff, and David Thomas for the defendant.

HIS HONOUR said.—This is an action of replevin; certain cattle were found trespassing on the lands of the defendant, and were impounded. The right to impound them is contested, on the ground that they had strayed on to the land of the defendant through the defect of fences which he was himself bound to repair. I repeat my regret that the process of impounding the animals was resorted to. When the owner of animals is known, the proper course is to bring an action of trespass. The advantages of an action of trespass are that it is the cheapest

course, and in this action damages may be claimed in respect of many trespasses by several animals. When animals are impounded, the claim for damage can only be made in respect of the trespass of each animal for the damage done in respect of the alleged trespass of each at the time of the seizure. In replevin a bond is given, and there are other proceedings; in trespass an action may be entered at the cost of one shilling in the pound on the sum claimed in respect of the alleged injury sustained through the trespass. Impounding animals, when the owners are known, is a barbarous process of the law, and it ought to be avoided. The plaintiff (Bendall) is a tenant of Mr. Lloyd, of Dinas, and kept cattle on ground called Abercynrig; the defendant is a tenant of Lord Tredegar, and occupies Brynich Farm. The cattle impounded had crossed the river Usk and were seized in a field called Clos-y-pant meadow, part of the Brynich farm, and adjoining the river Usk. The question is—whether or not the tenant of the Brynich farm was bound to fence the river side of the field in question against cattle crossing the river from the opposite side—that is, from Abercynrig? The river bank of Clos-y-pant meadow extends about 240 yards. I visited the field before the hearing of the cause, and I visited it again yesterday. I am glad I did so, as I believe I now have a very perfect knowledge of the locality to which I have to apply the evidence. Before I do this, it is very desirable the law should be understood, for it is certainly very imperfectly understood by the disputants. It seems to be imagined that wherever there is a fence or the semblance of a fence, the owner is compellable to keep it in an efficient state. As an unqualified statement of a legal obligation such a proposition is incorrect. First, it was held in *Boyle v. Tamlyn* (6 B. & C. 329), "That a man is only bound to take care that his own cattle do not wander from his own land and trespass on the lands of others. He is under no obligation to keep up fences between adjoining closes of which he is the owner. Where adjoining lands which have once belonged to different persons one of whom was bound to repair the fences between the two, afterwards became the property of the same person, the pre-existing obligation to repair the fence is destroyed by unity of ownership. If the person who has become the owner of the whole afterwards parts with one of the closes, the obligation to repair the fences will not revive unless express words to that effect are introduced in the deed of conveyance. Secondly, when a person has become liable by agreement or prescription to repair a fence for the benefit of his neighbour, he will be liable for all the consequences arising from his neglect, if he fail to make the requisite repairs: *Powell v. Salisbury* (2 Y. & J. 391). Thirdly, a consequence of the obligation to repair is that the defendant is bound at his own risk to have a sufficient fence always existing: *Lawrence v. Jenkins* (L. R. 8, Q. B. 276). Fourthly, the mere fact of an owner or occupier having repaired a fence does not afford any ground for presuming that his land was fastened with the servitude of keeping up the fence for the benefit of his neighbour, because it is to his own benefit to keep up a fence for the purpose of preventing his own cattle from straying from his own land and trespassing on adjoining land. If it were shown that the defendant was threatened with legal proceedings if he did not repair the fence, or that in consequence of his cattle trespassing on other person's land he would look to him for compensation, and that the defendant then repaired, this would be some evidence of an obligation to repair." This expression of the law received a remarkable illustration in the case of *Hilton v. Ankersson* (27 L. T. 519). It was a case of distraint of animal's damage feasant or doing damage. The plaintiff alleged that the fences which the defendant should have repaired were ruinous and in decay, and that, in consequence, the plaintiff's cattle strayed on to the close of the defendant. The former occupier and the steward of the landlord proved that the occupier of the farm of the defendant had from time to time for fifty years done what repairs were necessary. On being asked why he had done the repairs, he answered, "Because he thought every man was bound to keep his hedges in repair." But the witnesses failed to show any legal obligation to repair, and thereupon Baron Bramwell directed a nonsuit. Chief Baron Kelly and the rest of the court held the nonsuit to have been right, and that the judge would not have been justified if he had left these facts to the jury as evidence of a liability to repair. He said, "A liability to repair a fence can only be created by an Act of Parliament, or some agreement or covenant which will constitute a binding contract between the parties. There may be evidence of such an agreement by the acts of the parties, as when a person is called on to repair and he has repaired accordingly. Such evidence would not be conclusive, but it would be evidence for the consideration of a jury. The evidence here (said the Chief Baron), simply is that the defendant kept his land

fenced. That was no evidence of a liability to repair. If a man chooses to surround his land with a fence, he may pull the fence down again at any time. He may erect a fence to protect cattle from straying upon the property of his neighbours. That which he had a right to set up he has a right to pull down, and no matter how long he has had it up or repaired it, that affords no evidence of a legal liability to repair it. It would really be alarming if the law were otherwise—if a person who once set up a fence were compelled to keep it up. He added, that he could not see a particle of evidence of the liability of the defendant to repair the hedge. Baron Bramwell said that if a party is not bound to fence, he may take down any fence he has put up, or he may let it fall down; there had been no requisition to repair." Let us now proceed to the facts of the present case. A tolerably broad stream of water—the river Usk—divides the property in question. The tufts of grass on the branches of the border trees at this time show that on occasions flood streams rise to a considerable height. On the Abercynrig side, or the right bank, there is no sign of a fence. Mr. Isaac Davies speaks of an iron fence, and stated that the iron is there now; but Mr. Lloyd, the owner of Dinas, states that seven years since he sloped the bank, and put these iron rods to keep the turf down and to prevent the water sweeping away the bank. William Thomas, who is now 70 years of age, says that he never saw any fencing on the Dinas side. I have not the slightest doubt of the accuracy of his statement. As respects the left bank of the river, it is evident the strength of the river stream, through the turnings of the river, is occasionally strongly driven to this side. The bank of Clos-y-pant and the adjoining field down the stream is higher than the bank on the opposite side. Along the bank of the lower field there are willows of old growth, but they have no present appearance of having formed a fence. If they have formed, as it is stated they did, a regular, continuous, and unbroken fence of this field and also of Clos-y-pant, it must have long since ceased to be such. Then, as respects Clos-y-pant, the action of the river stream seems at one time to have been directed strongly against its bank. Mr. Lloyd states that there had been a deep channel. The river cut the bank and left a precipitous bank where there was a gully: this remained so for seven or eight years, and being steep formed a fence. Mr. Thomas says he inclosed a slip of the ground, made cross weirs, and the accumulation formed a new piece, and thus the old fence was destroyed, and the gully filled up. About that time was made a fence of posts and wires on the main land, that is, at the top of the bank, and there was always a good fence so long as the wire fence continued. Mr. Lloyd stated that he had never heard of animals being impounded, and he directed that if they were impounded they were to be replevied. No such proceeding seems to have occurred. James Williams, a man of eighty-one, represented that when cattle crossed from either side of the river, they would be turned back. He was asked if he knew of cattle being impounded. He says, "Downes did put Williams's cattle in the pound, and Williams demanded them back without damage, and had them back. Cattle did stray from one side to the other." This witness gave his evidence indistinctly, but I think he had a perfectly accurate knowledge of the former state of the bank, the general effect of his statement being that the bank was high in some parts and that there was no regular fence, but there were willows which grew "of their own nature." At present the fence is in tolerable good condition, and it was to the interest of Downes to keep it in that state. But the evidence is that there was a bank and willows, and that sometimes the willows were pleached. I have read and considered the evidence with great care, but it simply proves that there was a bank, willows grew under it, and that sometimes the willows were pleached. It seems to have been thought to have been sufficient to prove that there was or had been a fence. It was of importance to the tenant of Brynich to have a fence in order that he should keep his cattle from crossing the river or getting into the river. It was said it would cost Mr. Lloyd a large sum of money to fence his side of the river. It appears to me that no such occasion will arise. He is under no obligation to fence, and if any of Mr. Downes's animals cross the river Mr. Lloyd will have an indisputable right to sue for damages in an action of trespass. This liability will compel Mr. Downes to retain his own cattle on his side of the river, and the precaution he may adopt will exclude the cattle coming from the other side if they would attempt to cross. It will be far easier for Mr. Downes to take precautions when the river is low, than for Mr. Lloyd to do so, and a small amount of neighbourly feeling would remove all difficulty. Even the driving under the bank some 200 stick cuttings of willows a few weeks hence might produce a growth of saplings that would accomplish

all that is desired. But we must yield to the law. The governing rule in this case is to be found in the case of *Hilton v. Ankesson*, which I have already cited. First, what is the existing fence? Take away the wires of which we know the history, and what remains of a fence? There are wires attached to trees or plants of the growth of several years, and these plants or trees, for they are very many feet high, do not form what is ordinarily meant as a fence. The hurdles are no part of a permanent fence, and let the hurdles and wires be removed, and how old are the openings? Secondly, what has been done on the left bank is of importance at all times to the owner, even when the river is at its usual height or low, or as it is at this very time. Thirdly, the question does not depend on fence or no fence, but upon the legal obligation to sustain a fence as against the animals kept on the right bank. It is said Mr. Lloyd defied the seizure of the animals by his tenant; but did he do more? Has the fence been repaired and kept in repair in consequence? It would not have been the interest of the tenant on the left bank to have impounded the animals when he knew that his own animals might reach the right bank and also be impounded. Old Williams, now eighty-one years of age, said that people lived very neighbourly in the times he alluded to; that the tenants were good friends, and that cattle strayed as much from one side as the other. If I read the whole evidence aloud it will be found to relate to there having been a fence on the left bank, which I have no doubt will always be needed, even for the protection of animals from the river. What is there beyond this? In *Hilton v. Ankesson* the repairs had been done for fifty years, because, said the witness, "he thought every man was bound to keep his fences in repair." Here there is a necessary fencing against the river, and the allegation is, that as there is a fence the tenant on the opposite bank can impose a legal obligation to compel its repairs. He might have had the right to impose a legal obligation if it were evidenced by such acts as the law requires to establish such a right. This has not been done. The detention of the animals was legal.

HUDDERSFIELD COUNTY COURT.

Saturday, March 20.

(Before Serjt. TINDAL ATKINSON, Judge.)

THIS was understood to be the last day when his Honour would sit to transact judicial business in this court, consequently there was a large attendance of the Profession, and of the general public. Among the former were Mr. John Sykes and Mr. J. H. Sykes (John Sykes and Son), Mr. John Haigh, Mr. Henry Barker, Mr. Meller (Iveson and Meller), Mr. Sam Learoyd (Learoyd and Learoyd), Mr. George Dyson (Laycock, Dyson, and Laycock), Mr. Edwin Sykes, Mr. Henry Moseley, Mr. Jonas Craven (Craven and Sunderland), Mr. Batley (town clerk), Mr. Alfred Sykes (Ramsden and Sykes), Mr. R. P. Berry, Mr. Walter Armitage, Mr. J. J. Milnes, Mr. C. Freeman (Brooke, Freeman, and Batley), Mr. John F. Johnson (Robinson and Johnson), Mr. E. Tindal Atkinson, barrister, Leeds, and a number of the members of the Huddersfield Law Students' Debating Society. After his Honour had taken his seat,

John Sykes, solicitor, on behalf of the Bar, addressing the learned serjeant, said: Before proceeding with the usual business of the day, he wished, on behalf of his professional brethren, to express to his Honour the regret with which they had heard of the Lord Chancellor's decision to sever him from that court and send him to the vacant judgeship of the County Court at Leeds; also to express their satisfaction at the agreeableness which had ever characterised the discharge of his duties in that court. The duties of that high office had been discharged in a manner that had given the greatest satisfaction, not only to the professional gentlemen who practised there, but to the suitors generally, and they owed his Honour a debt of gratitude which they wished through him (Mr. Sykes) humbly to acknowledge. To the younger members of the Profession, and the law students, his Honour had given great encouragement, by offering prizes and tendering counsel to spur them on in the profession for which they were studying; and they were wishful through him to express their sense of gratitude. He was sure it gave all his professional brethren great pleasure in being present that day to wish his Honour health and strength long to live, to carry out the duties in the high and honourable office to which the Lord Chancellor had appointed him. (Hear, hear.) There were other members of the Bar who were wishful to tender their respects to his Honour, but who were prevented from attending; and he (Mr. Sykes) might mention Mr. John Freeman (the senior member of the Profession in Huddersfield), and Mr. Jacob. Again, he wished to thank his Honour for his great courtesy and kindness whilst conducting the business of the court.

F. R. Jones (Registrar), on his own behalf

and on behalf of the officers of the court, cordially agreed in the generous observations made by Mr. Sykes. No one regretted his Honour's retirement more than he (Mr. Jones) did; and he had personally to thank his Honour for many kindnesses, and for the courtesy which had always been his characteristic when in attendance at that court. He wished he might long live to enjoy his new appointment.

His Honour said he scarcely required any expression of the grateful feelings by which he was animated, for the kind manner in which he had been spoken of by the assembled Bar. Labour at that court had been, with him, a work of love; and he had been greatly aided in the discharge of his duties—duties sometimes very trying—by a body of gentlemen between whom and himself there had never been anything but the best good feeling. The Lord Chancellor had removed him from that court to the metropolis of this great and important district; and he was pleased to know that his labours would be joined to those of a gentleman (Mr. Daniel, Q.C.) of large experience and well-established reputation. He trusted that the time was not far distant when, with the aid of gentlemen such as practised in that court, the legal business of the district would be in their own hands, and that the people of the district might have the means of bringing their cases to their own doors, instead of being put to the enormous expense they now were. Thanking the Bar most warmly for the kindness with which they had received him in the first instance, and for the pleasing manner in which the members of the Bar, the learned Registrar and his officers had conducted the business of the court, and now had honoured him, he would respectfully take his leave.

The business of the court was then proceeded with.

NEWPORT (I.W.) COUNTY COURT.

Wednesday, March 10.

(Before P. M. LEONARD, Esq., Judge.)

BOYNTON v. BULL.

Claim against a solicitor.

PLAINTIFF, a tradesman at Ventnor, claimed £6 of the defendant, a solicitor at the same place, who pleaded a set off of £16 11s. 6d.

T. H. Urry appeared for the plaintiff.

Defendant put in his bill of £16 11s. 2d. against the plaintiff, and in his cross-examination by Urry he (defendant) said: That bill was incurred in 1871-2, I believe. I acted in some liquidation proceedings for the plaintiff. I prepared the papers from instructions I received. I do not doubt that Mr. Boynton paid me £5 in settlement; £5 was paid to me towards the liquidation expenses. I do not think it was paid to me on a Sunday morning.

Urry.—The liquidation proceedings were instituted in July, and this account terminated in June. Now, how is it that in the liquidation papers you prepared all reference to this account was omitted?

Bull.—We knew there were mutual accounts between us.

Urry.—Then why were not these "mutual accounts" shown in the liquidation papers you prepared?

Bull.—I prepared the accounts from instructions I received. I did not know which way the balance was. I did the work, and there's my bill for it.

Urry.—You did work which terminated on the 27th June, and the liquidation petition was not filed till July. Why did you not make any mention of these cross accounts in the liquidation papers which you yourself prepared?

Bull.—I did not make any mention of his indebtedness to me on the liquidation papers because I was not instructed to do so.

Urry.—And that is your answer?

Bull.—It is.

Urry said his case was this. Mr. Boynton was in difficulties, and he was advised by Mr. Bull—and no doubt properly advised—to file a liquidation petition. In about a month after the bill now put in by Mr. Bull terminated, a petition was placed on the files of the Court, and in the particulars supplied he found no mention of Mr. Bull's name, either as a creditor or a debtor. He did not wish to use harsh language towards a brother solicitor, but it would seem that these accounts were designedly omitted.

Bull.—No, not "designedly." They were not in his instructions.

Urry.—But you knew all about them. Well, I will say that both claims were omitted by Mr. Bull: he places on the file of the court a misstatement, and gets my client to swear that which is untrue. I shall show that in the conversation on the subject of these liquidation proceedings, the mutual accounts between the parties were a topic of conversation, and Mr. Bull then suggested that

My client should give him a £5 note to square the accounts. A £5 note was accordingly procured by my client, and handed to Mr. Bull on a Sunday morning in settlement of the account. This my client will swear to, and if any corroborative evidence is required, I will produce that which cannot be—namely, the liquidation papers prepared by Mr. Bull, and placed on the files of the Court, and which contain no mention of these accounts.

His HONOUR.—It will be better for Mr. Bull to accept that settlement. Either there was a settlement before liquidation, or a false statement was made on the files of the court.

Urry.—I leave Mr. Bull to select either horn of the dilemma.

Mr. Boynton was then called and deposed: I was formerly a client of Mr. Bull, and he acted for me in the matter of my liquidation. Previously to the liquidation I was indebted to him and he to me, and we were talking about putting our names in the list. It was suggested that £5 would square the account. He owed me £7 7s. 9d., and he had done something for me, and we came to the conclusion that £5 would settle it. I did not then know the amount of his bill. I paid him £5 in his house on a Sunday. Mr. Bull was not returned as a creditor or debtor in my liquidation papers, and this settlement was the reason why the accounts did not appear on the liquidation proceedings.

Cross-examined by Bull: I swear the £5 was paid in settlement of a back debt, and not towards the expenses of the liquidation. The bill produced is in my handwriting.

Bull.—Now, if there was this settlement in 1872, how comes it that in 1873 you send me in a bill including the very items which you say had been previously settled?—Witness: The £5 was paid in settlement.

Bull.—Then why send me in a bill afterwards containing the very items?

His HONOUR (to Mr. Bull).—I cannot help thinking that you have committed in this matter a most unprofessional act, and the fact that the amount is claimed again shows what is to be gained by such proceedings. There has been a false record put on the files of the court, that record having been prepared by a gentleman now in court.

Bull.—How was the record false?

His HONOUR.—How! Why, you yourself were a creditor at the time of the liquidation, and that act was suppressed.

Urry.—And he was one of the debtors, too. Both of these facts were suppressed.

His HONOUR (to Urry).—And your client swore to that which he knew at the time to be false.

Urry said there was excuse to be made for his client, who believed that the account had been settled by the payment of the £5.

His HONOUR.—How can I believe what he says as to the settlement when he sends in this account gain?

Urry.—I cannot explain it.

His HONOUR.—I shall give judgment for the amount sued; payment in a week. I shall not allow the plaintiff any costs. He comes here in a very disreputable manner, and if any application is made to me hereafter on these facts, I do not know whether I shall not order further proceedings to be taken. The only protection the court has is through its own officers, and if a professional gentleman prepares documents which he knows to be false, thereby affecting other people who may have honest claims upon an estate, I don't know what to say to it.

ERRATUM.—In our issue of the 13th instant, under a heading "Swansea County Court," Mr. Woodward is stated as having appeared for the plaintiff. It should have been stated that H. D. Woodward appeared for a plaintiff.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY PETITION—NO NOTICE TO DISSE—SUBSEQUENT PURCHASE BY BANKRUPT—DELIVERY OF GOODS PURCHASED—ADJUDICATION—VENDOR'S RIGHT TO RESCIND—TITLE OF PETITION.—On the 1st Dec. 1874, a trader known as B. committed an act of bankruptcy, upon which a bankruptcy petition was filed against him. He was served on the 3rd. No notice to dispute was given. On the 5th he bought some wool at an auction, which was delivered to him without payment being demanded. On the 14th Dec. he was adjudicated bankrupt. The vendor becoming one of the creditors on the 19th, claimed the return of the wool from the trustee in bankruptcy on the ground that the concealment of the bankruptcy petition by the trader at the time of purchase, was such a fraud as entitled him to rescind the contract. Held, on appeal, that the

contract was perfected by delivery of the goods to the bankrupt, and that the legal title to them being then vested in him, passed to the trustee upon adjudication. *See* *Simble*, that fraud in such cases must not be inferred, but is a question of fact for a jury: (*Ex parte Rhodes*; *Re Shackleton*, 32 L. T. Rep., N. S., 102. Bank.)

COMPOSITION—ALLEGED FRAUD—ACTION BY CREDITOR—INJUNCTION—JURISDICTION—THE DEBTORS' ACT 1869 (32 & 33 VICT. c. 62) s. 15.—The creditors of a debtor duly passed resolutions accepting a composition of 10s. in the pound, payable by instalments. After the first instalment had been paid, a creditor commenced an action under the 15th section of the Debtors' Act 1869, for the balance of his debt, after allowing for the full amount of the composition, upon the ground that forbearance of the debt had, prior to the composition proceedings, been obtained by fraud. There was no evidence of fraud before the court. Held, that he could not be restrained from proceeding with his action: (*Ex parte Holford*; *Re Jacobs*, 32 L. T. Rep. N. S. 103. Bank.)

VOLUNTARY SETTLEMENT—LIQUIDATION—THE BANKRUPTCY ACT 1869, s. 91—THE BANKRUPTCY REFRAH ACT 1869, s. 20.—Sect. 91 of the Bankruptcy Act 1869 applies to voluntary settlements executed before as well as after the passing of the Act, by a trader who becomes bankrupt after the 1st Jan. 1870, when the Act came into operation: (*Ex parte Dawson*; *re Dawson*, 32 L. T. Rep. N. S. 101. Bank.)

TRADER—LEVY OVER £50—ACT OF BANKRUPTCY—NOTICE OF—SECOND LEVY OVER £50 AT SUIT OF SAME CREDITOR—ADJUDICATION—THE BANKRUPTCY ACT 1869, ss. 87, 95.—A creditor who himself does the very thing which by force of the statute constitutes an act of bankruptcy on the part of his trader debtor, must be regarded as having notice of that act of bankruptcy. Consequently, if the act of bankruptcy be an execution levied by seizure and sale for more than £50., and the same creditor afterwards levies a second execution for more than £50, the creditor cannot retain the proceeds of the second levy as against the trustee in bankruptcy even though the sheriff may have, after the fourteen days have expired, and without notice of any proceedings in bankruptcy, paid over the proceeds of the second levy to such creditor: (*Ex parte Dawe*; *Re Husband*, 32 L. T. Rep. N. S. 104. Bank.)

BANKRUPTCY REFORM.

MR. BOLLAND, of Liverpool, has addressed another letter to the Bankruptcy Committee, which is as follows:—

Gentlemen,—I took the liberty in a former letter to offer some suggestions with respect to the arrangement sections of the act and rules, and intended in this communication to have referred generally to other portions of the act and rules which, in my experience, have not worked harmoniously, but the question of the remuneration of trustees, and of the costs of solicitors, auctioneers, and receivers seem to be of greater importance, and therefore deserving of prior consideration. With respect to trustees' remuneration, no more difficult question could come before committee than properly to estimate the value of his services, so as to frame a fixed scale of remuneration. At present, as you are aware, the matter is left to the creditors, and, practically, that means in small estates to the trustee himself, for with the proxies by which he votes himself trustee he can pass his remuneration or fix it by resolution at the first meeting.

But assuming the evil of the proxy system to be abolished, which I trust your committee may see their way to effect, the question remains what is a trustee's reasonable remuneration? Now one of the objects of the present act was to reduce the expenses of administering an insolvent's estate, and with that view to assimilate it to the Scottish system under which the average expenses do not exceed, if I remember correctly, 15 per cent.

But how have the rules harmonised with this object? Why, according to the scale of costs, a trustee has to pay an auctioneer ten per cent. on the first hundred pounds' worth of assets realised. The evil of the present system, like that of all its predecessors, is that the same machinery is required for the administration of a small estate as for a large one, where the assets are £1000 or more. Assume an insolvent debtor, with liabilities £600 and assets £150, presents his petition for liquidation, what is the result? He has to employ a solicitor, whose costs, according to the scale, up to and including registration, reach at least £20, especially if legal proceedings are pending against the debtor, and restraining orders have to be obtained and a receiver appointed. The receiver, in possession for three weeks, up to the first meeting, requires, at a moderate estimate, £10. A trustee is chosen, who employs an auctioneer, whose charge is £12 10s. The trustee's remuneration depends upon circumstances. If there is a hostile

creditor he may insist upon a deficiency account being prepared, also stock and cash accounts for the six months preceding the liquidation. These accounts have to be prepared under the eyes of the trustee, who has the custody of the books, and are afterwards investigated by him, at considerable time and trouble. The debtor has to be examined on the defalcations at meetings in the trustee's office, called for the purpose, and often this hostile creditor, being a person of small means, and, feeling his loss acutely, is far more exacting in his requirements than a creditor in a large case who has lost thousands of pounds. A suggestion which here arises is whether such a strict investigation, if demanded, should not bear the cost of the particular creditors seeking it, as it invariably is unproductive of any advantage to the general body of creditors. The estate we will assume to be realised, and what are the further deductions? First, rent, say £20; taxes £5, wages, perhaps £10; the debtor and his employees always agreeing that such are due. These payments make a total of £77 10s. What in such case ought the trustee to charge? His duties in a small matter are as comprehensive as those where the estate is a large one, and may be thus enumerated under three heads:

First, investigating the statement of affairs, or as often happens, preparing or remodelling it himself; holding usual meeting for examination at office, investigating debtor's books and affairs; and, as already stated, preparing or ordering the preparation, and then examining extra accounts not demanded by the Act, such as deficiency, and cash, and stock accounts. Though the requirement of these latter in all cases would be a wholesome terror to debtors, and trustees sometimes fall into disgrace with creditors for not insisting upon them, it is a question how far they are justified in doing so unless specially requested by the committee of inspection.

Secondly, realising the estate and other general routine duties of a trustee, not including the declaration of dividend. Taking possession of books and papers and preparing list. Taking instruction of inspectors and keeping record book. Disposing of property through auctioneer (in which case attending sale, examining auctioneers' accounts, &c.), by tender or by private treaty, which may involve taking possession, taking stock, inventories, &c., obtaining possession of documents, examination into the nature and value of properties, real or personal, &c., and the properties themselves, and in case of legal difficulties preparing statement of case for opinion of solicitor, and consulting with him and where necessary appearing as plaintiff or defendant, and taking the risk. Collecting debts, involving sending the usual sets of notices, interviews and correspondence with debtors, examination, adjustment, and compromise of accounts. Preparing and furnishing debtors with particulars, personal application at their residences or places of business, placing small amounts in County Court, and instructing solicitor in more complicated cases, and appearing when necessary as plaintiff and taking risk. Sending notices of appointment and general meetings to creditors, and attending at latter, taking minutes, &c., keeping accounts, and estate book, and preparing quarterly accounts for comptroller, and having same audited, annual statements, &c., keeping papers, &c., duly filed; general correspondence and interviews with creditors and others, often involving a very large expenditure of time and trouble; examining and paying, compromising, or objecting to preferential or other claims arising in proceedings; receiving and examining proofs of debt, and admitting, reducing, or rejecting same; taking advice of solicitor when necessary, filing proof and monthly lists at court; considering as to propriety of closing estate, preparing accounts and papers for close, going through same with registrar, and obtaining appointment to hear application for close, giving creditors notice of same, order being obtained, giving instructions for same to be gazetted, &c., obtaining release from trusteeship.

Thirdly, declaring dividends, gassetting and sending creditors not proved notice of intended dividend, preparing lists of proofs admitted, held over and debts not proved, calculating dividend, and giving creditors notice of same, and gassetting dividend declared, paying dividend, preparing receipts, &c., preparing and sending lists to comptroller of dividends declared, and afterwards of dividends paid and unclaimed, with vouchers, &c., declaring final dividend.

Of course, in liquidation cases these duties are somewhat curtailed, but by what fixed scale in the case instanced could a trustee be remunerated? A percentage would be clearly out of the question. If paid by time he might absorb the whole estate. There can be no scale devised for such a case, and therefore it must be left to the conscience of the trustee, hence the necessity of having, as suggested in my former letter, men of respectability to fill that office. In the present case we will assume the trustee, for all his multifarious

duties, charges £15 to £20, and his solicitor, when necessary, about £10, with perhaps an allowance for maintenance to the debtor by the receiver of £6 or £7, the net disbursements out of an estate of £150, at the most moderate calculation £120. Now, this is not an exceptional case, but on the contrary, although I have not made a calculation. I believe I am within the mark when I say that more than one-third of the estates wound-up in bankruptcy and liquidation do not realise £150. What more palatable example does your committee require of the utter inapplicability of the present Act to meet such a case? All the alterations in the rules which ingenuity might suggest could not cure this defect.

Nothing, I apprehend, but an Act of Parliament can authorise an insolvent debtor with insignificant assets being dealt with differently from his brother in misfortune who may have large assets; nor yet without such authority ought the rights of creditors in either case to be dealt with differently. The Act ought to have made provision for two classes of insolvents; they cannot be dealt with under one category as now. The present Act, with some few amendments, would work admirably in large matters. But to return to the subject of my letter. I think that in all cases where the assets exceed £1000 a per centage is the proper mode of remunerating a trustee. This should be on a sliding scale; of course the larger the assets the smaller the per centage. To charge by time would only be a premium for incapacity, for a competent person will do his work much quicker, as well as better, than an incompetent one; and, further, remuneration by time is a temptation to "nurse" an estate and delay its realisation and close. The scale of charges for solicitors might in large cases with advantage be increased; but although there be what is termed a lower scale in small matters, it is out of proportion to the work performed or required to be performed. One item applicable alike to both classes of cases may be instanced as an example of the necessity for revising the scale, viz., "searching if prior petition filed 7s. 8d." Now this charge might well be discretionary with the taxing officer, for it very rarely happens that the solicitor presenting the petition is ignorant whether there has been a petition filed or not; but, if he were, the fact of there being a prior petition does not prevent a second petition being filed, as was the case in former times when the item was introduced into the old scale of costs. Solicitors' charges, however, on the whole are anything but excessive, and they have much reason to complain that they are disallowed for advice and assistance afforded to inexperienced trustees on the theory that the trustee ought not to have consulted them, but have acted on his own judgment. Auctioneers' charges, too, are open to exception, as, for instance, a produce broker who sells £3000 worth of produce for an estate can charge, according to the scale, 10 per cent. on the first £100, 5 per cent. up to £1000, and so on; whilst for selling in the ordinary course of his business he would only charge 1 or 2 per cent. High bailiffs' fees, too, are an anomaly. For example, "attending sitting of the court, 2s.," "preparing advertisements (which is in reality a fiction), 3s. 6d.," and other items too numerous to mention. In summarising these observations, I may remark that the difficulties in devising a scale of remuneration for small cases are insuperable, and it must, as heretofore, be left to the creditors; but with respect to large estates a percentage might be fixed which would be satisfactory to creditors and trustees, as well as consistent with the economic administration of estates. As to the other professional charges mentioned, they are open to revision, as the scales are framed too much after the models of those under the old Bankruptcy Act, which were condemned for their costliness.

H. BOLLAND.

P.S.—I have overlooked court fees, such as stamps, office copies, &c., but more particularly the first named. They are imposed on the most trivial pretext, in fact if a debtor sneezes he is mulcted in a 1s. stamp. The other day at Preston the ordinary notices to creditors of first meeting were objected to because they only bore the 3d. stamp, sufficient for their carriage through the post, a general order having been received from Mr. Nicoll to insist upon a penny stamp. Who is Mr. Nicoll?

WORKING OF THE BANKRUPTCY LAWS.

THE following letter has been addressed by Mr. J. P. Murrough, solicitor, to the Committee now sitting at the Treasury to consider the working of the bankruptcy laws:

"As a member of the legal profession of thirty years' standing who has enjoyed a very considerable practice in the Court of Bankruptcy, I need scarcely apologise for responding to your invitation for suggestions, published in the *LAW TIMES*, and I would remark, *in limine*, that it is impossible for any one familiar with the practice and

proceedings of the court to entertain any opinion other than that every Bankruptcy Act passed since that of 1849 has been the product of uninformed intellects, working under the pressure of crocheted-mongers—if possible—still more unstructed.

"One of the first and most deplorable effects of these inept revolutionists resulted in the suppression of the official assignees, messengers, and other officers of the court, upon the pretence that creditors should be permitted to take bankrupts' estates into their own hands; and this notable piece of legislation has warmed into existence a swarm of ill-educated, rapacious, and unscrupulous accountants, who, not being officers of the court, are subjected to no supervision, and consequently plunder and enrich themselves without control.

"Another and scarcely less calamitous piece of mischief was the extinguishment, in 1861, of the (BA) certificate of the Act of 1849, the abolition of which granted the most perfect immunity from consequences to all fraudulent bankrupts who could manage to evade the meshes of a criminal prosecution.

"But, as if the curiosities of legislation had not become sufficiently monstrous, the Parliament proceeded to restrict the limit of the London Court of Bankruptcy to the metropolis, to destroy the local bankruptcy courts, and give bankruptcy jurisdiction to the judges of the different County Courts, under the plausible sophism of bringing justice to every man's door. Now I assert, without fear of contradiction, from any person out of Earlwood, that you can effect no salutary change in the law of bankruptcy until the different Courts of Bankruptcy are restored to the condition in which they existed previous to 1861, and for the following reasons:

"First. As the principal creditors of a bankrupt generally reside or carry on business in the metropolis or some of the other large cities of the empire, the Act of 1869 has an effect diametrically opposite to that proposed by its author, and bears justice most effectually away from the creditors' door. Can absurdity reach further than requiring London creditors to follow their bankrupt debtors to such places as Croydon, Greenwich, Guildford, and Wandsworth? Yet to this extent our busy ex-chancellors have carried their adulteration of the bankrupt law.

"Secondly. The machinery of a County Court is utterly unfit for the administration either of equity or bankruptcy matters. Without speaking in disparagement of Lincoln's Inn or Westminster Hall, I think it may be doubted whether those institutions can spare more members, uniting in themselves the possession of commanding intellect and unsuspected integrity, than can be well absorbed in the administration of justice in our Superior Courts.

"Moreover, I entertain a strong opinion that the efforts which are now being made towards the decentralisation of our judicial tribunals will eventuate in a decline of talent and integrity, both in the judges and also in the practitioners who appear before them; for, after due regard to the existence of such able County Court judges as those of Circuits Nos. 11, 23, 33, 42, 57 and 58, I cannot blind myself to the fact that the appointments of very many of these officials are the result not of experience or ability but of far less assuring causes, and, in some instances, an elevation to the County Court bench has been the reward of implication in corrupt practices at a parliamentary election.

"Furthermore, the County Court judges are peripatetic, and absent for weeks together from the court at which the bankruptcy law should be administered, and this objection of absence applies equally to the second officer in rank, namely, the registrar, who for the efficient administration of the law should be a well-paid official, continuously in the office of the court, but who, under the present arrangement, is always a practising attorney in the town, whose income is merely supplemented by his salary as registrar, and who when wanted is oftentimes absent on his private business.

"Leaving, however, the courts, and, in conclusion, turning to the law to be administered, I would observe that when the Act of 1869 became law creditors waxed jubilant at the conditions imposed by sect. 68, but as cunning debtors soon learnt the value of parts 6 and 7 of the Act, "Liquidation by arrangement" speedily usurped the place of formal bankruptcy, and a debtors' friends easily procure the necessary 'resolution' which enables him to laugh at his creditors, and the whole doctrine of conditional discharges."

CRYSTAL OIL.—Driver's is the best for the "Silver" "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

LEGAL NEWS.

THE GENERAL CARRIERS' ACT 1830.

THE select committee appointed by the House of Commons to inquire into the working of this Act commenced their investigation on Monday, Mr. Jackson presiding.

The first witness called was Mr. J. H. Buckingham, of the firm of Slater, Buckingham, and Co., 35, Wood-street. He said the firm with which he was connected carried on an extensive business as silk manufacturers, their speciality being silk cravats.

The Chairman.—Has your firm suffered at all from the Carriers' Act 1830?—It has very materially. Here is an instance. On March 25th, 1874, our representative, Mr. J. D. Parry, delivered to the North British Railway Company, in Edinburgh, twenty-five cases of goods to meet him at Newcastle-on-Tyne. Only twenty-four cases were delivered to him at Newcastle, although he had obtained the signature for twenty-five before they started. The missing case contained 24½ dozen of cravats, the value of which was £41 2s., and although we made repeated application to the companies concerned, both by letter and through our solicitors, they declined to make any allowance whatever, shielding themselves under the Act.

The Chairman.—The company will say you have your remedy in your own hands, because you can insure the articles?—It is not usual to insure or declare. It is impracticable to do so, for one of the conditions of insurance is that representatives of each railway should be sent for to see the goods packed, and also representatives from the carriers, because some of the goods go through the carriers' hands before they arrive at the railway station.

What legislation would remedy the evil you complain of?—Any legislation that would shut goods manufactured wholly or in part of silk out of the Act.

Then, if the box were marked "silk," the whole difficulty would be got rid of?—Yes, I think so.

Mr. Marshall, of the firm of Marshall and Snelgrove, Oxford-street, was the next witness. He said he had grave objections to the General Carriers' Act of 1830.

Have you considered what would be a fair and proper way of altering the law with regard to the liability of carriers?—Yes. By a small insurance, as they have it on the Continent. Furs and lace might be put in a different position to hosiery, or such silk goods as Mr. Buckingham produces. At present we insure our goods at Lloyd's, paying 1 per cent., irrespective of distance.

After some further evidence the Commissioners adjourned.

BANKRUPTCY COURT AT WINCHESTER.—By an order made on the 1st Jan. 1870, under the Bankruptcy Act 1869, by the Lord High Chancellor at that time (Hatherley), the County Courts of Winchester and Basingstoke were excluded from having jurisdiction in bankruptcy, and their districts were, for the purpose of such jurisdiction, attached to the County Court holden at Southampton. Efforts have since been made on two occasions to get back to Winchester the jurisdiction of which it was thus deprived, and the last application has proved successful; for, by an order of Lord Cairns, the order of Lord Hatherley has been revoked, and henceforward the Winchester County Court will not only exercise jurisdiction in bankruptcy so far as its own district is concerned, but will also have attached to it the Basingstoke district for the purpose of bankruptcy. The order is to take effect on and from the 1st April next.

LIABILITY FOR EMPLOYING UNSKILFUL SERVANT.—We take the following headnote to the judgment of the New York Court of Appeal in *Banlec (adm'r.) v. N. Y. and R. R. Company*, from the *New York Daily Register* of the 15th Feb.:—"If a master is wanting in proper care in the selection of servants, and negligently and knowingly employs or retains in his service those who are incompetent and unfit for the duties to which they are assigned, he is liable to respond to other employees and servants engaged in the same service who may sustain damage by reason of such incompetence and unfitness. When the master is a corporation, necessarily acting by and through agents, the acts of its general agents—charged with the employment and discharge of servants in the performance of that duty—must be regarded as its acts. But when reasonable precautions and efforts to procure safe and skilful servants are used, and without fault one is employed through whose incompetency damage occurs to a fellow servant, the master is not liable. When the general fitness and capacity of a servant are involved, the prior acts and conduct of such servant on specific occasions may be given in evidence, with proof that the principal had knowledge of such acts."—*Chicago Legal News*.

THE Lord Chancellor has placed the names of ten new magistrates on the commission of the peace for the borough of Leeds.

THE EASTER VACATION.—The Easter vacation in Chancery will commence on Saturday, 27th March (this day), and terminate on Monday, 5th April, both days inclusive.

BANKRUPTCY BUSINESS.—The bankruptcy business before the Court of Appeal will be taken during next term on Thursdays, as during the recent sittings.

A BILL has been printed, bearing the names of Mr. Anderson, Mr. McLagan, and Mr. Cowan, which proposes "to provide a more efficient appeal for licensing courts in Scotland."

SIR EDWARD WATKIN proposes, early after Easter, to bring in a Bill to provide for compensation to workpeople engaged in common employments in cases of injury by accidents while employed.

SIR JAMES HANNEN, in summing up a divorce suit, said that certainly more than one-half of the cases that he had to deal with arose in some way or other out of drunkenness.

A RECENT return of the Sheriffs of London shows that there were 56 males and 9 females in Newgate. At Holloway there were on the debtors' side, 28 males and 2 females; and on the criminal side, 254 males and 17 females.

THE Mayor of Leeds has granted a summons against a draper, described as the editor and publisher of a new local paper devoted to the same cause as the *Englishman*, for a libel, which it was stated appeared in the first number of that publication.

A SEEDY individual was arraigned for theft. Question by the judge: "Did you steal the complainant's coat?" Seedy individual: "I decline to gratify the morbid curiosity of the public by answering that question."

THE Mayor of Portsmouth has consented to call a special meeting of the Town Council for the purpose of petitioning Parliament to repeal or amend the 4 Geo. 4, c. 52, being "An Act to Alter and amend the Law relating to the Interment of the Remains of any Person found *Felo-de-se*." The requisition was got up by a local solicitor in consequence of a verdict of *Felo-de-se*.

CORRUPT PRACTICES AT ELECTIONS.—On the motion of the Attorney-General the Select Committee on the Corrupt Practices Prevention and Election Petitions Acts was nominated as follows:—Mr. Cubitt, Mr. Gibson, Mr. Herschall, Mr. Leatham, Mr. C. Lewis, Mr. Lowe, Sir C. O'Loughlin, Mr. Rodwell, Mr. Serjeant Simon, Mr. Mark Stewart, Mr. J. G. Talbot, Mr. Spencer Walpole, Mr. Whitbread, Mr. Villiers, and the Attorney-General.

A BRADFORD solicitor, named Robinson, has recovered £1 from the Midland Railway Company, in the County Court, under very singular circumstances. Having taken a ticket from Ilkley to Bradford by the last train he found the only smoking compartment filled with ladies. While remonstrating with the officials at this arrangement the train started, and he was compelled to hire a cab, the expense of which the verdict was intended to cover.

THE SALARIES OF METROPOLITAN MAGISTRATES.—The statute to increase the salaries of the metropolitan magistrates having received the Royal assent comes into operation at once. It provides that after the first of the quarter days which happens after the passing of the Act, there shall be payable to the chief metropolitan magistrate £1800, and to the other magistrates of the metropolitan district £1500 a year. Several former provisions are repealed by the new Act.

In charging the grand jury at York last week, Lord Coleridge made some remarks on the practice which prevails in some police courts of having the evidence for the prosecution written down in the absence of the prisoner, and afterwards read over to him in a fashion which prevents him from cross-examining the witnesses. His Lordship said he had communicated with the Lord Chancellor on the subject, and Lord Cairns had suggested that the judges of assizes should impress upon the magistracy that the practice was illegal and improper.

THE LORD CHIEF JUSTICE.—The members of the Southampton Chamber of Commerce will hold their annual meeting on the afternoon of the 31st instant, and dine together the same evening, this being the first gathering of the kind they have had for eighteen years. The Lord Chief Justice of England has accepted an invitation to be present, expressing the great gratification which the opportunity will afford him of renewing old associations and friendships in a borough which he represented in Parliament for many years (from 1847 to 1857, when he was elevated to the Bench). His Lordship has stated that he will probably be accompanied by Denman, J., who is now on circuit with him. Invitations have been given to the members for the borough and county, and the whole of the boroughs in Hampshire.

THE King of Portugal has commenced a suit in one of our Chancery Courts, with a view to obtain possession of the collections of botanical specimens and other natural objects made by Dr. Welvitch while he was employed by the Portuguese Government in Africa. The collector died in London in 1872, and by his will, assumed to dispose of parts of the collection to various bodies.

THE SUSSEX ASSIZE COURTS.—On Tuesday a deputation from the county of Sussex, consisting of the following gentlemen, viz.: Mr. M. D. Scott, M.P., the Right Hon. John George Dodson, M.P., B. Husey-Hunt, Esq., R. Crosskey, Esq. (high constable of Lewes), F. Barchard, Esq., and George Whitfield, Esq., waited upon the Right Hon. R. A. Cross (with whom was Lord Adolphus Liddell, Q.C.), at the Home Office, to protest against the proposed removal of the assize courts from Lewes to Brighton. Mr. Cross, in reply to the representations of the deputation, said he would certainly not take any action in the matter without the fullest possible inquiry in order to ascertain what would be the greatest convenience to the county. The deputation then withdrew.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

WELSH COUNTY COURTS.—Referring to a communication by Mr. Falconer in your last number, perhaps you will permit me to express my opinion from a long experience in these courts on the necessity of a knowledge of the Welsh language by those who administer justice in them. That a colloquial knowledge of the vernacular would be of incalculable advantage to the judge of a court where the witnesses give their evidence in it, is certain; the common sense of everybody must perceive it at once; but an imperfect knowledge would only lead astray, and the judge had better trust to competent interpretation, than possess a fragment of the language. It is clear that of two evils, a Welsh speaking but legally incompetent judge in Welsh courts, and an English speaking but otherwise able judicial functionary, the former is incomparably the greater; but if you can find both qualifications in the same individual, the advantage must be inestimable. The same observations would, *mutatis mutandis*, apply to the registrars. I am of opinion Mr. Morgan Lloyd's Bill to provide for the employment of paid interpreters in courts where the evidence is given in Welsh, would be an improvement, because interpretation for the assistance of the judge is no part of the registrar's duties, and he may at the time be absent hearing undefended causes; *a fortiori* no such burden ought to be cast upon bystanders. But Mr. Osborne Morgan's remark that the assistance of a paid interpreter would be a partial remedy only, and that the panacea for the evil would be a competent colloquial knowledge of the language by the judge, is indisputable. The former may be a partial, but the latter would be the only complete, cure. A COUNTY COURT ADVOCATE.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits. N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

135. ATTESTED COPY.—STAMP.—Can any of your readers inform me whether in the year 1838 attested copies required to be stamped, and if so, what was the amount of the stamp; and also if progressive duty was also chargeable? A reference to the statute under which the duties were payable will be of service. E. F.

136. ARTICLED CLERK.—Will you or some of your readers answer me the following questions?—On the 12th April 1870, I was articled for five years and three months, which would expire on the 12th July next. I shall attain the age of twenty-one years on the 20th June next. Can I present myself for my Final Examination in Trinity Term this year, being then under age, and not attaining my majority during the term, and my articles not having expired? J. S. H. [You can present yourself for examination in next Trinity Term (see sect. 12 of 23 & 24 Vict. c. 12).—Ed. SOLS. DEPT.]

137. CLERKS TO JUSTICES.—SALARY IN LIEU OF FEES.—Can any of your correspondents inform me upon what basis salaries of justices' clerks are settled where new assignments are made for payment by salary? Also in such cases who collects the fees? JUSTITIA.

138. LANDLORD AND TENANT.—A lets a farm to B, under an agreement for a yearly tenancy. A gives B notice to quit, as required by the agreement, but B does not give up the farm. After the expiration of the notice, A agrees verbally with B to continue his tenancy at the same rent, and that a new agreement is to be signed; but B, when called upon to sign the new agreement, refuses to do so. Under these circumstances, on what terms does B hold the farm, and is he subject to double rent? W. J. G.

139. TITHES.—APPORTIONMENT.—A and B were owners in undivided shares of land subject to tithes rentcharge. The land was partitioned, and A, for six years paid the tithes on the whole land; then A had the tithes apportioned by the Commissioners. Can A recover from B, in an action at law, 1st. The arrears of B's proportion of the tithes. 2nd. A proportion of the expense of re-apportionment. A SUBSCRIBER.

140. TELEGRAPH MESSAGE.—If an undertaking is given by telegraph is the stamping of the message as received from the Post-office sufficient? H. S.

141. INSURING DEFECTIVE TITLE.—I believe there is a society which insures defective titles? I shall be obliged if some correspondent will give the name and address of this society. P.

Answers.

(Q. 125.) BANKRUPTCY.—If "Swanses" will refer to the decision in *Ex parte Browning*; re Marks (30 L. T. Rep. N. S. 481) he will find that the resolution to accept a composition after the prior resolution for liquidation is *ultra vires*. In case the resolutions were duly registered before this decision, I apprehend that no second meeting would be necessary. The payment of the composition in accordance with the terms of the resolutions is a sufficient discharge. MIDDLESBOROUGH.

(Q. 129.) VENDORS' AND PURCHASERS' ACT 1874.—I was recently concerned in a case in which this question arose, and having myself considerable doubt whether sect. 4 of the Act was intended to have a retrospective effect, I took the opinion of an experienced Chancery counsel who advised—that the mortgagor could not safely take a conveyance from the legal personal representative of his deceased mortgagee, who died before the passing of the Act, intestate, leaving an infant heir—that it was left quite uncertain upon the Act whether or not it was intended to have a retrospective effect, and even if it was, the construction of the 4th section was by no means free from difficulty—and that it would be very unwise in a mortgagor to put his title in peril of being questioned for all future time by accepting an assurance under the Act. In consequence of this opinion I preferred to adopt the safer course of obtaining the usual testing order under the Trustee Act 1850. GEORGE CUREY.

Replication.

(Q. 126.) LAPSE—RESIDUARY LEGATEES.—"S. R. E." and "G. E. P." are wrong. This is a simple case of lapse, and the share of C. will be equally divided between A. and B. As to a lapse of personality, the language of Sir W. Grant in *Cambridge v. Rouse* (8 Ves. 25), and of Sir John Leach in *Jones v. Mitchell* (1 Sim & Stn. 294), is express that a bequest lapsing goes with the residuary bequest. Sect. 25 of the Wills Act (1 Vict. c. 26), by which the law of real estate is (so far) assimilated to that of personality shows this: Here the estate is converted in equity, and A. and B. will take it as personality. *Ackroyd v. Smithson* is no authority in this case, for there the residuary bequest was conditional only. The testator gave the residue of his estate to certain legatees in the proportion of legacies already bequeathed to them. By virtue of this condition the residue could only be entirely disposed of in case all the residuary legatees survived. Two died in the lifetime of the testator; consequently their shares were disposed of by the will, and hence the contest between the next-of-kin and the heir, *Ackroyd v. Smithson* being peculiarly an authority upon conversion. J. M.

LAW SOCIETIES.

THE LEGAL PRACTITIONERS' SOCIETY. A MEETING of the Special Parliamentary Committee of this society was held on Tuesday last. There were several members of both branches of the Profession present. Mr. Edwin Low was voted to the chair.

The hon. secretary (Mr. Charles Ford) read the minutes of the last meeting, which were confirmed, and laid a number of letters on the table containing proposals for legislation by members of the society.

The hon. treasurer (Mr. W. T. Charley, M.P.) stated that he had given notice to introduce into the Bills of Sale Act Amendment Bill a clause similar to that in the Society's Bill of last session, requiring the execution of the mortgagor to be attested by a solicitor, as in the cases of warrants of attorney and cognovits.

A draft Bill, intitled "The Solicitors' Conveyancing Charges Act 1875," prepared by Mr. Rees, of Cowbridge, was laid on the table. The desirability of giving counsel a right to recover their fees was fully discussed; also a proposal to amend the Attorneys and Solicitors' Act 1870, as to agreed sums being charged for costs. The principal business consisted in settling a clause similar to that in the Legal Practitioners' Bill of last year, to impose a penalty of ten pounds in the case of unauthorised persons prepar-

ing and charging for documents relating to real estate. The clause was so framed as to meet certain objections taken to it during last session by the Solicitor-General. It is proposed to make the remedy a civil one, by process issued by County Courts. The qualification to sue being "any duly qualified practitioner."

The course taken by the Lord Chancellor, in regard to the proposed compulsory clauses in the Land Titles and Transfer Bill was universally approved, but no resolution was come to.

The meeting adjourned till Thursday, the 7th of April.

Pressure on our space has necessitated our curtailing this report.

PLYMOUTH, STONEHOUSE, AND DEVON-PORT LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Athenæum, Plymouth, on the 17th instant, John Shelly, Esq., in the chair. Before the discussion commenced, Mr. E. F. Fox (Frankfort-chambers, Plymouth) was elected secretary, vice Mr. J. P. Mann, jun., resigned, and upon the recommendation of the committee it was decided that the society should join the Legal Practitioners' Society. The moot point for the evening was, "Is a man liable for the torts committed by a woman with whom he cohabits, ostensibly his wife?" Mr. W. Adams opened in the affirmative, and Messrs. C. France, and W. Eastlake, jun., advocated the negative. After the secretary and Mr. J. Graves had spoken, Mr. Adams replied, and the question was decided in favour of his view of the point.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

THE annual meeting was held on Tuesday last, at the society's house, No. 18, Lincoln's-inn-fields, W.C., George Lake Russell, Esq., the chairman, presiding.

Mr. G. W. BERRIDGE (the actuary and secretary) read the notice convening the meeting, and the report of the directors.

The CHAIRMAN said,—Gentlemen, I rise to move that the report be adopted and circulated. The year 1874, with which we are now dealing, has, as you have just heard, closed the sixth quinquennium of our existence, and there will very soon be what is called the bonus meeting, to consider the transactions of the society during the five years which have just expired, and to declare a bonus. I therefore propose to-day to go less into detail than I have been in the habit of doing. At the same time I think that the facts before you show that the year 1874 has been a good year. We are still doing a considerable and an important business, and maintain that popularity which we have been fortunate enough to obtain. To show this, let me ask you to observe that the sum assured during the past year was £366,083, throwing off the shillings and pence, and that is the largest amount we have ever before insured in any one year of our existence. That gave us gross new premiums amounting to £14,147 11s. 3d., and if you take the net amount it is £12,385 1s. Now, I think that this, the business of the year alone, will satisfy you that it is an important business, and that we have maintained our popularity. (Hear, hear.) Then, if you take the larger view of the position of the society, you will find these facts, namely, that you have an accumulated capital—irrespective of the unpaid share capital of £1,104,000 and a fraction, and of that the increase in the year is £69,512 0s. 3d. (call it in round figures £70,000), excluding an increase in the value of reversions, and if you include that, it becomes £83,767 and a fraction. The total sum assured is £4,020,789; the total gross premium income is £126,000, and the total net premium income £112,000 and a fraction. I think, therefore, these figures will show you that the business is a good and an important one, whether you take the larger figures in the longer period, or look only to the year which has just passed. Now, upon one or two of these items allow me to say a word or two; and first, with regard to the net new premiums, they are a small amount less than the former years of the quinquennium, and considerably less than in the last year. Last year the amount was £17,532, and this year £12,385, but that is explained by two facts. One that there was a very large amount of single premiums last year, and the other, that we have this year had a large amount of reassurances, and those two together account for the deduction in the figure of the new premiums in the year just passed. You will see an item of "Profit on reversions fallen in and increase in value." The profit on reversions fallen in of course you will understand, but the "increase in value" perhaps you will not without explanation. Our practice is this, not *de anno in annum* to carry to account any interest upon the money invested upon reversion. If, for instance, in the year 1871 we purchase a reversion, it stands in the year 1872 at the same figure in the account as it did in 1871—that is to say,

no interest whatever is credited. In 1870, our claims were only £41,000, and in 1871 only £31,000. That was an unusual and most fortunate exemption from loss. But these things work round. You have added to the capital nearly £70,000 if you do not include the profit on reversions, but if you include that profit upwards of £83,000. You are entitled to take the larger sum, for there is in truth that addition to your capital, although a part of it is derived from a dealing spread over five years, and is not in strict truth the profit of any one year only. You have, then, that addition to your capital of £83,000,—in other words you have lived within your income, after paying every claim and every outgoing of every sort and kind, to the extent of £83,000, and added that to the reserved capital. (Hear, hear.) Then, again, you will observe that the surrenders are very light—only £1716, and in the previous year they were £3597. Then, we have been fortunate in investing £60,000 in reversions—a very profitable business. Rate of interest is £4 19s. 11d., excluding reversions, against £4 19s. 9d. last year; and £5 3s. 8d., including reversions, against £5 3s. last year. Both these rates of interest are extremely good. I beg now to move, "That the report be adopted and circulated." If there is any further information we can give you we shall be most happy to do so. (Cheers.)

Mr. Bristowe, Q.C., seconded the motion.

Mr. Eiloart asked how the expectation was calculated, and whether, when the claims were less than the expectation, the practice was to rectify that by subsequent experience? With reference to the reversions, he noticed that the amount put down in the balance sheet for 1873 was £160,000, and now it was £244,000, showing an increase of £84,000, whereas the report stated that £60,000 had been laid out in the purchase of reversions, and that the increasing value was £14,000, making £74,000, leaving an increase of £10,000 unaccounted for.

Mr. Berridge (the actuary) said that, with reference to the item of £1173 on sale of stock, that was profit upon the whole of their holding sold in the course of the year. In last year's balance sheet there was an item of railway shares, preference and ordinary, consisting of Bombay and Baroda, and Midland and North-Eastern preference shares, £11,666. The whole of these were sold in the year, and the £1173 was the profit on the transaction. The reversions last year were stated at £160,000, about £60,000 had been invested in the course of the year, bringing the amount up to £220,000. They stood at £244,000, or £24,000 more, and that included the increasing value £14,000, and also £16,000 which appeared on the other side of the account, making £30,000 as profit on reversions fallen in.

In reply to a shareholder,

The Chairman stated that the loans on personal securities were always accompanied with assurances in the office.

The report was unanimously adopted.

The directors who retired by rotation, namely, Mr. Baron Cleasby, Mr. Kensit, Mr. Russell, Mr. Iliffe, and Mr. Powell (the retiring auditor) were, on the motion of Mr. Sprague, unanimously re-elected.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

MR. W. ABRAM.

THE late Mr. William Abram, of Middle Temple-lane, and of Belsize-park, Hampstead, who died on the 13th instant, in the seventy-fifth year of his age, was the head of the well-known firm of Abram and Sons, law stationers, of Middle Temple-lane, and as such we may be excused for inserting a short obituary notice of him in this column. The son of the late Mr. John Abram, law stationer and printer, he was born in the year 1800, and on the death of his father inherited the old-established business, which had been carried on in the same house since prior to the great fire of London. The stationer's shop (one of the very old Elizabethan buildings now remaining in London) was for about 120 years, up till 1840, the old post house in Middle Temple-lane. Most of the great lawyers in the past 200 years have trodden its well-worn boards, as many of the principal ones in both branches of the Profession do at the present time; and the books of the old house bear record of many great Acts of State. Many of the most important Acts of Parliament, notably the Slave Trade Acts, were copied in the office, as also at times other most important State documents. Lord Brougham, in the days before he became a peer and Lord Chancellor, was a frequent

visitor. Mr. Abram's father, we may add, used to smoke his evening pipe in the "Devil's Tavern" with Oliver Goldsmith, and other celebrities, who then frequented it. The deceased gentleman was twice married, firstly to Elizabeth Ann, daughter of William Rattenbury, shipbuilder and joiner, and cousin of the late John Rattenbury, the eminent Wesleyan minister; and, secondly, he married the widow of Mr. Robert Ross, of Rugby, who still survives. He leaves, besides four daughters, three sons, Mr. William J. Abram, barrister-at-law, and George and Edward, the present members of the law stationer's firm. The remains of the deceased gentlemen were interred in Brompton Cemetery.

R. STILL, ESQ.

THE late Robert Still, Esq., solicitor, of Lincoln's Inn, who died at Folkestone, on the 10th inst., in the sixty-seventh year of his age, was the eldest son of the late Rev. John Still, of Fonthall, in the county of Wilts, by Ann, daughter of T. Tippetts, Esq., of Dursley, Gloucestershire. He was born in the year 1808, and was educated at Winchester. Admitted a solicitor in Michaelmas Term 1830, he settled in New-square, Lincoln's-inn, where he soon obtained a good and increasing share of business. In early life he was appointed solicitor to Bridewell and Bethlehem Hospitals, and also Steward of the Manor of Rotherhithe, the duties of which offices he faithfully performed for many years. In 1865, his son, Mr. Stafford Francis Still, was admitted a solicitor, and was in partnership with him down to the time of his death. Mr. Still, senior, married, in 1840, Miss Laura Frances Price, daughter of Ralph Price, Esq., of Sydenham, Kent, and granddaughter of the late Sir Charles Price, Bart., by whom he has left seven children. The remains of the deceased gentleman were interred at Sutton, in the county of Surrey.

G. J. YARBURGH, ESQ.

THE late George John Yarburgh, Esq., barrister-at-law, of Heslington Hall, Yorkshire, who died on the 16th inst., at his seat near York, in the sixty-fourth year of his age, was the eldest son of the late George Lloyd, Esq., of Stockton Hall, Yorkshire, a deputy-lieutenant for that county (who died in 1863), by Alicia Maria, only daughter of the late John Greame, Esq., of Sewerby House, Yorkshire. He was born in the year 1811, and was educated at Rugby under Dr. Wooll, and afterwards at Trinity College, Cambridge. He was called to the Bar by the honourable society of the Middle Temple in Trinity Term 1840, but never actively followed his profession. Mr. Yarburgh, who assumed that name in lieu of his patronymic in 1857, under the will of his maternal great-grandfather, on inheriting the estate and manor of Heslington, was a magistrate for the East and West Ridings of Yorkshire. He married in 1840 Mary Antonia, third daughter of the late Samuel Cheetham Hilton, Esq., of Pennington Hall, Lancashire, and by her, who died in 1867, had issue two daughters, the elder of whom is the wife of Mr. George William Bateson, brother of Sir Thomas Bateson, Bart., of Belvoir Park, County Down, and the younger is married to Mr. Charles Lethbridge, of Chagot Lodge, Somerset.

MR. JOHN MITCHELL.

THE late Mr. John Mitchell, who died on Saturday last at Dromalane, near Newry, in Ireland, was by profession a solicitor, and formerly in a fair and respectable way business. The son of the Rev. John Mitchell, a Unitarian minister in Newry, he was born about the year 1812. He was at one time in partnership with Mr. Samuel Livingstone Frazer, at Newry, and held an honourable position until he became involved in the Irish political rebellion of 1848. He was an active member of the Irish Confederation, an offshoot of the Repeal Association; and the language of its leaders led to the passing of Treason-Felony Act. Mitchell's answer to the Government was the publication of the *United Irishman*, in which articles of the most seditious kind, "written," as the *Times* observes, "in terms of studied contempt and violence," appeared every week, and challenged prosecution. This at length came, and the end is known. Mr. Mitchell and his fellows in treason were prosecuted by the Irish Government, convicted of felony, and for the most part suffered transportation. Mr. Mitchell, who was treated with leniency by the governor of the penal colony and by his officials; but he broke his parole, effected his escape, and went to America, where he became naturalised as a citizen of the United States. About a month ago, on the retirement of the Hon. Charles W. White, M.P., for Tipperary, who accepted the Chiltern Hundreds, Mr. Mitchell was proposed as a candidate for the representation of that constituency, and was returned without opposition, but was refused permission to take his seat on the above grounds. Mr. Mitchell married a niece of the late Sir William Verner, Bart., M.P.,

of Verner's Bridge, County Armagh; the circumstances of the union were romantic enough, involving as they did, a runaway match and its subsequent trials. He leaves by his marriage at all events, one son, "Captain" Mitchell, who was at one time named as a possible candidate for the representation of Tipperary, on his father being declared disqualified on the ground of having been convicted of treason-felony, and not having received her Majesty's pardon or completing his sentence. Mr. Mitchell was brother-in-law of Mr. John Martin, M.P., and of Mr. Hill Irvine, of Dromalane, at whose residence he died.

THE COURTS AND COURT PAPERS.

SITTINGS IN AND AFTER EASTER TERM, 1875.

Equity Courts.

Court of Appeal in Chancery.

At Westminster.

Thursday ... April 15 Appeal motions

At Lincoln's-inn.

Friday April 16 Bankrupt appeals and appeals

Saturday 17 Petitions in lunacy and appeal

Monday 19 Appeal motions and appeals

Tuesday 20 Appeals

Wednesday 21 Ditto

Thursday 22 Bankrupt appeals and appeals

Friday 23 Appeals

Saturday 24 Petitions in lunacy and appeal

Monday 26 Appeal motions and appeals

Tuesday 27 Appeals from the County Palatine of Lancaster, Appeals from the Stannaries Court, and appeals

Wednesday 28 Appeals

Thursday 29 Bankrupt appeals and appeals

Friday 30 Appeals

Saturday May 1 Petitions in lunacy and appeal

Monday 3 Appeal motions and appeals

Tuesday 4 Appeals

Wednesday 5 Ditto

Thursday 6 Bankrupt appeals and appeals

Friday 7 Appeals

Saturday 8 Petitions in lunacy and appeal

Rolls Court.

At Westminster.

Thursday April 15 Motions

At Chancery-lane.

Friday 16 General paper

Saturday 17 Petitions, short causes, adjourned summonses, and general paper

Monday 19 General paper

Tuesday 20 Ditto

Wednesday 21 Ditto

Thursday 22 Motions and general paper

Friday 23 General paper

Saturday 24 Petitions, short causes, adjourned summonses, and general paper

Monday 26 General paper

Tuesday 27 Ditto

Wednesday 28 Ditto

Thursday 29 Motions and general paper

Friday 30 General paper

Saturday May 1 Petitions, short causes, adjourned summonses, and general paper

Monday 3 General paper

Tuesday 4 Ditto

Wednesday 5 Ditto

Thursday 6 Motions and general paper

Friday 7 General paper

Saturday 8 Petitions, short causes, adjourned summonses, and general paper

Unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

V.O. Malins' Court.

At Westminster.

Thursday ... April 15 Motions

At Lincoln's-inn.

Friday April 16 Petitions and general paper

Saturday 17 Short causes, adjourned summonses and general paper

Monday 19 General paper

Tuesday 20 Ditto

Wednesday 21 Ditto

Thursday 22 Motions and general paper

Friday 23 Petitions and general paper

Saturday 24 Short causes, adjourned summonses, and general paper

Monday 26 General paper

Tuesday 27 Ditto

Wednesday 28 Ditto

Thursday 29 Motions and general paper

Friday 30 Petitions and general paper

Saturday May 1 Short causes, adjourned summonses, and general paper

Monday 3 County court appeals and general paper

Tuesday 4 General paper

Wednesday 5 Ditto

Thursday May 6 Motions and general paper
Friday 7 Petitions and general paper
Saturday 8 Short causes, adjourned summonses, and general paper

V.O. Bacon's Court.

At Westminster.

Thursday ... April 15 Motions

At Lincoln's-inn.

Friday April 16 General paper

Saturday 17 Petitions, short causes, and general paper

Monday 19 In Bankruptcy

Tuesday 20 General paper

Wednesday 21 Ditto

Thursday 22 Motions, adjourned summonses, and general paper

Friday 23 General paper

Saturday 24 Petitions, short causes, and general paper

Monday 26 In Bankruptcy

Tuesday 27 General paper

Wednesday 28 Ditto

Thursday 29 Motions, adjourned summonses, and general paper

Friday 30 General paper

Saturday May 1 Petitions, short causes, and general paper

Monday 3 In Bankruptcy

Tuesday 4 General paper

Wednesday 5 Ditto

Thursday 6 Motions, adjourned summonses, and general paper

Friday 7 General paper

Saturday 8 Petitions, short causes, and general paper

V.O. Hall's Court.

At Westminster.

Thursday ... April 15 Motions

At Lincoln's-inn.

Friday April 16 Petitions and general paper

Saturday 17 Short causes and general paper

Monday 19 General paper

Tuesday 20 Ditto

Wednesday 21 Ditto

Thursday 22 Motions, adjourned summonses, and general paper

Friday 23 Petitions and general paper

Saturday 24 Short causes and general paper

Monday 26 General paper

Tuesday 27 Ditto

Wednesday 28 Ditto

Thursday 29 Motions, adjourned summonses, and general paper

Friday 30 Petitions and general paper

Saturday May 1 Short causes and general paper

Monday 3 General paper

Tuesday 4 Ditto

Wednesday 5 Ditto

Thursday 6 Motions, adjourned summonses, and general paper

Friday 7 Petitions and general paper

Saturday 8 Short causes and general paper

N.B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, may, except by order of the court, be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

Any causes intended to be heard as short causes [before the Master of the Rolls, or either of the Vice-Chancellors] must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in court with the judge's officer the day before the cause comes into the paper.

Further considerations will be taken [before the Master of the Rolls and before each of the Vice-Chancellors Bacon and Hall] as part of the general paper, in priority to original causes, but will not take precedence of any cause or matter that has already appeared in the paper.

Common Law Courts.

Court of Queen's Bench.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Friday April 16 | Friday April 30

Friday 23 | Friday 23

No London sittings this Term.

AFTER TERM.

Monday May 10 | Thursday May 13

Middlesex.

London.

Court of Common Pleas.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Friday April 16 | Friday April 30

Friday 23 | Friday 23

No London sittings this Term.

AFTER TERM.

Monday May 10 | Monday May 10

Tuesday 11 | Tuesday 11

Wednesday 12 | Wednesday 12

And every subsequent day until Saturday, 15th May, inclusive.

Court of Exchequer.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Friday April 16 | Thursday April 29

Friday 23 | Friday 23

No London sittings this Term.

AFTER TERM.

Monday May 10 | Thursday May 13

Middlesex.

London.

THE LONDON BANKRUPTCY COURT.—The Court will be closed from the 24th of March next until the 15th of April. Applications may be made at the Court in Basinghall-street, except on Good Friday, Saturday, the 27th, and Easter Monday and Tuesday, on which days the courts and offices will be entirely closed.

PROMOTIONS AND APPOINTMENTS.

THE Vice Warden of the Stannaries has appointed Mr. Charles Robbins, of the Firm of Bolton, Robbins, and Busk, of 1, New-square, Lincoln's-inn, a Commissioner for taking Affidavits on both sides of the court.

MR. THOMAS CLARKSON RUSSEL, solicitor, of 24, Coleman-street, City, and Highgate, has been appointed by the Lord Chief Justice, a London Commissioner to Administer Oaths in Her Majesty's Court of Common Pleas.

THE Town Clerk of Andover (Mr. H. Footner), who has resigned his office, is to be succeeded by his son, Mr. Richard J. Footner, who has acted as his deputy for some time.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, March 5.

CUNDY, CHARLES FISHLAKE: BURROWS, FREDERIC ARRENETY; and BURROWS, ALBERT, attorneys and solicitors, Jermyn-st., as regards Cundy. March 1

Gazette, March 12.

BUCKLER, THOMAS WARR; MILLARD, GEORGE WILLIAM; and CAYLEY, ARTHUR, solicitors and attorneys, Fenchurch-st. Debts by Buckler and Millard. March 9

PHILLIPS and SOX, attorneys, solicitors, and conveyancers, Hull (Charles Henry Phillips and Arthur Bentley Phillips). Debts by C. H. Phillips. March 24

Gazette, March 16.

FAWCETT, JOHN, and MALCOLM, JOHN COOPER, solicitors, Leeds and Otley. Debts at Otley by Fawcett and at Leeds by Malcolm. March 4

Bankrupts.

Gazette, March 19.

To surrender at the Bankruptcy Court, Basinghall-street.

ELPHINSTONE, JOHN, wine and spirit merchant, Made-pl. Hol loway. Pet. March 15. Reg. Roche. Sols. Ellis and Crossfield. March 14. Sur. April 6

JONES, ARTHUR STEPHEN JOHN WARREN, and JONES, JULIA MARY, boarding-house school proprietors, Abingdon-villas, Kensington. Pet. March 17. Reg. Hasall. Sol. Bradley. Bloomsbury-sq. Sur. April 7

ROBERTS, WILLIAM, tailor and outfitter, Edgeware-rd. Pet. March 17. Reg. Spring-Rice. Sol. Brown, Basinghall-st. Sur. April 15

To surrender in the County.

CHESWELL, ROBERT HENRY, jobmaster, Walton-on-the-Naze. Pet. March 10. Reg. Barnes. Sur. April 14

DAVIES, THOMAS, Carnogur, Ogmores-vally. Pet. March 17. Reg. Langley. Sur. April 7

DE BUSCH, EDWARD MUNSTER, steamship owner, Ryde. Pet. March 15. Reg. Blake. Sur. April 7

HARVEY, THOMAS COWELL, clerk in holy orders, Torquay. Pet. March 16. Reg. Daw. Sur. April 1

ROBERTS, THOMAS, hotel keeper, Brynmawr. Pet. March 16. Reg. Shephard. Sur. April 3

THOMSON, JAMES, brushmaker, Ashton-under-Lyne. Pet. March 17. Reg. Hall. Sur. April 1

Gazette, March 23.

To surrender at the Bankruptcy Court, Basinghall-street.

O'CALLAGHAN, THE HON. WILLIAM FREDERICK OBRONDE, member of Parliament, Paris. Pet. March 18. Reg. Spring-Rice. Sur. April 15

To surrender in the County.

ARMSTRONG, CHRISTOPHER BAKUCKE, metal broker, Sunderland. Pet. March 18. Reg. Ellis. Sur. April 5

CATER, JOHN, and HOLBURY, CHARLES, woollen drapers, Liverpool. Pet. March 30. Reg. Watson. Sur. April 8

CRANK, ALEXANDER, blacksmith, Berwick-upon-Tweed. Pet. March 19. Reg. Mortimer. Sur. April 3

DEWBURY, CHARLES, tea dealer, Manchester. Pet. March 30. Reg. Kay. Sur. April 9

HOPKINS, ROBERT, brush manufacturer, Liverpool. Pet. March 30. Reg. Watson. Sur. April 5

POTTS, ALFRED, dealer in yeast, Stockport. Pet. March 15. Reg. Hyde. Sur. April 5

TREHARNE, TREHARNE, grocer, Ogmores-vally, near Bridgend. Pet. March 18. Reg. Langley. Sur. April 7

BANKRUPTCIES ANNULLED.

Gazette, March 16.

COULSON, WILLIAM, coprolite merchant, Cambridge. April 22, 1870

Gazette, March 19.

HONFRAY, CHARLES GOULD MORGAN, Caerleon, near Newport. March 6, 1871

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 19.

ALLEN, JOHN, tailor, Liverpool. Pet. March 17. April 8, at two, at office of Sol. Hughes, Liverpool

ANDERSON, ALEXANDER, wine merchant, Cheapside and Gutter-lane. Pet. March 15. April 8, at two, at office of Sols. Parker, Lee, and Haddock, St. Paul's Church-yd.

BATES, WILLIAM, builder, Canterbury. Pet. March 16. April 5, at one, at the Fleur-de-lis hotel, Canterbury. Sol. Delasaux, Canterbury

BAYNES, RICHARD, cotton manufacturer, Blackburn. Pet. March 17. April 8, at three, at office of Sol. Leigh, Manchester

BIDEN, WILLIAM JAMES, currier, Bristol. Pet. March 16. April 3, at eleven, at office of Sol. Williams, Bristol

BOWERING, JAMES, grocer, Bridgewater. Pet. March 15. March 30, at three, at office of Sol. Chapman, Bridgewater

BOYCE, WILLIAM, grocer, Cardiff. Pet. March 11. March 25, at one, at office of J. Collins, jun., accountant, 38, Broad-st., Bristol

Sol. Bramble, Bristol

BRADLEY, BRYAN WATSON, cloth manufacturer, Leeds and Morley. Pet. March 15. March 30, at three, at office of Sol. Pullan, Leeds

BRADY, JAMES, upholsterer, Stockton. Pet. March 15. April 1, at three, at three, at office of Sols. Fawcett, Garbutt, and Fawcett, Stockton

CAMPBELL, EDWARD, bricklayer, Ove. Pet. March 15. March 30, at twelve, at office of Sol. Jones, Hastings

CHADWICK, JOHN, rope maker, Leeds. Pet. March 16. April 21, at three, at office of Sol. Hardwick, Leeds

CHAMBERS, THOMAS WILLIAM, bootmaker, Bury. Pet. March 17. April 5, at office of Sol. Anderson, Bury.

CHARLESWORTH, JOHN, fishmonger, Heckmondwike. Pet. March 16. April 2, at ten, at office of Sol. Wooller, Batley.

CLARK, JAMES, wine merchant's clerk, Guildford-rd, South Lambeth. Pet. March 17. April 2, at half-past three, at 2, Sugar Loaf-st, Leadenhall-st. Sol. Kobbell, Fenchurch-st.

COLETT, THOMAS BENTON, butcher, Liverpool. Pet. March 15. April 2, at three, at office of Sol. Blackhurst, Liverpool.

COTTER, SUSAN, widow, and MESTRAL, MARIE LOUISE, spinster, schoolmistresses, Leamington Priors. Pet. March 15. April 1, at eleven, at office of Sol. Field, Leamington Priors.

COX, WILLIAM, carpenter, Nottingham. Pet. March 10. April 5, at twelve, at office of Sol. Bell, Nottingham.

CROUCH, ALFRED, architect, Hull. Pet. March 16. April 2, at two, at the Black Lion hotel, Bridlington. Sol. Heartfield, Hull.

CURWEN, REV. ALFRED FRANCIS, clerk, Harrington. Pet. March 15. April 5, at one, at the Globe hotel, Whitehaven. Sol. Milburn, Workington.

DAVIES, HENRY WRIGHT, bookseller, Newcastle and Gateshead. Pet. March 16. March 30, at eleven, at office of Sol. Hopper, Newcastle.

DAVIS, JOHN, factor, Birmingham. Pet. March 16. April 2, at half-past ten, at the Queen's hotel, Birmingham. Sol. Davies, Birmingham.

DEAN, JOHN RICHARD, bootmaker, Strand. Pet. March 13. April 8, at eleven, at the Bedford Head, Maiden-lane, Southampton-st. Strand. Sol. Moss, Bedford.

DEWDNEY, CHARLES HALSTEAD, grocer, Carshalton. Pet. March 15. April 5, at one, at office of Sol. Messrs. Marsden, Queen-st, Cheapside.

DOLPHIN, JOB, victualler, Bilston. Pet. March 15. April 3, at three, at the Pipe Hall hotel, Bilston. Sol. Bowen, Bilston.

EARDLEY, JAMES, victualler, Stoke-on-Trent. Pet. March 16. March 23, at twelve, at the Coopers' Arms inn, Stoke-on-Trent. Sol. Singleton.

EDES, HENRY, baker, Salford. Pet. March 16. April 3, at three, at the Bath hotel, Leamington Priors. Pet. March 16. Sol. Simmons, Birmingham.

ELLIOTT, ROWLAND ANGELO, publisher, Alfreton. Pet. March 15. April 6, at twelve, at office of J. A. Redhead, 13, Southampton-st, Bloomsbury. Sol. Moody, Derby.

EWELSH, WILLIAM WOLFE, innkeeper, Shoreham. Pet. March 15. March 30, at twelve, at office of Sol. Webb, Brighton.

ENNIS, KATE, schoolmistress, Southsea. Pet. March 15. April 2, at eleven, at office of Sol. Messrs. Chamberlain, Southsea.

EVANS, MARTHA, victualler, Cheltenham. Pet. March 9. March 23, at twelve, at office of Sol. Potter, Cheltenham.

FRENEY, WILLIAM, poultry dealer, Liverpool. Pet. March 16. April 5, at three, at office of Sol. Bilton, Liverpool.

FRISEY, JAMES EDWARD, tailor, Gosport. Pet. March 15. April 5, at ten, at office of Sol. Blake, Gosport.

GILL, GEORGE, wheelwright, Knottingly. Pet. March 12. April 3, at three, at the Manor House inn, Wakefield. Sol. Stocks and Nettleton, Wakefield.

GODDARD, JAMES, publican, Oxford. Pet. March 15. March 31, at eleven, at office of Sol. Druce, Oxford.

GORMAN, THOMAS, provision merchant, Liverpool, and Walton. Pet. March 15. March 31, at three, at office of Sol. Teobay and Lynch, Liverpool.

GRAY, JAMES, carman, Hertford-cottages, Hertford-road, Kingsland. Pet. March 16. April 8, at three, at office of F. Holloway, accountant, 173, Ball's Pond-road, Islington. Sol. Fenton.

GREEN, AMOS, draper, Derby. Pet. March 16. April 6, at three, at office of Sol. Gretton, Derby.

HALL, JOHN, brickmaker, Blackpool. Pet. March 15. April 2, at two, at office of Sol. Edleston, Preston.

HARRIS, ELLI, tea dealer, Warwick. Pet. March 16. April 1, at eleven, at office of Sol. Enderby, Birmingham.

HEAD, EDWARD, publisher, Wine Office-st, Fleet-st. Pet. March 12. March 27, at twelve, at office of Sol. Finch, Clifford's-inn, Fleet-st.

HEBERT, HENRY, leather dresser, Old Kent-rd. Pet. March 12. March 27, at eleven, at the Swan Tavern, Great Dover-st, Borough Sol. Bilton, Renfrew-rd, Kennington-la.

HURLESTONE, WILLIAM HENRY, brush manufacturer, Preston. Pet. March 12. March 31, at two, at office of Sol. Cunliffe and Pugh, Preston.

HURST, JAMES, builder, Bolton. Pet. March 17. April 5, at three, at office of Sol. Grundy, Bolton.

JONES, HENRY, and JONES, ROBERT, shoe manufacturers, Stafford. Pet. March 16. April 5, at twelve, at office of Sol. Gresty, Stafford.

KEEFE, CORNELIUS, grocer, Newport. Pet. March 15. April 2, at twelve, at office of Sol. Batchelor, Newport.

LASHMAR, JOHN HENRY, bootmaker, Redhill. Pet. March 13. April 4, at twelve, at office of Sol. Wade, Clifford's-inn.

LEFFLY, LEON, general outfitter, Sidney-st, Mile End. Pet. March 11. April 9, at twelve, at office of Sol. Montagu, Bucklersbury.

LEWIS, HENRY, butcher, Birmingham. Pet. March 13. March 29, at two, at office of Messrs. Stratton, accountants, Birmingham. Sol. Maunder.

LOYD, THOMAS, boot and shoe maker, Tredegar. Pet. March 16. April 5, at two, at office of Sol. Nunneley, Bristol.

LOYD, THOMAS, innkeeper, Cardiff. Pet. March 16. April 16. April 2, at half-past ten, at office of Sol. Evans, Carmarthen.

LONGTON, JOHN, shipbroker, Liverpool. Pet. March 15. March 31, at three, at office of Sol. Morris, Liverpool.

LUND, LAURENTIUS ANDREAS WALDEMAR, manufacturing jeweller, Chandos-st, Strand, and Woodbrook House, Cricklewood. Pet. March 15. April 2, at two, at office of Lovelock and Whiffin, accountants, 19, Coleman-st. Sol. Robinson, Gresham House, Old Broad-st.

MANSSELL, WILLIAM JOHN, upholsterer, Fulham-rd, West Brompton. Pet. March 11. March 31, at eleven, at the Guildhall coffee-house, Gresham-st. Sol. Marshall, King-st-west, Hammer-smith.

MARCH, NICHOLS, general draper, Isleworth. Pet. March 11. April 7, at eleven, at office of A. C. Coles, 12, North-bldgs, Eldon-st, Finsbury. Sol. Nutt.

MARSHALL, WILLIAM, hosier, Whiston. Pet. March 16. March 31, at eleven, at office of Sol. Messrs. Webster, Sheffield.

MASTERS, WILLIAM, cab master, Little Britton, Store-st, Bedford. Pet. March 15. April 1, at twelve, at the Guildhall tavern, 2, Kenne and Mansland, London-st, Fenchurch-st.

MAURICE, MORITZ, wine merchant, Manchester. Pet. March 12. April 2, at three, at office of Sol. Ramwell, Pennington, and Sumner, Manchester.

MCLEOD, JAMES DAVID, dealer in elastic webs, London-wall, and Bexley-heath. Pet. March 16. April 6, at three, at office of London Warehousemen's Association, 111, Cheapside. Sol. Matland.

MILWARD, GEORGE COULSON, provision merchant, York. Pet. March 15. March 31, at twelve, at office of Sol. Wilkinson, York.

NEAST, ROBERT, grocer, Bilston. Pet. March 15. April 3, at three, at office of Sol. Bowen, Bilston.

NEWLANDS, PETER, and GREENWOOD, JAMES, ironfounders, Ashton-under-Lyne. Pet. March 17. March 31, at three, at office of Sol. Dutton and Bottomley, Ashton-under-Lyne.

PARR, FRANCIS HENRY, boot maker, Old Compton-st, Soho. Pet. March 9. March 25, at four, at Ridler's hotel, 133, Holborn.

SOL. YORKE, Marylebone-rd.

PARTINGTON, RALPH, wine driver, Bolton. Pet. March 16. April 2, at ten, at office of Sol. Dowling, Bolton.

PERKINS, RICHARD ORLANDO, refreshment house keeper, Park-lane, Piccadilly, also Postern-row, Tower-hill. Pet. March 12. March 29, at ten, at office of Sol. Long, Blackfriars-rd.

PERKINS, FREDERICK, grocer, Burslem. Pet. March 10. March 22, at three, at the Masons' Arms inn, Burslem. Sol. Tomkinson, Burslem.

PRICKETT, THOMAS, blacksmith, Tenby. Pet. March 15. March 31, at three, at the Townhall, Carmarthen. Sol. Gwynne and Stokes Tenby.

REYNOLDS, WILLIAM, cab proprietor, Church-st, Rotherhithe. Pet. March 11. March 29, at three, at office of Sol. Hicklin and Washington, Trinity-sq, Southwark.

ROBINSON, WILLIAM, iron designer, Nottingham. Pet. March 16. April 5, at twelve, at office of Sol. Maples and McCraith, Nottingham.

ROGERS, RICHARD, bootmaker, Seymour-pl, Bryanston-sq. Pet. March 8. April 1, at three, at office of Sol. Watson, Guildhall-rd.

SMITH, JAMES, pawnbroker, Hollinwood, near Manchester. Pet. March 16. April 5, at three, at the Mitre hotel, Cathedral-gates, Manchester. Sol. Dewhurst, Manchester.

SOLOMON, ZACHARIAH JOHN, furnishing upholsterer, Gravesend. Pet. March 16. April 6, at twelve, at office of Sol. Sharland and Hatten, Gravesend.

TAYLOR, ALFRED, printer's collecting clerk, Fortnam-rd, Upper Holloway. Pet. March 11. March 23, at three, at office of Sol. Popham, Vincent-ter, Islington.

TRISTRAM, ARTHUR WILKINSON, draper, Manchester, and Rushmore, near Manchester. Pet. March 15. April 7, at three, at office of Sol. Sampson, Manchester.

TURNER, BENJAMIN, jeweller, Newcastle. Pet. March 16. March 31, at two, at office of Sol. Messrs. Joel, Newcastle.

VINE, CHARLES, milk dealer, Surbiton. Pet. March 15. April 6, at three, at office of Sol. Sherrard, Lincoln's-inn-fields.

WARD, JOSEPH, and INGHAM, SAMUEL, smallware manufacturers, Middleton. Pet. March 17. April 1, at three, at the Mitre hotel, near the Cathedral, Manchester. Sol. Clark, Oldham.

WEAVER, GEORGE, tailor, Tunstall. Pet. March 10. March 30, at three, at the Copeland Arms hotel, Stoke-on-Trent. Sol. Salt, Tunstall.

WEDGWOOD, SAMUEL, fish hook maker, Redditch. Pet. March 15. April 2, at three, at office of Sol. Simmons, Redditch.

WHITE, JOSEPH, corn miller, Sutton-in-Hull. Pet. March 15. April 2, at two, at the George hotel, Whitefriargate, Hull. Sol. Foster, Tonge, and Son.

WILKINSON, JOHN, wool buyer, Clephane-rd, Canonbury. Pet. March 17. April 6, at three, at office of Sol. Leayard and Co., Albion-chmbrs, Finsbury-pl, South.

WILKINSON, NATHAN, and SMITH, SIDNEY, printers, Birmingham. Pet. March 13. March 31, at three, at office of Sol. Edwards, Birmingham.

WILLIAMS, GEORGE, solicitor's clerk, Amhurst-rd, Stoke Newington. Pet. March 15. April 31, at three, at office of Sol. Foster, Queen-st-pl, Cannon-st.

WILLIAMS, THOMAS, grocer, Cardiff. Pet. March 15. March 31, at twelve, at office of J. Collins, jun., accountant, 39, Broad-st, Bristol. Sol. Merris.

WILSON, JOHN, boot manufacturer, Liverpool. Pet. March 16. April 6, at three, at office of Sol. Nordon, Liverpool.

WILSTON, JOHN JAMES, wheelwright, Great College-st, Camden-town. Pet. March 18. April 10, at one, at office of Sol. Johnstone, High-st, Marylebone.

WITKES, CARPENTER, Tavistock-crescent, Westbourne-park. Pet. March 11. March 27, at ten, at Albert hotel, Cornwall-rd, Kensington-park. Sol. Morris, Staple-inn, Holborn.

WRIGHT, MORDEEN, surgeon, Walworth-rd. Pet. March 9. March 23, at two, at Ridler's hotel, 133, Holborn. Sol. Yorke, Marylebone-rd.

Gazette, March 23.

AIRD, WILLIAM, brickmaker, Walthamstow. Pet. March 19. April 9, at three, at office of Messrs. Fletcher and Co., accountants, 2, Moorgate-st. Sol. Lewis, Munns, and Longden, Old Jewry.

ANGLIE, JOHN, licensed victualler, Kegworth. Pet. March 17. April 2, at twelve, at office of Sol. Deane and Lickorish, Walbrook, and Loughborough.

ARMSTRONG, JOSEPH, draper, Seaham Harbour. Pet. March 17. April 5, at twelve, at office of Sol. Wright, Sunderland.

ATKIN, ROBERT, out of business, Aylesbury. Pet. March 19. April 8, at four, at Ridler's hotel, 133, Holborn. Sol. Yorke, Marylebone-rd.

BALFOUR, SAMUEL, butcher, Leeds. Pet. March 19. April 6, at three, at office of Sol. Turner, Leeds.

BARKER, WILLIAM, goldsmith, New Bond-st. Pet. March 18. April 6, at two, at the Inns of Court hotel, 209, High Holborn. Sol. Richards, Warwick-st, Regent-st.

BARNARD, THOMAS (trading under the style or firm of T. Bradford and Co.), warehouseman, Manchester. Pet. March 19. April 7, at three, at office of V. T. Ogden, accountant, 48, Watling-st, London. Sol. Ingle, Cooper, and Holmes, Threadneedle-st, London.

BELCHER, WILLIAM, grocer, Newport. Pet. March 20. April 16, at eleven, at office of Sol. Fox, Newport.

BELTON, PETER, draper, Bolton. Pet. March 18. April 5, at three, at office of Sol. Dutton, Bolton.

BERINGER, JOSEPH, and BEHINGER, JOHN, jewellers, Helston. Pet. March 16. April 2, at two, at office of Sol. Brown, Birmingham.

BILHAM, JAMES, EUSTON, Jonson-pl, Harrow-rd, Paddington. Pet. March 10. April 5, at three, at office of Sol. Fox, St. Mary's-sq, Paddington-green, Paddington.

BIRD, JOHN, fruiterer, Scarborough. Pet. March 17. April 5, at three, at office of Sol. Fox, Scarborough.

BRIANT, WALTER, tobacconist, Mile End-road. Pet. March 15. April 5, at two, at office of H. Howse, accountant, 3, Staple-inn, Holborn. Sol. Morris, Staple-inn, Holborn.

BROOKE, ROBERT, draper, Bradford. Pet. March 18. April 3, at three, at the Queen's hotel, Wakefield-rd, Bradford.

BROWN, THOMAS, grocer, Magna Park, near Gulsbrough. Pet. March 18. April 6, at twelve, at the Buck Hotel, Gulsbrough. Sol. Fawcett, Garbutt, and Fawcett, Gateshead, and Scotswood Tower. Pet. March 17. April 8, at two, at office of Sol. Harle, Newcastle-on-Tyne.

BURCHETT, JOHN THOMAS, bookseller, Winchester. Pet. March 18. April 5, at eleven, at office of Sol. Shorrocks, Winchester.

BUTLER, WILLIAM PALMER, builder, Hitchin. Pet. March 16. April 3, at eleven, at office of Sol. Wade and Co., Hitchin.

CHANNON, FREDERICK, grocer, Regent-st, Westminster. Pet. March 14. April 7, at two, at office of Sol. Aird, Eastcheap.

CLARK, ARTHUR, plumber, Polewouth. Pet. March 19. April 5, at twelve, at office of Sol. Fox, Gresham House, Old Broad-st.

CLARK, WILLIAM, coach builder, Great York-mews, Baker-st, Marylebone. Pet. March 13. March 31, at one, at office of Sol. Parkes, Beaumont-bldgs.

DALLIMORE, JOHN WILLIAM, potter, Farnham. Pet. March 19. April 6, at three, at the Railway hotel, Farnham. Sol. Messrs. Ford, Portsea.

DAVIS, JOHN, grocer, Cwmavon. Pet. March 18. April 6, at eleven, at office of Sol. Charles, Neath.

DICKER, HENRY PHILIP, organ builder, Exeter. Pet. March 18. April 5, at eleven, at office of Sol. Hirtzel, Exeter.

DOWSE, ROBERT HENRY, builder, Birmingham. Pet. March 18. April 6, at eleven, at office of Sol. Sargent, Birmingham.

DRUMMOND, WILLIAM, clothier, Sunderland. Pet. March 17. April 2, at three, at office of Sol. Gresham, Sunderland.

EDWARDS, GEORGE ALFRED, plumber, Dewsbury. Pet. March 18. April 6, at three, at the Scarborough hotel, Dewsbury. Sol. Ridgway.

EDWARDS, CHARLES STUART, warehouseman, Watling-st. Pet. March 20. April 13, at three, at the Chamber of Commerce, 145, Cheapside. Sol. Rooks, Kenrick, and Co., King-st, Cheapside, E.C.

ELLIS, WILLIAM, earthenware dealer, Bristol. Pet. March 13. March 31, at one, at office of Mr. S. Sprud, 13, John-st, Bristol.

EVANS, ROBERT, and EVANS, JOHN, engineers, Hereford. Pet. March 18. April 6, at twelve, at the Hop Market Hotel, Worcester. Sol. Corner, Hereford.

FAWCETT, WILLIAM, printer, New Sleaford. Pet. March 16. April 3, at eleven, at the Bristol Arms hotel, New Sleaford. Sol. Wallis.

FOORD, FANNY, dressmaker, Maidstone. Pet. March 19. April 8, at eleven, at office of Sol. Goodwin, Maidstone.

FRANCIS, FRANCIS, mining engineer, Hoole. Pet. March 19. April 1, at eleven, at office of Sol. Walker and Smith, Chester.

FULLER, DANIEL, boat builder, Lowestoft. Pet. March 19. April 8, at three, at office of Sol. Winter and Francis, Norwich.

GERMAN, GEORGE, milkman, Swansea. Pet. March 13. April 1, at three, at office of Sol. Fox, Swansea.

GREEN, EDWARD, boot maker, Walsend. Pet. March 19. April 5, at two, at office of Sol. Sewell, Newcastle-upon-Tyne.

GREEN, GEORGE AUGUSTUS, Landport, in par. of Portsea. Pet. March 18. April 3, at eleven, at office of Sol. Ford, Portsea.

GRIFT, DAVID, draper, Neath. Pet. March 16. April 6, at eleven, at office of Sol. Davies and Hartland, Swansea.

HARRIS, JOHN MYER, African merchant, Longdon-grove, Sydenham, (Shorrocks, and Fawcett, Sierra Leone. Pet. March 13. April 2, at two, at the Clarence hotel, Spring-gdns, Manchester. Sol. Hilbery, Crutched Friars.

HAYHOE, HENRY PARKER, painter, Bury Saint Edmunds. Pet. March 18. April 19, at eleven, at the Guildhall, Bury Saint Edmunds. Sol. Groves.

HILL, THOMAS, boot maker, Wolverton. Pet. March 16. April 6, at three, at office of Sol. Becke, Northampton.

HOOTON, SAMUEL WILLIAM, haberdasher, Loughborough. Pet. March 19. April 5, at twelve, at office of Sol. Deane and Lickorish, Walbrook, and Loughborough.

ISENSTEIN, MORITZ, and SALOMONS, LYON, JACOB, wholesale dealers in general fancy tobacco goods, Houndsitch. Pet. March 18. April 2, at twelve, at the Green Dragon hotel, 86, Bishopsgate-st, London.

JERVIS, THOMAS, butcher, Hanham. Pet. March 20. March 30, at eleven, at the Radnor hotel, Nicholas-st, Bristol. Sol. Tucker, Bristol.

JOHNSON, JOSEPH, nurseryman, Oxon. Pet. March 19. April 3, at eleven, at office of Sol. Downham, Eikenhead.

KETTERER, FLORENTINA, watchmaker, Bedford. Pet. March 11. March 31, at eleven, at office of Sol. Maher and Poncia, Birmingham.

KING, CAROLINE, boat builder, Great Yarmouth. Pet. March 19. April 12, at twelve, at the Star hotel, Great Yarmouth. Sol. Holt, Great Yarmouth.

KIRBY, EUGENE VON, HILT, ADELBERT GEORGE, and KUBENTHAL, GUSTAV, merchants, Great St. Helens. Pet. March 18. April 12, at three, at office of Sol. G. and W. Webb and Pearson, Austinfriars.

LAWRENCE, JOHN WILLIAM, and WILSTONE, CHARLES, theatrical managers, Barrow-in-Furness. Pet. March 18. April 5, at eleven, at the Ship hotel, Barrow-in-Furness. Sol. Jackson, Ulverston.

LEA, JAMES, plumber, Wigan. Pet. March 17. April 5, at eleven, at office of Sol. Rowbottom, Wigan.

LEWIS, JOHN JAMES, and TETLEY, WILLIAM HARRISON, fancy stuff manufacturers, Bingley and Bradford. Pet. March 20. April 5, at eleven, at office of Messrs. Wood and Killick, Commercial Bank-bldgs, Bradford. Sol. Sale, Shipman, Seddon, and Sale, Manchester.

LINTHWAITE, WILLIAM, gardener, Humberstone, and Leicester. Pet. March 17. April 2, at one, at office of Sol. Hunter, Leicester.

LIVINGSTON, JOHN, wheelwright, Pontypidd. Pet. March 17. April 5, at three, at office of Sol. Thomas, Pontypidd.

LUKER, JOHN, corn merchant, Gloucester. Pet. March 16. April 5, at twelve, at office of Sol. Haines, Gloucester.

MADDOCKS, THOMAS, boot maker, Birmingham. Pet. March 19. April 3, at eleven, at office of Sol. James, Birmingham.

MARSH, BEAUFORT, merchant, Pyrland-rd, Highbury New Park, and Finsbury-pl. Pet. March 18. April 7, at two, at office of Sol. Coburn, Leadenhall-st.

MEAD, METSON WILLIAM, farmer, Wix. Pet. March 17. April 7, at three, at office of Sol. Neck, Colchester.

MERRIMAN, JAMES, the younger, builder, Church Gresley. Pet. March 16. April 3, at twelve, at the White Hart hotel, Burton-on-Trent. Sol. Smith, Burton-on-Trent.

MOFFITT, ROBERT WILLIAM, draper, Spaynmoor. Pet. March 19. April 5, at three, at office of Sol. Chapman, Durham.

NELSON, JAMES, builder, Lowestoft. Pet. March 17. April 9, at twelve, at office of Sol. Seago, Lowestoft.

PADFIELD, KEZIA, marble mason, Curtin-rd, and Worship-st, Shoreditch. Pet. March 17. April 14, at two, at the Masons' Hall tavern, Masons-avenue, Rasinghall-st. Sol. Nichols, Nichols, and Son, Lime-st.

PAGE, JAMES BERNARD, fishing boat owner, Gorleston. Pet. March 19. April 13, at twelve, at office of L. Blake, public accountants, Hall Green, Sol. Whitshire, Great Yarmouth.

PANGBOURNE, WILLIAM HENRY, draper, Hitchin. Pet. March 15. April 8, at twelve, at the Guildhall coffee-house, Gresham-st. Sol. Times, Hitchin.

PARROTT, JOSEPH, farmer, Ramsey. Pet. March 16. April 2, at three, at the Laps hotel, High-st, Colchester. Sol. Gill, Cheap-side, London.

PEACE, GEORGE, metal broker, Sheffield. Pet. March 10. April 8, at twelve, at office of Sol. Tattershall, Sheffield.

PODE, WILLIAM, mason, Beersdell, in par. of Beersdell. Pet. March 17. April 6, at two, at office of Sol. Curteis, East Stonehouse.

POWELL, FREDERICK, and POWELL, FRANCIS GRAHAM, provision merchant, Fenchurch-st. Pet. March 19. April 7, at three, at office of Messrs. Turquand, Younge, and Co., 16 Tonnhouse-yd, Sol. Mackenzie.

PRIDMORE, WILLIAM HALEN, corn merchant, Birmingham. Pet. March 18. March 31, at half-past eleven, at the London and North-Western Railway Hotel, Lime-st, Liverpool. Sol. Sandebury.

READING, GEORGE, photographer, Sittingbourne. Pet. March 19. April 9, at twelve, at Crampton's hotel, Harbour-st, Ramsgate. Sol. Gibson, Sittingbourne.

RENTON, IRU, licensed victualler, Shorne. Pet. March 19. April 7, at three, at the Nelson Tavern, Gravesend. Sol. Jennings, Bennet's-hill, Doctors'-commons.

RIDER, MARY ANN, beer seller, Heston, near Hounslow. Pet. March 18. April 5, at three, at office of Sol. Neave, London-wall.

ROBERTS, THOMAS WALTER, bricklayer, Worcester. Pet. March 20. March 31, at three, at office of Sol. Tree, Worcester.

RUSSELL, SIR WILLIAM, Bart, shipowner, Salter's Hall-ct (trading under the style of; Campbell and Co., Pet. March 19. April 8, at three, at office of Sol. Lewis, Munns, and Longden, Old Jewry.

SHAW, MATTHEW, grocer, Dalton-in-Furness. Pet. March 17. April 6, at eleven, at the Ship hotel, Barrow-in-Furness. Sol. Thompson.

SHEPHERD, GEORGE, painter, Sittingbourne. Pet. March 17. April 2, at twelve, at office of Sol. Gibson, Sittingbourne.

SMALLWOOD, JOHN, and SMALLWOOD, WALTER, fish hook manufacturers, Redditch. Pet. March 18. April 2, at three, at office of Sol. Ford, Birmingham.

SPIEL, MAX, paper merchant, Park-pl, Cowper-st, City-rd. Pet. March 22. April 7, at three, at office of Sol. Harcourt and Macarthur, Moorgate-st, E.C.

STEEPHENS, EDMUND THOMAS, chemist, Pontypool. Pet. March 16. April 5, at three, at office of Sol. Lloyd, Pontypool.

STEWART, JOHN, shipowner, Connah's Quay. Pet. March 16. March 31, at two, at office of Sol. Bridgman, Chester.

STRANGE, JOHN, general dealer, Groved-rd, Holloway, in par. of Sol. Henry, Islington. Pet. March 18. March 31, at three, at office of Sol. Parkes, Beaumont-bldgs, Strand.

STRYN, JAMES, shoe manufacturer, Armlay, near Leeds. Pet. March 20. April 5, at eleven, at office of Sol. Hardwick, Leeds.

TAYLOR, DAVID, chemist, Bradford. Pet. March 17. April 1, at ten, at office of Sol. Terry and Robinson, Bradford.

TAYLOR, GEORGE JOHNSON, grocer, East Markham. Pet. March 19. April 9, at twelve, at office of Sol. Messrs. Marshall and Mescoly, East Retford.

THOMAS, JOHN, shoe maker, Pembrey Old Village, par. Pembrey. Pet. March 17. April 3, at eleven, at office of Sol. Howell, Llanelly.

THOMAS, THOMAS LEWIS, draper, Swansea. Pet. March 22. April 7, at eleven, at office of Sol. Davies and Hartland, Swansea.

TURNER, NEHEMIAH, shoemaker, Gestrinethorpe. Pet. March 18. April 7, at twelve, at office of Sol. Cardinal, Halstead.

VASCONCELLOS, JOSE SMITH DE, and VASCONCELLOS, ALFREDO SMITH DE, London-st, London, Liverpool, and Ceara, in the Empire of Brazil, merchants. Pet. March 8. May 27, at two, at the Guildhall tavern, Gresham-st. Sol. Plunkett, Gutter-lane.

VON DER POPPENBURGH, JOHN, manufacturer's manager, Handsworth. Pet. March 20. April 9, at eleven, at office of Sol. Barmingham.

WARNE, JOHN MARTIN, chemist, Camborne. Pet. March 20. April 1, at twelve, at office of Sol. Trevena, Redruth.

WATERHOUSE, DANIEL HENRY DOHERTY, of no occupation, Hertford-st, Bristol. Pet. March 10. April 5, at half-past ten, at office of Sol. Roberts, Coleman-st, City.

WILLIE, JOHN JONES, glove manufacturer, Bristol. Pet. March 18. April 5, at two, at office of Sol. Miller, Bristol.

WITHERS, JAMES HARRISON, cotton broker, Liverpool. Pet. March 19. April 2, at two, at office of Sol. Reynolds, Lyon, and Reynolds, Liverpool.

WOODBIDGE, JOHN, chair manufacturer, Sunderland. Pet. March 17. March 31, at eleven, at office of Sol. Bell, Sunderland.

WORKMAN, MURRAY RICHARD, clerk in holy orders, Great Russell-st, Bloomsbury, and The Cedars, Putney. Pet. March 15. March 31, at three, at office of Sol. Lamb, Bedford-rd.

WOOSTER, WILLIAM, miller, Mabledun-hill. Pet. March 18. April 6, at two, at office of Sol. Tidy, Herbert, and Tidy, Reading.

WREN, CONSTANTINE THOMAS, grocer, Aldis-terrace, Merton-rd, Lower Tooting. Pet. March 20. April 14, at eleven, at office of Sol. Jones, Bank-bldg, Wandsworth.

WYLLIE, GEORGE, and his material dealer, Aldermanbury, and Abinger House, Putney-rd, Brixton. Pet. March 12. March 13, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Phelps and Sidgwick, Gresham-st.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GOODMAN.—On the 20th inst., at 5, Middleton-road, Camden-road, the wife of W. Meigh Goodman, minister-at-law, of a son.

DEATHS.

DAVIES.—On the 17th inst., at the residence of her brother, John Evan Davies, solicitor, 5, Leicester-villas, Clifton, Bristol, Jane, who was the only surviving daughter of the late John Davies, Comptroller of Customs, Cardiff, Glamorgan-shire.

SWONDER.—On the 20th inst., aged 65, Thomas Swonder, of Hertford, solicitor.

To Readers and Correspondents.

ADVOCATE.—Your best plan is not to read the periodical you refer to. We are not interested either in its law or its Latinity.
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The Law and the Lawyers.

It has been laid down in many cases, and notably in *Browne v. Hare* (29 L. J. 6, Ex.), and *Van Casteel v. Booker* (2 Ex. 691), that the question whether property in the subject matter of a contract of sale passes by the contract is for the jury. In the recent case of *Ogg v. Shuter* (L. Rep. 10 C. P. 159; 32 L. T. Rep. N. S. 114), the same principle has been once more applied, after an elaborate review of the numerous authorities. The leading facts were, that the goods (twenty tons of potatoes) were to be delivered to the purchasers, free on board, and to be paid for by cash "against

bill of lading signed by the captain;" that the vendors despatched the goods in sacks sent by the purchasers, who had paid a sum of money to bind the bargain; that the purchasers had refused to pay the balance from a mistaken but *bona fide* belief that the shipment was short, and that the vendors, upon and in consequence of such refusal, had directed a sale of the goods to a third party. The Court of Common Pleas was unanimous in holding that the property had passed to the purchasers, and that the purchasers might maintain trover for the goods. "Uniformly in the cases," said Lord Chief Justice COLERIDGE, "the question is treated as one of intention." "The only indisputable principle to be extracted from the cases," said Mr. Justice DENMAN, "is that it is a question of fact for the jury whether the property passed or not. . . . I am of opinion that the circumstances greatly preponderate in favour of the plaintiffs; and, therefore, as a jurymen rather than as a Judge, I say that I believe that the property passed."

THE law of waiver as between landlord and tenant is not always very clear, so that the decision upon a purely legal point, arising in the late case of *Waldron v. Hawkins* (32 L. T. Rep. N. S. 119), that "the acceptance of rent with knowledge of a written underletting for a time certain is a waiver *pro tanto* of the breach of a covenant not to underlet," is an authority which it will be useful to bear in mind. The plaintiff had let a farm to the defendant for twenty-one years by a lease containing a covenant not to underlet, in breach of which the defendant had let off part of the farm by agreement for one year. After this agreement, and with knowledge of it, the plaintiff accepted rent from the defendant, and the Court of Common Pleas unanimously held that the acceptance of rent amounted to a waiver of the breach of the covenant. It was strongly urged for the plaintiff that the breach was a continuing one, but the court very properly observed that there had been "a creation once for all of a state of things which must necessarily last for a year," and that the landlord knowing, "not only of the underletting, but of the period for which it was to continue," must be taken to have waived the breach of covenant for the whole of that period. It is important to observe the distinction between this case and *Doe d. Ambler v. Woodbridge* (8 B & C. 376), in which it was held that a tenant committed a new breach of covenant every day during which certain rooms were occupied by a lodger to whom he had underlet them; the distinction being that in that case the underletting was for no particular time, whereas in *Waldron v. Hawkins* it was for a time certain, of which the landlord was aware.

AN American court of law has recently delivered a judgment of more than ordinary interest upon a question of the law of agency. The question arose in the case of *Mullan v. The Philadelphia and Southern Mail Steamship Company*. Its nature will be apparent from a very brief summary of the facts. MULLAN, a stevedore in the employ of the above company, received an injury from the parting of a rope while he was engaged with others in unloading a steamship belonging to the defendants. It appeared from the evidence that the *employees* were under the charge of one CORCORAN. The question which arose, and to which we wish to call attention, is the following: If a master places a distinct branch of his business in the hands of an agent, exercising no discretion and no oversight of his own, does the negligence of such an agent whereby an injury is sustained by a servant or *employé*, become the negligence of the master, and is the master responsible? A variety of other points were discussed by the learned Judge before whom the case came on error, but with these we are not at present concerned, as we confine ourselves solely to that we have stated. In answer to this question the learned Judge says, "The principle that the master is exempt from responsibility to the servant for injuries received from the ordinary dangers of his employment, including the negligence of his fellow-servants, is too deeply imbedded in our law to be disturbed." Our law is at one with this principle, as well as with the further principle that the master is fully responsible for the consequences of his agent's negligence, although he has placed the entire charge of his business in the hands of the agent, and exercises no discretion and no oversight of his own. These principles are such as might be acted upon in English courts of law; and the same may be said of another principle quoted in the same judgment referred to with respect to the liability of principals for the acts of their agents:—"Where the employer leaves everything in the hands of a middleman, reserving to himself no discretion, then the middleman's negligence is the employer's negligence, for which the latter is liable." The maxim is so enunciated by WHARTON in his valuable work on the Law of Negligence. The plain rules of English law are well known.

A POINT of law of considerable interest to debtors was raised at the Westminster Police Court last Saturday. A certain Mr. WRIGHT, a journalist by profession, was charged on a warrant with obtaining goods under false pretences. It seems to have been

his practice to go to different tradesmen and to obtain goods from them on credit—not an uncommon practice; but he foolishly gave a colouring of fraud to the matter by evading apprehension. The magistrate—we think very properly—declared his inability to see what criminal offence had been committed. It was contended for the prosecution that the defendant was subject to the penalty provided by the 13th section of the Debtors' Act 1869 (32 & 33 Vict. c. 62), which enacts that "Any person shall in each of the cases following be deemed guilty of a misdemeanor, and on conviction thereof, shall be liable to be imprisoned for any time not exceeding one year, with or without hard labour, that is to say, if in incurring any debt or liability he has obtained credit under false pretences, or by means of any other fraud. . . ." But the question is obvious, where was the false pretence? Where was the fraud? Again, taking the entire context of the Act into consideration it may fairly be asked, is not the section in question limited alone to bankruptcy and to debtors making arrangement or composition with creditors? We are not aware of any judicial decision on this point which is one of very great importance to both creditors and debtors. On the refusal of the magistrate to entertain the charge of false pretences or fraud, he was requested by the prosecution to bind over the prosecutor to prefer an indictment under the Vexatious Indictments Act (22 & 23 Vict. c. 17). In the case of offences mentioned in that Act, and the magistrate refusing to commit a defendant for trial, the prosecutor may absolutely compel the magistrate to take his recognisance to prosecute the charge and to transmit the same in the usual manner to the proper court, as if the person charged had been committed to be tried for the alleged offence. In such event the bill may be presented to the grand jury in the usual manner. In the case before us the magistrate refused to bind over the prosecutor on the ground that the alleged misdemeanor was not among the offences mentioned in the Vexatious Indictments Act. But in this he was mistaken. The 18th section of the Debtors' Act 1869, provides that the misdemeanor in question is to be deemed an offence within the Vexatious Indictments Act. Yet the same section directs that the justice or justices "shall take into consideration any evidence adduced before him or them tending to show that the act charged was not committed with a guilty intent." The purport of this paragraph is very obscure. It really seems to place a discretion in the power of the magistrate to refuse to bind over a prosecutor under the Vexatious Indictment Act, as far as regards misdemeanors created under the Debtors' Act 1869, in such cases as he may consider wanting in criminal intention—one of the very questions which the Vexatious Indictments Acts professes to submit to a jury!

To a conveyancer the most interesting part of the bankruptcy code is that which relates to the transfer of property. We do not propose to draw attention to the order of adjudication, or to discuss the several classes of property peculiarly affected by the said order. The exception to the rule that all the bankrupt's property passes is, as is frequently the case with exceptions, a more difficult matter in business transactions than the rule itself. *Ex parte Waring* (19 Ves. 344) has of late been frequently cited in the courts. Sometimes we are informed the decision is followed, sometimes that it is not. The decision in this leading exception is still good law, and when it is said that it is not followed, it would be more correct to say that it is not applicable. The facts concisely stated are, that bills were accepted after securities for property to meet them had been deposited by the drawer with the acceptor, and that both drawer and acceptor became bankrupt. Lord Chancellor ELDON held that the securities on being realised did not pass into the general assets of the drawer, but that the holders of the bills who were no parties to the deposit, and not privy thereto, were to be paid thereout. Lord ELDON said, "I see nothing in this transaction which, supposing a bankruptcy had not occurred, would entitle those who are creditors by the acceptances of the bankers having these deposits to maintain an equity upon them, the effect of which would be that from the moment of that deposit the trustees became trustees for those creditors." Lord ELDON then held that "on the bankruptcy of the acceptors, the drawers had no right to the securities without paying or undertaking to pay the bills, that the subsequent bankruptcy of the drawers did not alter the right, and that the assignees representing a solvent principal could not recover without paying or undertaking to pay the bills." In the result his Lordship held that the bill holders were to be paid out of the securities, not as having a right thereto, but in order to clear the insolvent estate of the acceptors of their acceptances. In *Powles v. Hargreaves* (3 De G. M. & G. 430), where there was only one bankruptcy—and that was superseded upon a composition deed—being executed, Lord Chancellor CRANWORTH took a general view that the doctrine has a wider application than bankruptcy, and applies to every case where all the parties to a bill are insolvent, and is in such a case an equity to be administered for the reason which Lord ELDON puts so forcibly. In *Coupland's claim* (L. Rep. 5 Ch. 157; 21 L. T. Rep. N. S. 807), it was decided that the real contract is to apply the moneys arising from the security in the first instance, and at a period at which they ought

to have been applied—that is, at the period when the bill becomes due—in payment of the bill *pro tanto*. Sir G. JESSEL, M.R., in applying these principles in *Re Barned's Banking Co.; ex parte Joint Stock Discount Co.* (32 L. T. Rep. N. S. at p. 863), held that the bill holder ought not to prove for more than the difference between the sum due on the bill, and that realised from the securities; and that if he does so, because at the time of proof the securities have not been realised, then when the amount on realisation is actually ascertained and paid to him, the proof ought to be reduced, and any dividends received in excess paid back. Very recently the applicability of *Ex parte Waring* was again raised before the Chief Judge in Bankruptcy. In *Re Lindsay, ex parte Greener*, a contract had been entered into for building a ship, payment to be made by bills drawn as and when the ship reached certain stages of completion. The usual vendor's lien was retained. It was held, and properly held, that the bankers could not increase their rights under the bills by appealing to Lord ELDON's doctrine, and that they could have no effectual lien without paying all the purchase money that was due.

INTERESTED JUSTICES—WAIVER OF OBJECTION

ELSEWHERE we publish a report of an appeal by the churchwardens and overseers of the parish of Barnstaple against an order signed by two justices of that borough at a special sessions held for the purpose of hearing appeals against poor rates. It appears that the justices ordered the rateable value of the premises of the Barnstaple Gas Company to be reduced from £356 to £17 18s. 1d., and the amount of the rate in proportion. The grounds of appeal were as follows: First, that the justices had no jurisdiction, because they, or one of them, were interested as shareholders in the Barnstaple Gas Company. Secondly, that the appeal should have been heard at the last general Quarter Sessions, holden in Barnstaple. Thirdly, that the justices were disqualified from acting, because they, or one of them, were ratepayers of the same parish as that for which the rate appealed against was made. Fourthly, that the order was bad, because it did not purport to be made by all the justices present. The Recorder dealt first with the fourth ground of appeal, and—quoting the maxim, *Omnia præsumuntur solenniter esse acta*—held that the order was good. With regard to the second ground of appeal, he quoted the Parochial Assessment Act, sects. 6, 7, and 17 Geo. 2, c. 38, the effect of which is that anyone aggrieved by a rate may appeal to special sessions, and thence to quarter sessions, or he may, if he pleases, appeal in the first instance to quarter sessions. With regard to the first ground of appeal, the Recorder said that the only question for him to decide was whether or not it had been waived; but as the same point arose on the third ground he would consider them together. On the third ground of appeal there was also the question whether the ratepaying disqualification was valid. This question he answered in the affirmative, quoting from Lord Campbell's judgment in *Reg. v. The Recorder of Cambridge* (27 L. J., N.S., 160, M. C.), and from the Union Assessment Committee Amendment Act 1864, sect. 6. But he went on to say that both this objection and the one raised on the first ground had been waived, quoting *Reg. v. The Justices of Richmond* (2 L. T., N.S., 373), *Reg. v. The Justices of Salop* (2 E. & E. 386), *Reg. v. The Cheltenham Commissioners* (1 Ad. & E., N. S., 467), and *Dimes v. Grand Junction Canal Company* (3 H. of L. Cas. 759); and therefore that the order of justices must be affirmed.

There have been many decisions on the above questions, and there is a little difficulty in reconciling some of them. The first question, indeed, as to the justices being ratepayers, is beyond argument. It is a very ancient and well-known maxim of our law that no one can be a judge in his own cause; and the plain rule of the common law on this subject is indirectly confirmed by 27 & 28 Vict. c. 39, sect. 6, (which applies both to boroughs and counties), "No justice of the peace shall be disqualified for acting in the determination of any appeal against a poor rate at any quarter or special sessions by reason of such justice being rated, or being liable to be rated, in some other parish in the union than that for which the rate appealed against is made." But with regard to the second question—viz., What amounts to a waiver of objection to the jurisdiction? and the further one involved in it? Are not proceedings, tainted by the interest of the justices, absolutely void?—there seems to exist a certain amount of doubt. We think, however, that the *Reg. v. The Justices of Richmond* (*ubi sup.*) is a very strong authority for the learned Recorder's decision, though the remarks of Chief Justice Cockburn in that case, "The objection taken is of a very technical nature, as it cannot be supposed that the justices could have been influenced by their infinitesimal interest in this one shilling fine. . . . The objection is *strictissimi juris*, and there is no objection to the conviction on the merits," would scarcely be applicable here. However, the rule laid down there is probably one that will be followed apart from the merits of any individual case, viz., that to disprove waiver the party must show on the face of his affidavits that neither he, nor his advocate before the justices, knew of the justices being interested at the time of the hearing; otherwise, acquiescence will be taken as a waiver. But there cannot be two opinions as to the extreme indiscretion of

which the justices of Barnstaple were guilty. In *Reg. v. Cheltenham Commissioners* (*ubi sup.*), it was said that the magistrate should state the fact of his being interested, and inquire whether any objection be made by any party to his taking part in the decision. Lord Campbell in *Reg. v. Justices of Suffolk* (21 L.J. N.S., 169, M. C.), goes farther than this, and says: "I am glad for the sake of the due administration of justice in courts of quarter sessions that this application has been made. The proceeding which here took place is much to be censured. Mr. Steward was interested as being a ratepayer of the appellant parish, and if he had done his duty he would have at once voluntarily withdrawn from the court;" and in the same case Mr. Justice Wightman said: "It is most essential for the satisfactory administration of justice that parties who are interested in a decision should not only take no part in it, but also should give no ground for believing that they influence others in deciding." In that case, which was an appeal against an order of removal, wherein the justice was rated in the appellant parish, it was held that the order of sessions was invalid by reason of his being present on the bench during the hearing of the appeal. We should have thought that the mere fact that, however fairly they might in reality act, their conduct was so particularly liable to be misjudged, would of itself have led justices of the peace to refrain from taking part in any matter in which they have any personal interest.

BANKRUPTCY JURISDICTION.

White v. Hunt (23 L. T. Rep. N. S. 559), decided that the Bankruptcy Act, 1869, does not forbid composition deeds at common law. *Ex parte The Birmingham Gas Light and Coke Company, Re Adams* (24 L. T. Rep. N. S. 42), decided that composition deeds under this Act are subject to the same rules as liquidations. *Ex parte Carew, Re Carew*, which was recently fully argued before the Lords Justices at their sitting in Bankruptcy, was the occasion of settling several points of administration under such statutory deeds.

A debtor wishing to wind-up numerous liabilities, borrowed a large sum from an insurance company, and offered a composition of 19s. 11d. in the pound, which of course was promptly accepted. Infant children by their next friends had filed a bill in Chancery which at the time of the bankruptcy appeal to the Lords Justices was still depending, and made certain trustees, including the debtor, jointly and severally liable. In the statement of creditors the corresponding claim was entered at an estimated amount, but the names and addresses of the claimants were not precisely given. Three questions arose. 1. Does the Bankruptcy Act 1869, s. 126, preclude all claimants whose addresses, and names, and amount of debt are not correctly given? 2. May a *cestui que trust* prove under a composition deed, and then take further proceedings for the surplus? 3. Could the general jurisdiction in bankruptcy given by sect. 72 be exercised under the circumstances? 1. One of the clauses of sect. 126 is thus worded, "The provisions of a composition accepted by an extraordinary resolution in pursuance of this section shall be binding on all the creditors whose names and addresses and the amount of the debts due to whom are shown in the statement of the debtor produced to the meetings at which the resolution has been passed, but shall not affect or prejudice the rights of any other creditors." Lord Justice Mellish, held that the intention of the clause was to benefit the creditor by compelling the debtor to make a correct and complete list, and by no means to give the debtor power to prejudice, much less exclude, a debtor. And that though the description of the claimants was not sufficient to bind the children, yet they were not precluded from the composition by such insufficient description. And apart from the statutes, in all cases where property is conveyed to a trustee to realise or to pay a composition, each *cestui que trust* has a right to share unless special exception can be taken to him or her. 2. The right of a *cestui que trust* to receive a composition and then take proceedings for the surplus depends upon section 49—"An order of discharge shall not release the bankrupt from any debts or liability incurred by means of any fraud or breach of trust, nor from any debt or liability whereof he has obtained forbearance by any fraud, but it shall release the bankrupt from all other debts provable under the bankruptcy, with" certain defined exceptions. The question was raised whether this section is not confined to bankruptcy proceedings ordinarily so-called, and whether it extended to composition deeds. If it is so confined, it was argued, the claimants were well advised to take proceedings by bill in equity; but having done so, having made their election, they precluded themselves from further proceeding in bankruptcy. The leading cases are *Megrath v. Gray* and *Gray v. Megrath* (L. Rep. 9 C. P. 227.) Lord Chief Justice Lord Coleridge, in delivering the judgment of the full court, said: "The Bankruptcy Act 1869, is an Act to consolidate and amend the law relating to bankruptcy, that is to say, where it does not amend it assumes only to consolidate the existing law. It, by new enactment or repetition, gives power and sanction to three kinds of settlement between a debtor unable to pay his debts in full and his creditors, first by

an adjudication in bankruptcy, ending in a division of assets; secondly, by a liquidation by arrangement, ending also in a division of assets, but without the form of an adjudication in bankruptcy; and thirdly, by a liquidation by arrangement, ending in an acceptance by the creditors of a composition in lieu of a division of assets." And "we hold that all the three forms of proceeding in the case of an insolvent debtor contained in the Bankruptcy Act 1869, are proceedings in bankruptcy, though different in form, that the general enactments in sects. 49 and 50 apply to the discharges under sects. 125 and 126, and the rules and forms relative to them. This judgment was approved by the Lords Justices in the recent case, *Ex parte Jacobs*. In *Carew's* case the Lords Justices held that the doctrine of election did not apply, and that composition deeds are within sect. 49, and consequently that the fact of seeking to obtain one penny in the pound, at least, in the equity proceedings, did not make the claim for nineteen shillings and elevenpence in the pound in bankruptcy invalid. 3. The question of jurisdiction turned upon the construction, or rather upon the interpretation, of sect. 72 with the aid of reported cases and general principle. The words are: "Subject to the provisions of this Act, every court having jurisdiction in bankruptcy under this Act shall have full power to decide all question of priorities and all other questions whatsoever, whether of law or fact, arising in any case of bankruptcy coming within the cognizance of such court, or which the court may deem it expedient or necessary to decide for the purpose of doing complete justice, in making a complete distribution of property in any such case." During the present appeal, though the trustees of the deed were willing to account, yet, on behalf of the debtor who sought for an order that the surplus should be repaid to him under sect. 45, the question of jurisdiction was strongly contested. The authorities on this point are *Re Taylor and Rumbold, Re Lyons, Re Littler, Re Taylor and Rumbold* (24 L. T. Rep. N. S. 400, and on appeal 6 Ch. App. 842). The Lords Justices held that under sect. 72 the Court of Bankruptcy has jurisdiction to decide all questions necessary to make a complete distribution under a registered deed of composition. But they refused to stay a suit in Chancery which prayed relief that could not be obtained under the deed. In *Re Lyons, ex parte Lyons* (26 L. T. Rep. N. S. 490). Lord Justice James said—"I believe the world has already been much startled at the extent of jurisdiction which has been assumed by the Court of Bankruptcy in all its branches throughout the country under sect. 72; and it behoves us to be careful how we enlarge that jurisdiction so far as to assume to set aside solemn deeds made between two individuals perfectly competent to contract. It is not because there has once been a relation between parties with respect to a bankruptcy, or to something that may be called a bankruptcy, that everything occurring between the parties is drawn into the jurisdiction: (See also *Ex parte The Manchester and Liverpool District Banking Company, re Littler*, 30 L. T. Rep. N. S. 339.) Acting on the principles in these cases, the Lords Justices held that the bankruptcy was not mere matter of history previous to the Chancery suit; that the Chancery suit sought relief against trustees jointly and severally, while in bankruptcy payment from one only was sought; and therefore that the Chancery suit ought not to be stayed. They also held that the right of the children to claim under the deed was good, that to order the surplus to be repaid to the debtor, while a valid claim existed, would be wrong, and that the most convenient order would be to allow the suit in Chancery to proceed, to take an account in bankruptcy, and that the debtor should have liberty to make further application to the court. The order of the Registrar was therefore affirmed, and the appeal dismissed.

LIABILITY OF SOLICITORS FOR BAD INVESTMENTS.

A CHANGE in the habits of the business classes has introduced to the offices of solicitors much business which formerly was transacted by special agents. The guild of scriveners is still, we believe, one of the companies of the City of London; yet who would think it necessary to select one of its members in order to effect a sale of land, or a lucrative investment of money? As advisers on matters of family law solicitors as well as other conveyancers are now frequently or rather constantly looking out for eligible mortgages, and considering the importance of the agency or trust committed to them their remuneration ought to be liberal. But the question of remuneration is not the only question involved, that of liability for misconduct or neglect is, perhaps, of equal, if not more, importance to the profession and to the public at large.

The case of *Nuttall v. Cross*, decided by Vice-Chancellor Hall on March 23, brought into review the authorities bearing on this question. We do not purpose to criticise the correctness of his decision on the merits of the case, the more especially as the bankruptcy proceedings are pending in which the merits are likely to be canvassed again. Neither do we purpose to state as an abstract proposition when, and how far, a court of equity should interfere; and when it should leave the client to his remedy by action for negligence. On the present case we merely intend to cite the leading authorities, and to show that the learned Vice-Chancellor has in some cases slightly misrepresented their effect.

The substantial object of the bill in *Nuttall v. Cross* was, the obtaining an order that a solicitor should take certain securities off his clients' hands. The Vice-Chancellor allowed a demurrer, and stated that negligence was a ground for action, but for no such remedy in equity as that prayed for. The cases reviewed were *Smith v. Pocock* (23 L. J. 545, Ch.), *Re Lawrence, ex parte Burden* (2 Sm. & Gif. 372), *Crane v. Watson* (8 Beav. 427), *Dixon v. Wilkinson* (33 L. T. Rep. 39, on app. 33 L. T. Rep. 322, a dictum of Lord Eldon's), an unreported decision of Sir George Jessel, M.R., and some cases in Ireland. *Smith v. Pocock* was a creditors' suit arising out of the claims upon the estate of J. B. Dixon, a solicitor. Vice-Chancellor Kindersley said: "Setting aside the fact that Dixon's estate is now being administered, Miss Morris must be taken to be in the same position as if she were suing Dixon himself. It is evident that Dixon acted for Miss Morris, not only as her banker, but also as her money scrivener; in fact he acted as her general agent for the purpose of investing money for her; and she might have filed a bill for an account against him; and if Dixon had sought to charge her improperly she could have resisted it on the ground that he had not acted in the way authorised by her. Dixon would have had a right to say that he had rendered accounts, and that they had from time to time been acquiesced in, but on the other hand Miss Morris would have had the right to surcharge and falsify those accounts, and to show that certain investments were not within his authority. This amounts, therefore, to a question of items in the account between them, and it would have been for Dixon during his life, and it devolves upon his creditors now, to prove how far Mr. Dixon could have discharged himself under the circumstances, and it is not a mere question of damages in an action... I think, therefore, that Miss Morris has a right to have so much of the money as was lost on certain securities struck off from the account (23 L. J. 545, Ch.). It is true that Vice-Chancellor Hall, when counsel in the case, argued that it was nothing more than one of negligence; sitting, however, on the judgment seat, he distinguished it from the other authorities by characterising the conduct of the solicitor as "a fraudulent attempt to foist entirely worthless securities on his client." In *Re Lawrence, ex parte Burden* (2 Sm. & Gif. 372) Vice-Chancellor Stuart said, "There is no doubt that a solicitor, who is an officer of the court, receiving money to be paid into court, and not paying it, is guilty of misconduct and neglect of duty, and that under the summary jurisdiction over him as its own officer this court can compel him to repay the money." This, Vice-Chancellor Hall said, was no precedent of an indemnity for a loss which may never occur. This was no authority to support a jurisdiction in this court over a solicitor who had shown gross negligence as to title. The principles enunciated by Vice-Chancellor Stuart, ought, we think, to have been placed by Vice-Chancellor Hall on the other scale of the balance. "Neither," he continued, "does *Craig and Watson* show a precedent. In *Craig v. Watson* (8 Beav. 427) a solicitor represented that lands had been recently valued at £3942 10s., and induced a client to lend £3000 on the security. The rents not paying the interest, the solicitor for some years paid it out of his own pocket. Lord Langdale held that it was his plain duty in his character of solicitor and agent only to invest the money on proper security, and to use no fraud, misrepresentation, or deceit; but having obtained the money he constituted himself trustee of it, and must be treated as a trustee from the time when he obtained possession of it, or power over it. It was wholly inconsistent with his duty either as agent or a trustee, to take any security less than that on which he prevailed on Mr. Craig to advance his money." The last sentence cited from Lord Langdale's judgment, is, we think, an authority for a court of equity exercising jurisdiction where there is gross negligence.

In *Dixon v. Wilkinson* (33 L. T. Rep. 39; 4 Drew., 622) Vice-Chancellor Kindersley said: "Then comes the question whether the court will exercise its jurisdiction in a summary manner to compel a solicitor to make good the loss arising from his negligence in the conduct of a cause? I confess that it appears to me that if there were no authority on the subject, and I had only to reason from general principles, having regard to the fact that a judge of this court must be better competent to judge of what amounts to negligence in a Chancery suit than a jury or a court of law. I should think it reasonable that the court should exercise its summary jurisdiction, and not leave the client to enforce his right by action at law. But it is my duty to administer the law as I find it laid down; and when I find a course of decisions one way and none the other I do not think it competent for me to overrule the authority of those decided cases." On appeal (33 L. T. Rep. 322) agreeing with Vice-Chancellor Kindersley as to his views of the facts, and as to the general principles, Lord Justice Knight Bruce and Lord Justice Turner did not hold the authorities were to the effect indicated by the Vice-Chancellor. One of them held that they were to a contrary effect. Lord Justice Bruce said: "To deal first with the relief asked on the ground of negligence and mismanagement—the court is not, I apprehend, bound to act on it *ex debito justitiæ* wherever a solicitor has, in the conduct of a suit here, damaged his client by ignorance, mistake, neglect, or mismanagement. There must, I conceive, be a discretion in the court as to exercising or declining to exercise the jurisdiction

according to the circumstances of each particular instance where there is no fraud, if in the absence of fraud there is such jurisdiction." Lord Justice Turner said "I am of opinion that the court has jurisdiction to charge solicitors with losses sustained by their clients from their misconduct in the prosecution of suits. Solicitors are officers of the court, and must be responsible to it for the due discharge of the duties which they undertake. The court has constantly exercised this jurisdiction in cases of misfeasance. Where, for instance, a solicitor has used the name of a party without authority, it is almost a matter of course to order the solicitor to pay the costs incurred by the party in consequence of his name having been so used. Whether this jurisdiction, which undoubtedly exists in cases of malfeasance, extends to cases of mere neglect, I think it is unnecessary for us in this case to decide, but I am not satisfied that in principle any sound distinction can be made between cases of malfeasance and cases of misfeasance; and, looking to what was said by Lord Eldon in *Jolland's case* (8 Ves. 72), and to what I recollect to have heard from him on some other occasion, though I cannot recollect or find the case, I strongly incline to the opinion that the jurisdiction is not limited to cases of malfeasance, but extends also to cases of mere neglect."

These important judgments were dismissed by Vice-Chancellor Hall with the remark that Sir G. Turner's observations applied to actual loss. This observation may have been appropriate as to the demurrer, but it certainly does not clearly represent the views of the Lords Justices as to the remedy in equity for misfeasance as well as malfeasance. Lord Eldon's grave doubt whether a receiver might not have to make good an actual loss was mentioned and dismissed. In Ireland the cases where courts of equity have exercised the jurisdiction are not few. These were thrown into the balance, and declared by the English judge to be against the weight of authority. The plaintiff was then consoled by the remark that he could raise the question again in bankruptcy, but that *ex debito justitiæ* in the absence of fraud he could not obtain a decree in equity.

LAW LIBRARY.

Addison on the Law of Contracts. Seventh edition. By L. W. CAVE, Esq., Barrister-at-Law. London: Stevens and Sons.

THIS important work continues to grow in successive editions. As to the cases, the cry is still, and must ever be, "They come! they come!" and so long as successive editors go on noting up the cases, the ponderous mass of case law must go on accumulating until text books shall be no more, and codes shall illuminate the legal firmament. Mr. Cave, however, has not confined himself to simply noting up the cases. He has, he tells us, in a somewhat lengthy preface, "ventured to make very considerable alterations in the arrangement of the work." He has divided it into three books. The first treats of the law of contracts generally; the second deals with particular contracts, and points out how in these the general law is developed or modified; whilst the third treats of stamps. The first book is divided into six chapters, the first dealing with the principles governing the formation of contracts and the mode of authenticating them; the second chapter is devoted to the interpretation of contracts and the admissibility of oral evidence for the purpose of adding to or explaining contracts in writing. The third chapter deals with contracts which the law will not enforce, and the fourth chapter with the performance of contracts, their discharge by consent (and by operation of law). The fifth discusses the complications arising from the death, marriage, or bankruptcy of parties to contracts; and the sixth deals with the remedies for actual or contemplated breaches of contract by an action for damages or by specific performance.

The second book, divided into eight chapters, devotes the first to the contract of sale, or complete alienation of property; the second to the contract of letting, or partial alienation; the third treats of contracts for services; the fourth contains a summary of the law relating to the different modes by which property may be charged with and made a security for the payment of money, such as mortgage, pledge, or lien. "In the fifth chapter," our editor says, "I have included the contracts of suretyship, and of marine, fire, and life insurance, which I have termed contracts of indemnity." We quite agree that this term is sufficiently wide to include contracts of fire insurance, which are treated by American authors in the same treatises with marine insurance, and to all intents and purposes stand upon the same footing. In the sixth chapter mercantile instruments are dealt with, such as bills, notes and cheques, and, in a separate section, bills of lading. The seventh chapter, to use Mr. Cave's own words, "groups together as contracts of association, the law regulating the relations *inter se* of partners, members of joint stock companies, and husband and wife." The eighth chapter treats of implied contracts.

To give a notion of the bulk of the work, the labour entailed in its compilation, and the prospect which lies before the codifier, we may mention that the table of contents occupies 36 royal octavo pages; the table of cases 62; and the index of statutes 4. We have only to state further with refer-

ence to this seventh edition that the work of annotation has been done thoroughly: and although Mr. Cave says that he is painfully conscious of defects, we believe the work has been done with as much accuracy and skill as the state of the law will allow to be exercised in writing or revising standard text books. The Judicature Act has been kept in view, and Mr. Cave testifies that "although it deals with the law of procedure rather than with the substantive law of contracts, it has yet enabled the latter to be stated in a clearer and more concise manner."

It would be idle to pretend that we have in more than a few instances tested the work before us, but when we have done so we have been exceptionally well satisfied, and, as law books go, Mr. Cave's edition of Addison must prove a great acquisition to every lawyer's library. To the practitioner the last book on the stamp laws will prove of great service.

The Bankruptcy Act and the Debtor's Act 1869, and the Decisions thereon. By F. PITT-TAYLOR, Esq., of Lincoln's-inn, Barrister-at-Law. London: Maxwell and Son.

A WORK limited to a portion of a particular branch of law must necessarily be of limited value, and the Bankruptcy Act of 1869 illustrated and explained only by cases which have been decided since 1869 does not give us the whole law of bankruptcy. This is the result of the peculiar construction of our jurisprudence—it is almost impossible to take even a consolidation statute and treat that as giving the law without reference to decisions upon prior enactments. We admit that this is very unfortunate for the law and makes the prospect of successful codification remote and uncertain, and leads to the belief that when effected it will be only a kind of temporary dam in the tide of cases soon to be either overflowed or swept away.

Mr. Taylor, however, does not sail under false colours, and those who buy his book know beforehand what to expect. We have used it in practice and found it extremely handy. The cases

decided upon the legislation of 1869 are numerous and important, and it is very convenient to find them arranged carefully and with sufficient fulness under the sections of the Act. As far as we have tested the result of Mr. Taylor's labours we have found him reliable, and we can confidently recommend his work as a supplement to those of a standard character already existing. The author furnishes a very good index and cross-references throughout.

Lectures on Jurisprudence. By JOHN AUSTIN. Abridged by R. CAMPBELL, of Lincoln's-inn, Barrister-at-law. London: John Murray.

WE notice the appearance of this book with mixed feelings. On the one hand, we are glad to see any attempt made to popularise the scientific study of the law, and the fact of the publication of an abridgement of Austin's valuable lectures may be looked upon as a proof that the demand for the works of the best writers on jurisprudence is on the increase. On the other hand, we deplore the fact that in order to popularise it it should have been deemed necessary to abridge. We begin to fear that the *elegantia juris* which Mr. Campbell speaks of will be abridged out of existence, and that cramming machines "for the use of students" will crowd out of our shelves books worthy of the name. We make these remarks more in sorrow for the mutilation of the writings of a great jurist, than in anger against Mr. Campbell, who has done his work, so far as such work could so be done, well. He has parenthetically embodied in his text criticisms on some of Austin's theories, chiefly drawn from the works of Sir H. Maine; and these are always worthy of consideration, if not of acceptance. We must, however, question Mr. Campbell's right to jump to such a conclusion as the following: "Evidently the author was not acquainted with the works of the Scotch institutional writers," because Mr. Austin, in mentioning the two or three systems of law that he considers alone worthy of study in regard to general jurisprudence, does not mention the Scotch law.

SOLICITORS' JOURNAL.

THE late Lord St. Leonards, in his Handy Book on Property Law, in treating of the distinctions between law and equity, remarks that it must sound oddly to a foreigner, that on one side of Westminster Hall a man shall recover an estate without argument, on account of the clearness of his title, and that on the other side of the hall his adversary shall with equal facility recover back the estate. The administration of equity apart from law may be traced back to our Saxon ancestors; even before the institution of the Aula Regia. But neither in Bracton nor in Glauville or Fleta, nor yet in Britton (who wrote in the time of Edward the First), do we find any mention of the equitable jurisdiction in the Court of Chancery. Among the Romans the administration of law and equity centred in one and the same magistrate, and it is singular that in this country alone (with the exception of America) law and equity are administered by different judges, and in different courts. This may be traced to the mode in which equitable relief was formerly sought for and obtained. The peculiar office of equity was to temper the rigour of the law. The application for redress against the harsh and severe application of the law was made in the first instance to the king in person and by him transmitted to his Chancellor, who was wont to weigh the circumstances of the case and relax the severity of the law or supply its defects as the circumstances of the case required. In the course of time the petition for redress was referred to the Chancellor alone, who exercised the prerogative as agent of the Sovereign, *justa aequum et justum*. Hence he is styled "keeper of the King's conscience." That the redress afforded by equity was first of all regarded as a royal prerogative may be learnt from the notable dispute which took place in the year 1616 between Lord Ellesmere (the then Chancellor) and Sir Edward Coke (Chief Justice of the Court of King's Bench) regarding the power of a court of equity to give relief against the judgment of a court of law. The matter in dispute was referred by the King to law officers, who reported in favour of the court of equity, and we learn from the writers of the period that the king not being content with the reasons assigned by them in support of their views, chose rather to decide the question in favour of the court of equity, in the exercise of his "royal prerogative." We are treating now of the original jurisdiction of equity apart from the exclusive jurisdiction which it exercises for the protection of particular persons, and in favour of particular classes of estates. It must not be supposed, on the one hand, that

equity in its fullest sense is administered solely in courts of equity, and, on the other hand, it is a fallacy to suppose that courts of equity exercise an universal and indiscriminate jurisdiction. The Court of Chancery is not, strictly speaking, a court of conscience in the sense that it leaves many matters of natural justice to be disposed of in *foro conscientio*. We are apt to form very erroneous ideas regarding equity as administered by the Court of Chancery. From observing the administration of equity, apart from law, we are led to suppose that equity is foreign to the common law, whereas equity in its proper and confined sense, as administered by the royal prerogative, may be regarded as an extension of the natural justice that already existed in the law, but which, from the inflexible rules of law, was incapable of adaptation to meet the circumstances of every case. That the Judicature Act of 1873, which has for its object a fusion in the administration of law and equity, should have excited a feeling of prejudice, may be attributed to our respect for old institutions. Whatever tends to disturb a state of things that has received the sanction of a series of generations is apt to create alarm, or is regarded as an innovation, and is met with a feeling of suspicion and distrust. Nor must it be imagined that this feeling is peculiar to the legal Profession, for all substantial reforms and novelties meet with considerable opposition unless designed to meet some admitted evil. The very origin and growth of power of the existing courts of law and equity, together with the prevailing tendency of modern legislation to unite together in one body the judicial administration of law and equity may well create surprise that the provisions of the Judicature Act of 1873 were not enacted long before, and the feeling is unanimous that the operation of this valuable measure must not be further postponed. It may in a measure operate injuriously to pleaders, to counsel, and to London solicitors who are agents of country solicitors, but it is absolutely necessary in the interests of the public. That it will prove of advantage to country solicitors cannot be doubted, but that is purely accidental. Much as we are opposed to the restoration of the appellate jurisdiction of the House of Lords, it should be accepted without a murmur, rather than that the constitution of a final court of appeal should be made an excuse for a further postponement of the Judicature Act.

COMPLAINTS still reach us in regard to the extraordinary delay in issuing commissions for oaths in the Court of Queen's Bench, and apart from the many letters which we have received upon the

subject, the Law List for the present year bears ample testimony, to what we cannot but regard as an unexplained irregularity. A large number of country solicitors appear in it as commissioners for oaths in the two other Superior Courts of Common Law. It is worthy of note that in some of the cases of complaint which have come under our notice, the necessary fees have been paid by the London agents as long since as 1872. The practice for years has been to issue these commissions to Country solicitors directly they are applied for after admission on the Rolls; and, moreover, the fees are not payable till the *fiat* of the judge is procured. In the case of London solicitors they are usually issued after five years' practice, and in such cases where the fees have been paid the delay in issuing the commissions has for years been out of all proportion to the time occupied in obtaining the same in the other two courts. We have reason for stating that in some parts of England and Wales much inconvenience is now felt in consequence of the scarcity of commissioners for administering oaths in the Court of Queen's Bench, especially in relation to bills of sale and affidavits required for use in actions pending in that court. We have no hesitation in saying that this inconvenience and the delay is such as to warrant a representation to the Lord Chief Justice by the Council of the Incorporated Law Society. No notice has even been given that the practice on the subject which has obtained for many years has been varied, and no kind of satisfactory explanation has been forthcoming as to the why and the wherefore of the delay.

WE little expected that our strictures upon the apathy of the members of the Profession practising in Portsmouth and the neighbourhood, evidenced by the collapse of its law society, which had only been in existence a few years, and that, too, at a time when the council of the Incorporated Law Society had shown a desire to allow the Profession in this southern seaport to be represented on the council, would so soon be followed by an attempt to revive the society, which promises to prove successful. As will be seen from a report in another column, a meeting of the solicitors of the borough was held at the County Court, Portsmouth, on Tuesday last; it was well attended, and the formation of a society, to be called the Portsmouth and Gosport Law Society, was unanimously agreed to. It is due to the Legal Practitioners' Society to say that the meeting was convened at its instance. The honorary secretary of the society (Mr. Charles Ford) was present at the meeting, and the chair was taken by Mr. Thomas Cousins (the clerk to the borough magistrates),

a vice-president of the society, the circular convening the meeting also having been signed by members of the Legal Practitioners' Society. We wish the new society at Portsmouth every success, and we can assure the Profession in the locality that they will find no lack of work to be undertaken. We hear, on good authority, that the auctioneers and general agents in this district have, in many cases, a mistaken notion of the rights and privileges of the Profession, and of the penalties attaching to infringements of the Stamp Act and other statutes, and, even supposing the poachers on the Profession do not abound in this district to the extent they do in certain other large towns, it should be remembered that prevention is better than cure, and that a thorough organising and good understanding among the solicitors in the district referred to, may nip the evil in the bud. Organisations, however, among solicitors are not only needed for this purpose, but to watch all proposed legislation affecting the interests of the public and the Profession, to uphold the legitimate rights of solicitors against the constantly increasing monopoly of the Bar, to agitate in favour of legislation when deemed expedient, and generally to foster a good understanding between members of both branches of the Profession in advancing and conserving the efficient, and at the same time economical, transaction of the legal business of the country. We believe that Portsmouth is one of those towns in which the operations of the proposed clause in the Land Titles and Transfer Bill, rendering registration compulsory, would have proved most objectionable to purchasers and mortgagees, the transactions being in the large majority of cases comparatively small, and the professional charges as low as is consistent with professional etiquette. One of the many advantages of a law society in a locality like Portsmouth, beyond those we have named, is the tendency such an association has to maintain professional charges at their proper figure, and to reduce the practice of undercutting to a minimum. This makes the thirty-ninth country law society now existing in England and Wales. If this system continues we shall, in the course of a few more years, have an organisation which will make its influence felt in a very unmistakable manner, and much to the advantage of the public. At present only ten of these societies can be represented on the council of the Incorporated Law Society in London: ere long it will become necessary to offer this advantage to every country law society.

We presume it is beyond dispute that the best method of remunerating magistrates' clerks is by salary, and it needs but little reflection to see that one especial benefit arising from this practice is that those professional men who are remunerated in this way must naturally betake themselves to discovering the manner in which crime and criminals can be reduced to a minimum. It is an ascertained fact that in many large boroughs, notwithstanding the increase of population, the number of habitual offenders against the criminal law is far less than formerly, and in these cases it is noticeable that a system of paying the clerk by fees has given place to payment by salary. Formerly, a person whose offence could be dealt with at quarter sessions was time after time convicted by the justices, and now for a second offence such persons are sent for trial to the sessions. This is well known by the criminal classes, many of whom not unfrequently entreat magistrates in petty sessions to deal summarily with them.

NOTES OF NEW DECISIONS.

PRACTICE—APPEAL FROM PART OF DECREE—RIGHT OF RESPONDENT TO OPEN WHOLE DECREE—AFFIDAVITS TAKEN OFF THE FILE.—Suit for a dissolution of partnership which had existed between plaintiff and defendant, on the ground of alleged misconduct on the defendant's part. Plaintiff's affidavits, purporting to be in reply to defendant's affidavits, contained charges of dishonesty against the defendant, resting solely on hearsay. Defendant moved to have this evidence taken off the file for scandal and impertinence. The motion was ordered to stand over until the hearing of the cause. At the hearing the motion was also heard, and a decree was made declaring the partnership dissolved from the date of the decree, and refusing the motion. The evidence complained of was entered in the decree as read. Plaintiff, whose contention was that the partnership had been dissolved by a notice given by him to the defendant in May 1873, appealed from the decree so far as it declared the dissolution to be as from the date of the decree; but there was no appeal from the decree as related to the motion for taking the evidence off the file. Held, that the decree of the Vice-Chancellor must be varied by making the dissolution date from the filing of the petition for liquidation by the defendant entered into subsequently to the filing of the bill. The whole decree was open to the respondent on the appeal, and the evidence com-

plained of, being irrelevant, must be expunged: (*Middlemas v. Wilson*, 32 L. T. Rep. N. S. 105. Chan.)

STATUTE OF FRAUDS (19 CAR. 2, c. 3), SECT. 17—VENDOR AND VENDEE—SALE OF GOODS—MEMORANDUM SIGNED BY VENDOR'S TRAVELLER—SIGNATURE OF VENDEE'S NAME BY—EVIDENCE OF AGENCY—AUTHORITY.—The plaintiff's traveller, on taking an order for goods from the defendant, wrote out, in the ordinary course of his business, in his own order book, and in the defendant's presence, a memorandum in duplicate of the order, writing therein the name of the defendant as purchaser, and handing one of such duplicate memoranda to the defendant, who kept it; and it was held by the Court of Exchequer (*Bramwell, Pigott, and Pollock, BB.*), distinguishing the case from *Darrell v. Evans* and others in the Exchequer Chamber (7 L. T. Rep. N. S. 97; 1 H. & C. 174; 31 L. J. 337, Ex.) that the traveller, in what he did, was acting in the ordinary course of his business on behalf of the plaintiff alone, and that there was no evidence that he signed, or had any authority to sign, the memorandum as the agent of the defendant within sect. 17 of the Statute of Frauds, and therefore the plaintiff's rule to set aside a nonsuit must be discharged: (*Murphy v. Boese*, 32 L. T. Rep. N. S. 122. Ex.)

DETINUE—STAY UNDER MASTER'S ORDER—FURTHER ORDER FOR ACTION TO PROCEED—PLEA THAT FURTHER ORDER OBTAINED BY FALSE AFFIDAVIT—WHETHER ISSUABLE PLEA.—To a declaration in detinue the defendant, being under the terms to plead issuably, pleaded that he had obtained and complied with a master's order to stay proceedings upon delivery of the goods, which order was still in force, but that the plaintiff had by means of a false affidavit that all the goods had not been delivered, obtained a further master's order that he should be at liberty to continue the action. Held, that the plea was not issuable, and a rule to rescind an order of *Pigott, B.*, that the plaintiff might sign judgment, discharged: (*Ellis v. Sazon*, 32 L. T. Rep. N. S. 119. C. P.)

PRACTICE—INSPECTION OF DOCUMENTS—14 & 15 VICT. c. 99, s. 6—17 & 18 VICT. c. 125 (C. L. P. ACT 1854), ss. 50 and 51—ACTION FOR LIBEL.—On an application for the inspection of documents under sect. 6 of 14 & 15 Vict. c. 99, the power of the courts of common law is limited by the practice of the courts of equity, and an order for inspection of a document cannot be made under that section where, if a bill had been filed for its discovery, the bill would have been demurrable. But where the order for inspection follows the affidavit of the party answering the order for discovery resulting from an application for discovery made in the manner pointed out by sect. 50 of the C. L. P. Act 1854, the power of the courts of common law is not so limited. Sect. 6 of 14 & 15 Vict. c. 99, is not altered or extended in its import by ss. 50 and 51 of C. L. P. Act 1854. Per Lord Coleridge, C. J., and Grove, J. (*dissentiente*, Brett, J.) Per Brett, J.—An application for inspection of documents at chambers may be taken to be made under any legal power which the judge has to grant the application; and reading together sect. 6 of 14 & 15 Vict. c. 99, and ss. 50 & 51 of the C. L. P. Act 1854, the court, or a judge has, upon an application for inspection, power to order the discovery by inspection of any documents which are *prima facie* shown to be material, and in support of the applicant's case, and as to which it is in the opinion of the court *prima facie* shown that it would be fair and just to order discovery and inspection. The mere fact that the production of the document of which inspection is sought would tend to lay the party producing it open to a criminal charge, does not make the order unfair or unjust; but the respondent, if he desires to raise this objection, must do so upon oath. In an action for libel the plaintiff sought inspection of the letter containing the alleged libel, which had been returned to the defendant at her request by the person to whom she had written it. Application was made to a judge at chambers under sect. 6 of 14 & 15 Vict. c. 99. The defendant there objected, but declined to make an affidavit of the objection that the inspection of the letter might lay her open to an indictment for libel; whereupon the learned judge made the order for inspection. Held, by the court, Lord Coleridge, C. J., and Grove, J. (*dissentiente* Brett, J.), that the application being under sect. 6 of 14 & 15 Vict. c. 99 the learned judge had no power to make the order, because a court of equity would not have granted discovery where the bill must show on the face of it that the discovery of the letter would subject the defendant to criminal proceedings, and that, therefore, it was not necessary for the defendant to raise this objection at chambers upon oath. Semble, that inspection of the letter might be obtained by proceeding under sect. 50 of the C. L. P. Act 1854, upon which the judge is entitled to make any order as shall be just: (*Hill v. Campbell and Wife*, 32 L. T. Rep. N. S. 59. C. P.)

HEIRS AT LAW AND NEXT OF KIN.

ALFORDS (Richard), Arlington-street, Sadler's Wells, Middlesex, lively stable keeper. Next of kin to come in by April 26, at the chambers of the M. R.; May 8, at the said chambers, at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

DICKS (Henry), late of 48, Charing Cross, Middlesex, formerly of Liverpool, and afterwards of King William-street. Next of kin to come in by April 26, at the chambers of V. C. B.; April 28, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

WILKINSON (Sarah), Stresholmes, Blackwell, Durham, spinster. Heir-at-law, to come in by May 27, at the chambers of the M. R.; June 17, at the said chambers at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

WOMERSLEY (Robert), Osborn-place, Whitechapel, Ead., one dividend on the sum of £204 3s. 3d. New Three per Cent. Annuities. Claimant, Albert Womersley, one of the executors of Robert Womersley, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CHEAP FUEL SUPPLY ASSOCIATION (LIMITED).—Creditors to send in by May 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Jas. Wadden, 12, Queen Victoria-street, London, the official liquidator of the said association. May 23, at the chambers of V. C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

COAL ECONOMISING GAS COMPANY (LIMITED).—Creditors to send in by May 6 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Chas. R. Tennant, 3, Walbrook, London, the liquidator of the said company. May 27, at the chambers of V. C. Hall, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CO-OPERATIVE SUPPLY ASSOCIATION (LIMITED). Creditors to send in by April 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to G. A. Cape, 8, Old Jewry, London, the official liquidator of the said association. May 10, at the chambers of V. C. M., at twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

HART'S PURE WHOLE MEAL BREAD AND BISCUIT COMPANY (LIMITED).—Creditors to send in, by April 23, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Francis W. Pixley, 15, Coleman-street, London, the official liquidator of the said company. May 8, at the chambers of the M. R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LION ASSURANCE COMPANY (LIMITED).—Creditors to send in, by May 8, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Geo. A. Cape, 8, Old Jewry, London, the official liquidator of the said company. May 24, at the chambers of V. C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LONDON COTTON MILLS (LIMITED).—Creditors to send in by April 24, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Chas. J. Schindler, 8, Old Jewry, London, the official liquidator of the said company. May 4 at the Chambers of V. C. H., at twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ABBOTT (Samuel), 3, Claremont-place, Stapleton-road, Bristol, gentleman. May 4; S. Roper, solicitor, 1, Bridge-street, Bristol. May 21; M. R., at eleven o'clock.

ARMITAGE (Wm. Geo.), 442, New Cross-road, Dept. ord, Kent, auctioneer. April 20; P. Parvis, solicitor, 8, George-yard, Lombard-street, London. April 28; V. C. M., at twelve o'clock.

BARROD (John), Duffield, Derby. April 19; Bass and Jennings, solicitors, Burton-upon-Trent. May 3; M. R., at eleven o'clock.

BREWICK (Wm.), Houghton-le-Skerne, near Darlington, Durham. April 10; Frederick Thomas Stevenson, solicitor, Darlington. April 29; V. C. M., at twelve o'clock.

BRADWELL (John), Southwell, Notts., bank manager. April 30; Samuel R. P. Shilton, solicitor, St. Peter's, Churchside, Nottingham. May 7; V. C. B., at twelve o'clock.

BUTLER (Wm.), Carlton Biggin, Skipton, York, farmer. May 1; Wm. Paget, solicitor, Skipton. May 7; V. C. M., at twelve o'clock.

COULTHARD (Geo.), Lanercost Abbey, Lanercost, Cumberland. April 29; Wm. Gerrick, solicitor Brampton. May 7; M. R., at eleven o'clock.

DE ALD (Ann D.), Surbiton, Surrey, widow, baker. April 8; J. H. Lloyd, solicitor, 4, Bloomsbury-square, Middlesex. April 15; V. C. M., at twelve o'clock.

DORE (Sybil), Lynton, Southampton, brickmaker. May 3; J. P. S. Roberts, solicitor, 7, Leadenhall-street, London. May 21; M. R., at eleven o'clock.

FENWICK (Henry), Southhill, Durham, E. q. May 1; B. Blythe, solicitor, 25, Craven-street, Charing-cross. May 25; V. C. H., at twelve o'clock.

GILBERT (Edward W.), Tonbridge Wells, Kent, land surveyor. May 15; Thos. F. Walker, solicitor, Tonbridge. May 24; V. C. M., at twelve o'clock.

HARRIS, otherwise Glossop (Augustus), 2, Bedford-place, Russell-square, and 27, Watlington-street, Strand, Middlesex, solicitor and theatre manager. April 20; J. R. H. Pierpont, solicitor, 50, Leicester-square, London. May 7; V. C. H., at twelve o'clock.

HOLDEN (Jas.), Coppys Farm, Lancaster, yeoman. April 22; at the chambers of the M. R., May 6, at the said chambers at twelve o'clock.

HUGHES (John), Llanrwst, Denbigh, farmer. April 29; John B. Griffiths, solicitor, Llanrwst. May 8; V. C. H., at twelve o'clock.

LATHAM (Jas.), Tunstall, Stafford, joiner and builder. April 22; Llewellyn and Ackrill, solicitors, Tunstall. May 3; M. R., at twelve o'clock.

NICOLS (Rev. Bartholomew), Mill Hill, Hendon, Middlesex, and 3, Marlborough-place, Brighton, Sussex, clerk in holy orders. April 10; Gerald E. Collette, solicitor, 24, Lincoln's-inn-fields, London. April 10; V. C. M., at twelve o'clock.

RANSOM (Robert B.), Pattison-street, Stepney, Middlesex, gentleman. April 27; Thomas N. Sheffield, solicitor, 32, Lime-street, London. May 10; M. R., at eleven o'clock.

ROSE (Geo. F.), formerly of Fickett-street, Strand, Middlesex, cheesemonger, late of 18, North Bank, St. John's Wood, Middlesex. April 15; Haven and Hare, solicitors, 2, Harcourt-buildings, Temple, London. April 22; V. C. M., at twelve o'clock.

SANDYS (Wm.), 10, Torrington-square, Middlesex, gentleman. April 23; Jas. P. Knott, solicitor, 9, Lincoln's-inn-fields, Middlesex. May 7; M. R., at eleven o'clock.
 SPURR (Geo.), formerly of Boston, late of Shirebrook, Lincoln, druggist and merchant. May 1; G. C. Sherrard, solicitor, 11, Lincoln's-inn-fields, London. May 8; V.O. H., at twelve o'clock.
 TANNER (Wm. B.), Rye, Sussex. April 22; George S. Butler, solicitor, Rye. May 7; M. R., at eleven o'clock.
 THOMAS (John), Beckenham Palace-yard, Middlesex, Esq. April 19; F. Robinson, solicitor, 24, Jermyn-street, St. James's, Middlesex. April 28; V.O. M., at twelve o'clock.
 WALKER (Wm. F.), 188, Camden-road, Camden Town, Middlesex, and 27, King-street, West Smithfield, London, wholesale cheesemonger. April 9; W. Evans, solicitor, 74, Coleman-street, London. April 23; M.R., at eleven o'clock.
 WALKER (Thos. B.), East Helmsley, York, farmer. April 20; Edward Peters, solicitor, York. May 7; V.O. M., at twelve o'clock.
 WILSON (Wm.), Neaseington, Northampton, farmer. April 24; Daniel J. Evans, solicitor, Stamford, Lincolnshire. May 3; V.O. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 25.

Last Day of Claim, and to whom Parties are to send.
 AILEY (Rev. Chas. J.), Stocklinch, Ottery, Somerset. May 1; Wm. C. Boyle, solicitor, Bridgwater, Somerset.
 AILEY (Jane), Newport, Isle of Wight, widow. May 1; Mark Westmore, Newport, Isle of Wight.
 ARTHUR (Wm.), Norwich, wine and spirit merchant. May 1; W. H. Killest and Co., solicitors, St. Andrew's-street, Norwich.
 ARTHUR (Francis B.), 2, Brunswick-place, Southampton, Esq. June 24; Coxwell, Bassett, and Stanton, solicitors, 7, Gloucester-square, Southampton.
 BATHMAN (Henry), The Elms, Acre-lane, Brixton, Surrey. May 8; Jacob and Co., solicitors, 20, Budge-row, Cannon-street, London.
 BENTLEY (Mary Ann), Helston, Cornwall, widow. April 24; Grylls, Hill, and Hill, solicitors, Helston.
 BENSON (Robert), 14, Craven Hill-gardens, Middlesex, and 10, King's Arms-yard, Moorgate-street, London, merchant. July 20; Hayes Twiden and Co., solicitors, 60, Russell-square, London.
 BENSON (Samuel), Twickenham, Middlesex, Esq. May 10; B. Piddock, solicitor, Church-hill, Woolwich, Kent.
 BUCKLEY (St. Hon. Lady Catherine), late of Chapelry of Nantun, Bodenhams, Wilts, and South Andover-street, Middlesex, widow. May 23; Walters and Co., solicitors, 9, New-square, Lincoln's inn, London.
 BURCH (Wm. P.), 32, University-street, Gower-street, Middlesex, commercial traveller. April 30; G. Crosswell, solicitor, 8, Old Jewry, London.
 BURNBY (Wm.), Dover, local merchant and shipowner. April 24; James Stilwell, solicitor, St. James's-street, Dover.
 CATHALL (Mary), 22, Mildmay-road, Stoke Newington, Middlesex, spinster. April 30; E. L. Bowcliffe, solicitor, 1, Bedford-row, London.
 CHAPLIN (Wm.), Southampton, provision merchant. May 20; Hickman and Son, solicitors, 7, Albion-place, Southampton.
 CRAMP (Robert P.), formerly of 114, High-street, White-chapel, and of Keldown House, Stoke Newington, Middlesex, rope and twine manufacturer. April 30; Henry Levy, solicitor, 18, Surrey-street, Strand, London.
 CRAMP (Thos.), Southampton, draper. May 20; Hickman and Son, solicitors, 7, Albion-place, Southampton.
 DEFT (Jos.), Ribston Hall, York, late of Winterton, Lincoln. Esq. May 31; Collyer, Bristol and Co., solicitors, 4, Bedford-row, London.
 DOWLING (Dr. Jas. H.), M.D., Cerne Abbas, Dorset. May 22; James Hellyar, Cerne Abbas, Dorset.
 ELWOOD (Edw.), Glenhurst, Dulwich Wood Park, Upper Norwood, Surrey, and 4, Great Charlotte-street, Blackfriars-road, Surrey, woolen hat manufacturer. April 30; W. B. Feenemeyer, solicitor, 42, Great James-street, Bedford-row, London.
 FISHER (Esther J.), 20, Buckingham-place, Brighton, widow. April 30; Paddon and Son, solicitors, 57, Lincoln's-inn-fields, London.
 GORDON (Wm. Ann), Fairholme, Eitham-road, Lee, Kent, widow. April 28; Sheppard and Elley, solicitors, 33, Moorgate-street, London.
 GRIFFIN (Frances B.), Genthorne, Torquay, Devon, widow. April 30; W. H. Bosanquet, solicitor, 24, Assinifriars, London.
 HARDMAN (John), Liverpool, commission merchant. April 30; Bateson and Co., solicitors, 23, Castle-street, Liverpool.
 HAY (Alexander J.), Steyning, Sussex, solicitor. June 1; J. G. Langham, jun., Uckfield, Sussex.
 HEWLETT (Jos.), 24, Nutford-place, Marylebone, Middlesex, gentleman. May 7; Bicknell and Hortic, solicitors, 161, Edgware-road, London.
 HAYES (Wm.), Southampton, gentleman. May 5; Thos. Fox & Co., Lower Chamberlayne-place, Newtown, Southampton.
 HOPKINS (Jos.), formerly of Rochester and of Chatham, naval outfitter, and late of Jasmine-grove, Penge, Surrey, gentleman. April 23; Etherington and Mann, solicitors, Chatham.
 HUNT (Geo. F.), formerly of Wickwood, late of Swains-Thorpe, Norfolk, gentleman. June 1; Blake and Co., solicitors, Norwich.
 HUSSEY (Abraham), Maidenhead, Berks, auctioneer and furniture broker. June 24; O. Brown, solicitor, 1, Park-street, Maidenhead.
 JEFFERSON (Samuel H.), 13, Cedar-road, Walham Green, Middlesex, gentleman. May 31; Wm. Foster, solicitor, 7, Queen's-breet-place, Cannon street, London.
 KIRBY (John), 2, Upper Marlborough, Dorset, licensed victualler. April 6; N. M. Logan, solicitor, Bridport.
 KNOTT (John), 9, Navarino-road, Dalston, Middlesex, Esq. May 1; Young, Jackson, and Co., solicitors, 12, Essex-street, London.
 LADLEY (John), Old Burlington-street, Middlesex, brush-maker. May 15; C. M. Elborough, solicitor, 17, King's Arms-yard, Blackfriars, London.
 LANGSHAW (Ellen), Painhill, Liverpool, widow. May 31; Wm. Cropper, solicitor, 21, Harrington-street, Liverpool.
 LEVYMAN (Abraham), 50, Gloucester-gardens, Paddington, Middlesex, and 9, Lion-lou-street, Fenchurch-street, London, merchant. April 30; Jackson and Co., solicitors, 55, Chancery-lane, Middlesex.
 LEVY (Morris), 62, Old Broad-street, Russell-square, and 62, Chancery-lane, Middlesex, officer of the Sheriff of Middlesex. May 1; Allen and Son, solicitors, 17, Carliale-street, Soho-square, London.
 LOVE (Samuel), Waterhouse, Shoreham, Kent, gentleman. May 17; Chas. G. Gibson, solicitor, Dartford, Kent.
 MACFARLANE (Rev. John), 14, Victoria-road, Clapham, Surrey. May 1; Underwood and Colman, solicitors, 12, Holles-street, Cavendish-square, London.
 MADLEY (Mary Ann), 6, Belgrave-terrace, Stockwell Park, Brixton, Surrey, spinster. May 11; Few and Co., solicitors, 2, Henrietta-street, Covent Garden, London.

MERRICK (Wm.), Harriet Cottage, Napier-place, South Norwood, Surrey, gentlemen. May 13; C. Melborough, solicitor, 17, King's Arms-yard, Moorgate-street, London.
 MINATT (Edwin), Alderley, Gloucester, farmer. April 23; Dauncey and Turner, solicitors, Wotton-under-edge, Gloucester-hire.
 NOLAN (Juliana), 37, North Bank, Regent's Park, Middlesex, widow. May 15; Ward and Co., solicitors, 1, Gray's-inn-square, London.
 PAGE (Matilda), 59, Wimpole-street, Cavendish-square, London, widow. April 29; W. A. Plunkett, solicitor, 37, Gutter-lane, Chapside, London.
 PENTON (Geo.), London and Burton Brewery, 13, Queen-street, Ratcliffe, Middlesex, brewer. April 30; Jas. Wm. Penton, Faversham, Kent.
 PICKERSHILL (Sophia), 31, Tavistock-square, Middlesex, widow. May 3; Kearsey and Co., solicitors, 33, Old Jewry, London.
 PUGH (Chas. B.), Plas Trehelly, Montgomery, Esq. May 15; G. D. Harrison, solicitor, Walspool.
 RUMBOLD (Chas.), Hilldrop, Ramsgate, Wiltshire, gentleman. May 12; A. M. White, solicitor, 4, North Hill, Colchester.
 SAY (Sarah), St. Giles', Norwich, widow. May 1; Blake and Co., solicitors, The Chowry, Norwich.
 SCOTT (Thos. W.), formerly of Forest Gate, West Ham, Essex, gentleman, late captain of the barque *Margaret Falconer*. June 23; Mackeson, Taylor, and Arnold, solicitors, 54, Lincoln's-inn-fields, London.
 STREET (H. P.), Victoria Music Hall, Newcastle-upon-Tyne, music hall proprietor. May 23; Hodge and Harle, solicitors, Wellington-place, Pilgrim-street, Newcastle-upon-Tyne.
 TAYLOR (Edley), Middlewood House, Ecclesfield, York, firebrick manufacturer. April 15; W. and B. Waka, solicitors, Castle Court, Sheffield.
 THURST (Edw.), 11, Halsey-croft, Chelsea, Middlesex, gentleman. April 30; Chantrell, Pollock, and Mason, solicitors, 63, Lincoln's-inn-fields, London.
 TOMBS (Sir Henry), K.C.B., V.O.C., Newport, Isle of Wight. May 1; Hicks and Son, solicitors, 5, Gray's-inn-square, London.
 VERNON (Ann), Litherland Park, near Liverpool, widow. May 1; Harmond and Co., solicitors, 24, North John-street, Liverpool.
 VERNON (John), Liverpool, and of Litherland-park, near Liverpool, shipbuilder. April 15; Harmond and Co., solicitors, 24, North John-street, Liverpool.
 WINSHIP (Samuel), formerly of Winterton, late of West-terrace, Bridge-street, Scawby, Lincoln, yeoman. June 30; Hett, Freer and Hett, solicitors, Brigg.

CHILIAN GOVERNMENT FIVE PER CENT. LOAN.—The Oriental Bank Corporation, as agents for the National Bank of Chili, invite subscriptions for £1,000,000, being part of a Chilean Government Loan of the nominal amount of £1,900,000, at the issue of 88½ per cent., redeemable by a cumulative 2 per cent. sinking fund. The loan will be represented by bonds to bearer for £1000, £500, and £100. Besides the general income and property of the State, the security consists of the Government railways from San Fernando to Palmilla and from San Felipe to Santa Rosa de los Andes, and of the Great Mole and Ronded Stores at Valparaiso.

MAGISTRATES' LAW.

BARNSTAPLE QUARTER SESSIONS.

(Before the RECORDER (C. J. Murch, Esq.)
 THE OVERSEERS OF BARNSTAPLE V. THE BARNSTAPLE GAS COMPANY.

Rating—Appeal—Jurisdiction—Interested Justices—What constitutes waiver of objection.
 THE RECORDER delivered judgment as follows:—This was an appeal by the churchwardens and overseers of the parish of Barnstaple against an order signed by two justices of this borough, acting at a special sessions, held on 2nd July 1874, for the purpose of hearing appeals against poor rates. The order states that the justices proceeded to hear and determine certain objections made by Richard Budd for himself and others, as occupiers of gas works, land, and buildings, in the parish of Barnstaple, against a rate made and allowed on the 6th June 1874, in which rate the gross estimated rental of the hereditaments in question was alleged to be £712, and the rateable value £235, and that the justices ordered the rate to be amended by reducing the rateable value to £17 18s. 1d., and the amount of the rate in proportion. The sixth section of the statute 6 & 7 Will. 4, c. 96 (commonly known as the Parochial Assessment Act), under the provisions of which the order was made, undoubtedly gives a power of appeal to quarter sessions, and it is in pursuance of this power that the present appeal comes before this court. At the hearing a question was raised as to who were the proper persons to be made respondents to the appeal, the notice of appeal having in the first instance been directed to the justices only. But the Barnstaple Gas Company having waived this irregularity by appearing to support the order of justices, it was agreed that it was to be taken for all purposes of this appeal that notice of appeal had been duly given to the company and to Richard Budd and others, and that the hearing of the appeal should proceed in all respects as if the company and Richard Budd and others had been made respondents in the first instance. The notices having been so amended, the argument of Mr. Thorne on behalf of the respondents had not proceeded far when Mr. Sparkes suggested, on behalf of the appellants, various amendments in the grounds of appeal, which grounds were directed to the alleged interest of the justices or some of them in the subject-matter of the appeal to special sessions, and to the validity of the order, and in no way raised the question as to what was the proper amount at which the hereditaments in question should be rated. And, an adjournment of some

days having become necessary for other reasons, I suggested to the parties that they should consider, before the hearing was resumed, whether they might not arrange to try the question to which I have last referred by consent, notwithstanding the absence of any ground raising that question. At the adjourned hearing, however, it appeared that the parties were unable to come to any such arrangement, and Mr. Sparkes thereupon formally applied to the court to amend the grounds of appeal in several particulars. As the suggested amendments were fully discussed by Mr. Sparkes and Mr. Thorne at the time, I was able then to consider fully all that was urged on either side, and it is unnecessary that I should now repeat in detail all the conclusions I came to, or my reasons for them. I decided, however, that I could not, except by consent, allow the grounds of appeal (which it is fair to state were admittedly the production of an unprofessional hand) to be so amended as to raise the question as to what was the proper quantum of the rate, and it is sufficient now to state that the grounds of appeal as finally allowed by me were as follows:—First, that the justices sitting and acting on the hearing of the said appeal (the appeal to special sessions) had no jurisdiction to hear and determine the same by reason of the said justices, or some or one of them, being then interested as shareholders in the Barnstaple Gas Company, who are the owners and occupiers of the said gas works, land and buildings; secondly, that the said appeal should have been heard and determined at the last General Quarter Sessions of the peace, holden in and for the said borough of Barnstaple; thirdly, that the justices sitting and acting on the hearing of said appeal, were disqualified from so doing by reason of their being ratepayers of the said parish, and duly rated and assessed, to and upon the said rate, and that one or more of the said justices was or were interested in the matter of the said appeal as such ratepayers, the same being contrary to the statute in such case made and provided; fourthly, and that the order so made by the said justices is bad, inasmuch as it does not purport to have been made by all the justices present, and acting in the matter of such appeal at the special sessions at which such appeal was heard. These, then, being the points for my decision, it will, I think, be convenient to deal in the first instance with the fourth ground. Now, as regards this ground, the material words of the sixth section of the Parochial Assessment Act are, "And at such special or adjourned sessions the justices there present shall hear and determine, &c." and it was contended by Mr. Sparkes, on behalf of the appellants, that to satisfy these words the order must show upon the face of it that it was occurred in, either by all the justices present at the special sessions, or at least by a majority of them. After very diligent search, I am, however, unable to find any authority for this proposition. The form used in the present case differs from that which has been commonly in use for years, and which is given in Burns' Justice, and other text books, in one respect only, viz., that instead of commencing with a coption thus: "At a special sessions holden, viz.," those words are inserted in the body of the order. But can this circumstance affect the question? I think not, and that it sufficiently appears on the face of the order that it was an order made at a special sessions. Then arises the question—is it necessary that it should show what proportion of the justices present concurred in it? Now, unless, in defiance of the well-known maxim, *Omnia præsuntur solemniter esse acta*, I make the gratuitous assumption that two justices would affix their names to an order which does not represent the opinion of the majority of justices present—it seems to me that an order made at a special sessions must be taken to mean an order of the special sessions, or, in other words, the order of the justices present at such sessions, or of a majority of them. So much with reference to the body of the order. As regards the signatures, it is every day practice that the only signatures necessary to an order of petty or special sessions are the signatures of two justices, even though a dozen other justices may also be present. Some evidence was given at the hearing of this appeal as to the actual facts attending the making of the order, but as the fourth ground of appeal deals solely with a supposed defect on the face of the order, such evidence was, I think, irrelevant to the question which I am now dealing with, and I do not now refer to it. It is sufficient to say that we have here an order purporting to be made at a special sessions by two justices present at such special sessions, and purporting also to be signed by them. I think that this state of things satisfies the words of the Act, and that the fourth ground of appeal therefore fails. Coming now to the second ground, which it is convenient next to deal with, I must refer again to the 6th section of the Parochial Assessment Act. The early part of that section provides "that the justices acting in and for every petty sessions division (and by 12 & 13 Vict. c. 18, every borough having justices is to

be deemed a petty sessions divisions) shall, four times at least in every year, hold a special sessions for hearing appeals against the rates of the several parishes within their respective divisions," and it was by virtue of this provision, as I have before observed, that the justices of this borough proceeded, on the 2nd July last, to decide upon the objections raised by Dr. Budd and others to the rate of the 6th June, and to make the order now appealed against by the churchwarden and overseers. The right of appeal to the quarter sessions against a poor rate was recognised by the well-known Act of the forty-third year of Elizabeth, and confirmed by a later Act (17 Geo. 2, c. 38), and in the 7th section of the Parochial Assessment Act there is this proviso, "that nothing in this Act contained shall be construed to deprive any person or persons of the right of appeal against any rate to any court of general or quarter sessions." *Prima facie*, therefore, anyone aggrieved by a rate has the option of appealing against the rate to special sessions, and thence against the order of special sessions to quarter sessions, or he may, if he pleases, give the special sessions the go-by, and appeal against the rate as of old in the first instance to quarter sessions. But the second ground of appeal here suggests, on behalf of the present appellants, that Dr. Budd and others, who were the appellants to the special sessions under the provisions of the Parochial Assessment Act, were bound to try their appeal at the quarter sessions in July last, instead of at the special sessions. The particular ground of appeal with which I am now dealing was not referred to by either side at any length at the hearing, and as no argument was adduced against the right of the present respondents to bring their appeal to the special sessions other than that founded on the supposed interest of the justices or some of them, and the absence of any waiver by the present appellants of the objection which such interests might entitle them to raise, I must take it that it was conceded at the hearing that the second ground practically raised the same questions as the first and third grounds, namely, whether certain justices present and acting at the special sessions were in law interested justices, and, if so, whether there was any waiver by the present appellants of the objection to such justices acting. I will, therefore, now address myself to the first and third grounds, which are the really important grounds of the appeal. It was admitted at the hearing that two at least of the five justices who were present at the special sessions, and took part in making the order now appealed against, were shareholders in the Barnstaple Gas Company, and that the fact of their having such interest in the subject-matter which came before them would invalidate the order, unless the objection on the grounds of such interest was waived by the present appellants. The only question, therefore, which is left to me to decide upon the first ground, is waiver or no waiver. As regards the third ground, it was admitted that the five justices before referred to were all assessed to the poor rate for the parish of Barnstaple, and that four of them were members of the Town Council; but it was contended on behalf of the present respondents—First, that the fact that the justices were thus interested in the subject-matter which came before them did not invalidate their order; and, secondly, if it did, that all objection on the ground of such interest was waived by the now appellants. What I have, therefore, to decide as regards the third ground is not merely waiver or no waiver, but also whether the objection on the ground of the ratepaying interest is a valid objection. And it will, of course, be necessary to dispose of this point before considering the question of waiver. It is agreed that at common law the objection on the ground of ratepaying interest must prevail. It remains, therefore, to be seen whether such objection has been got rid of by statute. Now the first section of the Act Geo. 2, c. 18, undoubtedly removed the common law disability to a certain extent; but I think, after carefully considering the matter, that its provisions have reference only to the original, and not to the appellate jurisdiction of rated justices. And this view of the law is entirely borne out by the case of *Reg. v. The Recorder of Cambridge* (27 L. J. 160, M. C.), where Lord Campbell says, "It seems as if the statute meant that jurisdiction might be exercised in making original orders, and not appellate jurisdiction." In the present case the justices in special sessions were acting as a court of appeal in pursuance of a statute passed long after the reign of George II., and I cannot find in that or any other Act of Parliament, any words which so far enlarge the powers given by the Act of George as to entitle a rated justice to hear an appeal at special sessions against a rate for the parish in which he is rated. But those powers are undoubtedly enlarged (though not to the extent contended for by the respondents) by sect. 6 of the Union Assessment Committee Amendment Act 1864 (27 & 28 Vict. c. 39), in a manner which gives remarkable

confirmation to the contention of the appellants on this part of the case. The words of that section are as follows:—"No justice of the peace shall be disqualified for acting in the determination of any appeal against a poor rate at any quarter or special sessions by reason of such justice being rated, or being liable to be rated, in some other parish in the union than that for which the rate appealed against is made." Now, if the respondents are right in their contention this absurdity would follow, that although a rated justice could hear an appeal at special sessions against a poor rate for the parish in which he is rated, he could not, until the section which I have just quoted became law, hear an appeal against a rate for any other parish in the same union. I think, therefore, that Mr. Sparkes's very able argument on this part of the case is well founded, and that the objection on the ground of the ratepaying interest is a valid objection unless there has been a waiver of it. I will therefore proceed at once to deal with the only remaining question, that of waiver, which depends, I think, as regards both the grounds now under discussion on much the same considerations. Now the admissions and evidence which enable me to decide this question are briefly as follows: It was admitted beyond all doubt, that nothing was said by anyone at the special sessions with reference to the interest of the justices or any of them, and it was also admitted beyond all doubt that the present appellants were on that occasion represented by an attorney who conducted the case from beginning to end on their behalf. It was not proved to my satisfaction that he had any special instructions, but he had undoubtedly general instructions to meet and resist the Gas Company's case. This gentleman was called as a witness at the hearing of the present appeal on behalf of the respondents, and his evidence (given with the greatest fairness) was as follows: "I cannot say I did not know the mayor was a shareholder, but it did not occur to me at the time. I must have known they (the justices) were all rated, but it did not occur to me at the time. I cannot say that the proposition of law was unknown to me, but it did not occur to me. I think I must have known what the law was, if the objection had been taken. I suppose I had full confidence that the magistrates would decide irrespective of interest." Now I think it is quite clear from the cases bearing upon this question that if no objection has been raised at the time to a tribunal on the ground of some of its members having an interest in the subject-matter before it, such an objection cannot afterwards be taken advantage of unless the party raising the objection expressly negatives knowledge at the time the matter was before the tribunal he objects to. And here I may remark that two of the present appellants were not called, that some of the others no doubt had knowledge of the fact that two justices were shareholders, and all must have known that some at least of the Bench were ratepayers, but it is quite unnecessary to consider the extent of their knowledge, or whether the knowledge of one would bind the others, or whether, if they had knowledge of the facts, the fiction that every man must be presumed to know the law would apply for this purpose to laymen. And the reason why it is in my opinion unnecessary to consider these points is this, that the present appellants had put themselves in the hands of an attorney to whom the fiction would apply (see *Reg. v. The Justices of Richmond*, 24 J. P. 422), which is very much in point—an attorney who practises in this borough, and who does not, by any means, expressly negative knowledge of the facts which are the foundation of the objection on the ground of interest. If the objections had occurred to him, he certainly would have been not only warranted in taking it, but would, I think, have been bound to take it if he intended that he or his clients should raise the point on any future occasion. The conclusion to which I therefore come on this part of the case is that, inasmuch as the attorney, by whom his clients are bound, has failed to negative knowledge at the time of the special sessions of the facts which are the foundation of the objection on the ground of interest, and, inasmuch as he must be presumed to have known that those objections would have been valid unless waived, and thereupon allowed the case to go on to judgment without objection, his clients cannot now be heard to say that the order was made by interested justices, or, in other words, that the special sessions had no jurisdiction. Mr. Sparkes contended that the present appellants were in the position of fiduciaries, and that a fiduciary has no power to waive, but he cited no authority in support of this proposition, and I can find none which goes to the extent he contends for. He also maintained that, before this court could hold that there had been a waiver, it must be satisfied that there existed something more express and positive than mere acquiescence, and that the authorities which were cited on behalf of the respondent, were not in point, inasmuch as they were not

declaratory of the law of waiver, but mere expressions of the opinions of the courts when exercising their discretion in dealing with writs of *certiorari*. I own I cannot accede to this view, and I think that the cases relied on by Mr. Thorne entirely bear out his contention that there has been here that which amounts in law to a waiver. In the case of *Reg. v. The Justices of Salop* (2 E. & E. 386), it appeared that the applicant submitted the whole matter to the decision of the justices, argued it before them, invited them to decide it, and made no objection to their jurisdiction till they had decided against him, and it was held that he could not afterwards be heard to say that their order was made without jurisdiction. Again, in *Reg. v. The Cheltenham Commissioners* (1 Q. B. 467), it appears that, if a party, knowing of the interest, expressly or impliedly assent to an interested justice acting, such party cannot afterwards make objection. And Lord Denman, in that case, distinctly indicates that a waiver may take place, not only by the expressed wish of the parties, but also by silent acquiescence if the interest is known to exist. And if this were not so, the state of things suggested by Mr. Thorne would assuredly follow, namely, that a designing person could always, by remaining silent, take his chance of a decision, and be entitled to say, if the decision were adverse, "I have waived nothing." But, in saying this, I desire it to be distinctly understood that I make no imputation of want of good faith in this respect upon the appellants or their attorney at the special sessions. Some other points which I have not lost sight of were also urged during the hearing of this appeal, but I have not thought it necessary to refer to them, inasmuch as they do not appear to me to be material to the decision of the case. One matter, however, I do desire to notice, and that is a suggestion which fell from Mr. Sparkes in the course of his argument, that, inasmuch as the proceedings were tainted by the interests of the justices, they were absolutely void. This contention is, I think, answered by the case of *Dimes v. Grand Junction Canal Company* (3 H. of L. Cas. 759) cited by Mr. Thorne, where it was clearly held that such proceedings were voidable only. In conclusion, I have to add that I have referred not only to all the numerous authorities cited by the advocates on either side, but to many others. I trust I have dealt with all the material points of the case, and, after giving them the best consideration in my power, I come to the conclusion, for the reasons which I have stated, that the case for the appellant fails, and the judgment of the court, therefore, is that the order of justices be affirmed with costs.

In the case of the second appeal (*Richard Budd and others v. The Overseers of Barnstaple*), which was dismissed at the Quarter Sessions, the question of costs stood over for settlement, and his Honour said he saw no reason why the costs should not, as in the previous case, follow the event.

WANDSWORTH POLICE COURT.

Wednesday, March 31.

(Before Mr. BRIDGE.)

Powers of the police to arrest—Aggravated assault—2 & 3 Vict. c. 47.

THOMAS STONE, horse-dealer, of Nelson-row, Clapham, was summoned for resisting Police-constable Baker in the execution of his duty.

Jones, who defended, raised a question whether the constable had a right to go into his client's house to apprehend a man for an assault.—In this case a man named James Sutcliffe was committed to prison on Tuesday for two months for assaulting James Hancock, by striking him in the face, supposed with a "knuckle-duster." He was afterwards liberated on bail, he having entered into recognizances to appeal against the decision. The constable saw marks of violence on Hancock, who said he would give Sutcliffe in charge, and that he had gone into Stone's premises. Baker followed to apprehend him, but Stone opposed his entrance into his premises. It was denied that Sutcliffe was there.

Mr. BRIDGE said the meaning of an aggravated assault was an assault of an aggravated or violent character. If there were marks of violence it would be right for the constable to consider it was an aggravated assault within the meaning of the Act of Parliament.

Inspector Huntley stated that the police had always acted in the belief that if it was right to apprehend in one place it was another. They considered that where there were marks of violence the case came within the meaning of an aggravated assault.

Jones argued that an aggravated assault had not been defined, and contended that the constable, while on the defendant's premises, was a trespasser.

Mr. BRIDGE said that under the 65th section of the 2 & 3 Vict. c. 42, it was lawful for a constable belonging to the Metropolitan Police

Force to take into custody without a warrant any person who was charged with committing an aggravated assault. The question would turn on whether the constable could follow. He thought the defendant was interfering with the constable when he said he should not go into his premises, and he fined him £5, with the alternative of one

month's imprisonment. Jones asked for a case, which was granted, the magistrate stating that it was a fair one to be argued.

Subsequently Mr. Jones said he would appeal to the justices, before whom he would be able to call witnesses. Bail was put in and accepted.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover	Thursday, April 8 ...	W. W. Ravenhill, Esq.	14 days	Thomas Lamb.
Barnstable	Wednesday, April 14 ...	Charles Jerom Muroh, Esq.	3 days	J. H. Toller.
Bath	Monday, April 13 ...	Thos. Wm. Saunders, Esq.	14 days	J. Taylor.
Bideford	Friday, April 16 ...	Charles Jerom Muroh, Esq.	14 days	James Rooker.
Birmingham	Monday, April 13 ...	A. E. Adams, Esq., Q.C. ...	10 days	T. E. T. Hodgson.
Bolton	Tuesday, April 6 ...	Samuel Pope, Esq., Q.C. ...	10 days	John Gordon.
Brighdnorth	Friday, April 16 ...	William Cope, Esq.	14 days	William D. Batte.
Canterbury	Wednesday, April 7 ...	George Francis, Esq.	Statutory	Herbert T. Sankey.
Cardarthen	Monday, April 5 ...	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chichester	Tuesday, April 6 ...	John J. Johnson, Esq., Q.C.	10 days	E. Titcheener.
Colchester	Friday, April 9 ...	F. A. Philbrick, Esq., Q.C.	8 days	John S. Barnes.
Devonport	Monday, April 13 ...	H. T. Cole, Esq., Q.C., M.P.	10 days	G. H. E. Rundle.
Dover	Monday, April 13 ...	Harry B. Poland, Esq.	8 days	G. W. Ledger.
Hythe	Saturday, April 17 ...	Robert John Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, April 15 ...	D. Brown, Esq., Q.C.	Statutory	T. G. Archer.
Kingston-on-Hull	Thursday, April 8 ...	Wm. C. Beasley, Esq.	10 days	R. Champney.
Leeds	Friday, April 9 ...	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Northampton	Wednesday, April 7 ...	John H. Brewer, Esq.	10 days	C. Hughes.
Nottingham	Monday, May 31 ...	Richard Wildman, Esq.	1 day	Arthur Wells.
Penzance	Monday, April 12 ...	Charles S. C. Bowen, Esq.	10 days	Walter Borriase.
Portsmouth	Friday, April 9 ...	Mr. Sergeant Cox	10 days	Jno. Howard.
Reading	Thursday, April 8 ...	J. O. Griffiths, Esq.	14 days	Joseph Whitley.
Scarborough	Tuesday, April 13 ...	Alfred W. Simpson, Esq.	14 days	John J. P. Moody.
Southampton	Monday, April 13 ...	Thomas Gunner, Esq.	10 days	Edward Corwell.
Warwick	Tuesday, April 13 ...	T. Campbell Foster, Esq.	10 days	R. C. Heath.
Wigan	Wednesday, April 23 ...	Joseph Catterall, Esq.	14 days	Thomas Heald.
Winchester	Monday, April 5 ...	A. J. Stephens, Q.C., LL.D.	14 days	Walter Bailey.

REAL PROPERTY AND CONVEYANCING.

TENANTS IN COMMON—COAL MINE—LICENCE TO WORK BY TWO OF THREE CO-TENANTS—RIGHTS OF DISSENTIENT CO-TENANT—INQUIRY—ACCOUNT—EQUITABLE WASTE—COSTS.—A, B., and C. were co-tenants of an estate under which lay several seams of coal, only one of which had been formerly worked. In the year 1865 B. and C. (with the knowledge, but without the consent of A.) granted D. a licence for three years, to work their two undivided thirds of one of the unopened seams of coal, at a royalty. A's share of the royalty was reserved for and tendered to him, but was not accepted. In 1872 A. filed a bill against B., C., and D., alleging destructive waste, and praying for an inquiry of the value of the coal raised, without any deductions being allowed for costs of severance and raising to the pit's mouth, and for payment to him of one-third of such value; for an account of the quantity of coal left unworked, and an inquiry as to the value of such quantity, and payment to him of one-third of such value; and for an injunction, and an inquiry as to damages. Held, that each co-tenant in a coal mine, in digging and carrying away the coal, provided he does not take more than his share, is exercising, in a proper manner, his undoubted right to enjoy his share of the common property. Held, also, that the working of D. under his licence was equivalent to B. and C. working the mine, and that, therefore, A. must elect against which of the defendants to go for an account. Held, further, that as the mine had been properly worked, A. was only entitled, under the circumstances, to an inquiry of the quantity of coal gotten, and an account of the value of such quantity, after all just allowances had been made for severing and raising to the pit's mouth, and to payment of one-third of such value at the pit's mouth. A. electing to go against D. for the account; bill dismissed as against the other defendants with costs. Only one set of costs, as to each co-tenant, allowed: (*Job v. Potton*, 32 L. T. Rep. N. S. 110. V.C.B.).

BILL OF SALE—UNREGISTERED COLLATERAL AGREEMENT—"DEFEASANCE OR CONDITION"—BILLS OF SALE ACT 1854 (17 & 18 VICT. C. 36), s. 2.—A bill of sale of farming stock was given to secure the payment of £130, by certain instalments. The bill of sale recited that £130 had been advanced, but the sum advanced was really only £100. The bill of sale was duly registered. At the same time that the bill of sale was executed, the mortgagor signed an agreement, which was not registered, stating that the £130 included a sum of £30, the mortgagee's charge for making the advance, which sum was to be paid in full, notwithstanding that the money secured by the bill of sale might be repaid, or the mortgagee's rights under the bill of sale enforced before the expiration of the time for repayment mentioned in the bill of sale. Within a month after executing the bill of sale, the mortgagor filed a petition for liquidation, and the mortgagee, three days after the filing of the petition, seized and sold part of the property comprised in the bill of sale: Held (reversing the decision of the Chief

Judge in Bankruptcy), that the collateral agreement did not amount to a defeasance or condition, within the meaning of the 2nd section of the Bills of Sale Act 1854; and that, therefore, its non-registration did not render the bill of sale void as against the trustee under the liquidation. Held, also, that the false recital did not invalidate the bill of sale: (*Ex parte Collins*, 32 L. T. Rep. N. S. 108. Chan.)

FINES AND RECOVERIES ACT (3 & 4 WILL. 4, c. 74, ss. 15, 22, 34)—DISSENTING DEED.—A dissenting deed, executed in pursuance of the 3 & 4 Will. 4, c. 74, s. 15, by a tenant in tail in remainder of lands under the will of A., who was tenant in fee in remainder expectant on the death of C., the tenant for life of the same lands under the will of B., is valid and effectual to bar the entail, although C., the tenant for life, was not a party thereto, as "protector" under the statute; and C.'s consent is not necessary, because the "prior estate" of the person whose "consent" as "protector" is required by sect. 34 of the Act, must, by sect. 22, be an estate subsisting "under the same settlement" as that which created the estate tail; the object of the Act being to prevent a tenant for life not under the same settlement from interfering in the matter. So held by the Court of Exchequer (Cleasby, Pollock, and Amphlett, BB.), in this case: (*Berrington v. Scott and others*, 32 L. T. Rep. N. S. 125. Ex.)

COMPANY LAW.

NOTES OF NEW DECISIONS.

CARRIER OF GOODS—TROVER BY ESTOPPEL—REPRESENTATION AS TO ARRIVAL OF GOODS—IMPLIED CONTRACT TO DELIVER.—An advice note sent by a railway company to a consignee of goods is not such a representation of the possession by them of the goods as will, without evidence of a custom to do so, entitle the consignee to act upon it in the way of reselling the goods; nor will it, in the absence of wilful misstatement or culpable negligence leading proximately to the consignee's suffering loss, estop the company in an action of trover from denying that they in fact ever had the goods, although the consignee had paid them the carriers' charges in respect of them. A contract cannot be implied from the sending of such an advice note to deliver to the consignee's order, so as to make the company liable for a breach in not delivering. Per Denman, J.—Trover by estoppel will not lie upon any representation of the possession of goods, if, in fact, the goods were never at any time in the defendants' possession: (*Carr v. The London and North-Western Railway Company*, 31 L. T. Rep. N. S. 785. C.P.)

DAYLIGHT versus GAS.—There can be no excuse for burning gas during day-time wherever there is either a window, skylight, or area-grating through which daylight can be admitted; by adopting a Daylight Reflector, a considerable saving will be effected, and the healthfulness of the premises wonderfully improved. The public are strongly recommended to visit the manufactory of the Reflector Patentee, Mr. Chappuis, of 69, Fleet-street, who will give every requisite information.—[Adv't.]

MARITIME LAW.

NOTES OF NEW DECISIONS.

SALE OF GOODS—CONTRACT TO PAY IN "CASH AGAINST BILL OF LADING"—DELIVERY "FREE ON BOARD."—It is a question of intention whether or not the property passes absolutely to the vendors by a contract of sale, and the intention is to be collected from the wording of the contract taken together with the circumstances under which it was made and performed. The plaintiffs being potato merchants in England, and L. a potato merchant in France, the plaintiffs contracted for the sale by L. to the plaintiffs of twenty tons of potatoes, to be delivered "free on board," and "payable cash against bill of lading signed by the captain," and paid £30 to bind the bargain. The potatoes were put by L. into sacks of the plaintiffs, sent by them for that purpose, and L. drew upon the plaintiffs at sight for the balance of the agreed price, and despatched the potatoes to England. The shipment on arrival was supposed by the plaintiffs (and not at first denied on the part of L.), to be sixteen sacks short, and the plaintiffs, therefore, refused to accept the full draft drawn upon them by L., but offered to accept a draft for the amount less a deduction proportioned to the supposed short shipment. L.'s agent in England thereupon endorsed the bill of lading to the defendant, with instructions to sell the whole shipment, which the defendant did, and remitted to L.'s agent the proceeds of the sale. The amount shipped was discovered afterwards to be quite correct. Held, that the plaintiffs had the property in the potatoes, and also a sufficient right to the possession of them to maintain trover, and a rule to set aside a verdict entered for the plaintiffs' discharged: (*Ogg and another v. Shuter*, 32 L. T. Rep. N. S. 114. C.P.)

COUNTY COURTS.

BLACKBURN COUNTY COURT.

Monday, Feb. 22.

(Before W. A. HULTON, Esq., Judge.)

SEFTON v. WHITTAKER.

Equity practice—Costs.

HIS HONOUR gave judgment relative to the payment of the costs in this case.

This was a suit in equity, in which Mr. Sefton, paper merchant, of Ainsworth-street, sought to recover from Mr. Robert Whittaker, gold thread manufacturer, Exchange-street, the administrator of his late father, a sum of money to which he alleged his wife, whose maiden name was Whittaker, she being a sister of the defendant, was entitled out of her father's estate.

Mr. Whittaker the elder, died intestate, and letters of administration were taken out by Mr. Robert Whittaker, and the proceeds of the estate came into his hands. It was alleged by the plaintiff in the suit that the defendant had refused to render an account of the moneys received by him and that he had acted improperly.

J. S. Scott was solicitor for the plaintiff and Backhouse for the defendant.

The matter had been referred to the learned registrar of the court, who had gone through the accounts, and found the sum of £65 10s. was due from the defendant to the plaintiffs, and the contention was as to the costs, and to-day his Honour delivered his judgment.

HIS HONOUR said in the first place the £65 10s. must be paid into the court by Mr. Robert Whittaker. As to the costs, his Honour thought that the plaintiff had a fair right to sue. In this case there was a contradiction of the facts found to be existing. This was not an ordinary case of a trustee, because plaintiff, as a person entitled in his own right as one of the next of kin, and, in his (his Honour's) opinion, he had not acted fairly to the rest of the next of kin, they were both in the wrong. The plaintiffs had a right to their costs up to the time of filing accounts, and from that time he thought each party must pay their own costs.

BRECON COUNTY COURT.

Thursday, March 11.

(Before T. FALCONER, Esq., Judge.)

THE BRECONSHIRE COAL AND LIME COMPANY v. THE BRECON AND MERTHYR RAILWAY COMPANY.

Negligence—Injury done to the tires of railway trucks employed on an incline of remarkably steep gradients through "skidding." Such injury held not to be alone evidence of negligence the use of sprags being denied, and the wheels being controlled by the ordinary brakes of the trucks.

Bishop for the plaintiffs, and

Tudor for the defendants.

HIS HONOUR said: This plaint is entered to recover the sum of £20, for that the defendants negligently or wilfully damaged the wheels of the

plaintiffs' truck, No. 158, which the defendants had agreed for hire to take from Bargoed to Rhayader, and had in consequence lost the use of the truck for a certain time between 30th Dec. 1874, and 7th Jan. 1875, and had also damaged truck No. 159, which the defendants for hire had agreed to take from Bargoed to Groesffordd and thence to Hereford. Mr. Edwin A. Wright, a manager of the Brecon Coal Company, stated that in September the company purchased a number of new waggons to work the carriage of coal from Bargoed to Brecon. One of these carriages on its seventh trip was stopped at Talgarth on account of defect of wheels. He went down to inspect the truck, and he found marks of the use of a sprag. Two wheels were skidded, and it was perfectly unsafe to run. The tires were more reduced than they would have been for six or seven years of ordinary use. The value of the tires would be £7. The truck No. 159 was to be sent into Staffordshire. The Midland Company stopped its use, as every time it moved it jumped. There was a flat piece in each tire of one pair of wheels. The wheels had the Great Western registered plates on them, as the company will not permit the waggons to run without using the registered plates. The wheels were sent to Llanidloes to be turned. The cost of turning would be more than 10s. each. The cost of a pair of tires would be £7, and a pair of wheels £14 14s. The brake of these waggons is applied to both wheels. There are two kinds of levers, one held by a rack and the other "pin-levers." These are rack levers. Henry Shone, a railway guard, described the flatness of the tires of two front wheels, in one place, which caused the wagon, when in motion, to hop. The tire-tapper attributed the reason to the wheel having been spragged. Rees Richards, a wheel tapper, represented that at Talgarth on 5th Jan., truck No. 158 attracted his attention from plunging. There was a flat place 5in. long and three-eighths of an inch wide, and he attributed it to a sprag or a brake which caused skidding, and that it must have gone some miles before it could be so worn. He thought a brake would hardly hold long enough to have caused the wear of the wheel, and that it must have skidded for four or five miles. Wm. Chambers says that Mr. Wright pointed out to him certain marks on the wheel, which he had been told were caused by a sprag. Daniel Thomas declared that he inspected No. 159 truck, and that the horn plate was wrenched out of the grease box, and that this could have been done by no other way than by a sprag. Mr. Robt. John Dixon says that he examined the wheels and considered that they had been spragged, and he estimated that to take off the present tires and allowing for the old ones, the cost would be £5 to £6 the pair. On the part of the defence, James Williams affirmed that on the times in question he used no sprag, and was not supplied with sprags. He says they had put down all the brakes and went gradually on. John Watkins says that he assisted in putting down the brakes, and they were all put down on all the waggons; they put down the brakes with a brake stick, and putting on all the pressure. Bargoed is a steep gradient. Mr. Charles Long, Locomotive Superintendent, said he saw the truck No. 158. The wheel had been skidding, and was worn one-fourth or five-sixteenths of an inch in depth. Two and a half inches is the thickness of the tire. He says that the lever itself is long enough to enable a man to skid the wheel. He admits that the defect in the wheel from skidding is a serious defect; that the tire, but not the wheel is damaged. None of the other wheels were so damaged. In putting down the brakes, the train is not brought to a standstill; you gradually put down your brakes as the train moves. He says they do not recognise the use of sprags, and that it would be an improper mode of working the line, and he is satisfied no sprags were used. He also protests that there is no possibility of preventing skidding, and that it is the natural death of wheels. The general result of the evidence is this: That the wheels were damaged by skidding, and that if the damage was occasioned by the use of sprags, the wheels were improperly worked. So far both sides agree. As a matter of fact, the use of sprags in the working of the trucks is positively denied. That sprags or a sprag was or were used is an inference on the part of witnesses, who believe this to have been the case. Those who deny their use certainly have the best knowledge of whether or not they were used. But take the case against the defendants further. It is admitted that the wheels were injured and damaged. Is not this fact sufficient to charge the defendants? I think not, when we know—and all persons travelling on the line know—that the gradients on this side of the line and the gradients on the Bargoed side are very steep. The engines must be worked by a strong brake power, and a powerful brake power may cause skidding—and the strongest use of such power may occasionally be necessary. Skidding, then, may occur without any wilful default or any negligence. It may be one of the

ordinary and inevitable accidents of working a very steep incline. Mr. Long says that it is impossible to prevent it. If it is the consequence of the manner in which levers are put down, it appears to me that it is so important to the safety of working an incline of remarkably steep gradients that I ought not to come to a conclusion which may interfere with the freest use of brakes on the wheels of carriages or trucks, or to say that the occasional skidding of wheels is not inevitable, or that in particular instances in which it occurs there must be some negligent omission, or something was omitted to be done that might prevent it, or some positive act was done which must inevitably occasion it. Necessary acts may cause skidding, and then there would be no default, and the ordinary working of the line may occasionally cause it. The evidence on the part of the defendants is that the line was worked in the ordinary manner. His Honour gave judgment for defendants, and said that in all doubtful cases in the working of machinery, whenever human life may need protection, his conclusion is, that the freest use should be given to those who work such machinery, to work it in order to protect human life, though damage may result to machinery.

Costs were not allowed.

HEREFORD COUNTY COURT.

Friday, March 12.

(Before J. W. SMITH, Q.C., Judge.)

MORGAN v. CASTREE.

Interpleader—Bona fides of a deed—Practice.

Llanwarne was for the plaintiffs, George Morgan, jun., and James Morgan, sons of George Morgan, who was a publican and wheelwright at Peterchurch; and

Corner, for the defendant, Zachariah Castree, yeoman, of Clodock, who was a creditor of the said George Morgan, sen.

It was an interpleader action, in which the *bona fides* of a deed dated the 1st Aug. last were brought into question, and really formed the chief, if not the only, subject of inquiry.

Llanwarne, in opening the case, said that the plaintiffs were the sons of the defendant in the action of *Castree v. George Morgan, sen.*, against whom execution had been levied, and whose goods were supposed to be taken. They claimed under a deed dated Aug. 1874, by which the father, in consideration of an annuity of 6s. a week, secured by powers of distress and entry, assigned over his freehold property subjected to the mortgages upon it, and also his personal property, which was valued at the time, to his two sons. One question was whether there had been proper publicity and evidence given of the sons going into possession, the father still living with them. Everything was done regularly, and it was a matter of public notoriety in the parish that the father had given up his business to his two sons. That being so, the only question—he apprehended that his Honour would allow that change of possession was sufficiently published to justify the *bona fides* of the deed—the only other question of *bona fides* would turn upon the value of the consideration, which was the annuity of 6s. a week.

Corner said that his defence to the action was that at the time of the execution of the deed of assignment old Morgan was indebted to several persons, and that by that assignment he took away from his creditors, and in fact put away from himself, the only possible means that he had to satisfy their debts—that by the assignment he deprived himself of all his property, and left nothing to the creditors. The creditors had never received any of the money due to them; in fact, he had been consulted by three of them. He had further to contend that there was still a joint occupation of the public house. The father had been in possession with the sons ever since the date of the deed, and the law required exclusive possession by the assignee.

Llanwarne then called George Morgan the elder, who deposed to the circumstances under which the deed was executed by him, and the property transferred to his sons.

In cross-examination by Corner, he admitted that at the time of the signing of the deed he and his sons knew that he was owing money to creditors, notably to a person named Bray £7 odd, to one named Smith £14 odd, and to Castree, the present defendant, £10 6s. 6d. and costs, for which Castree had at that time obtained judgment in that court; he had not received any of the 6s. covenanted in the deed to be paid to him since the deed was signed; the name on the public house sign was still George Morgan, jun., and not senior; a month elapsed between the transfer of the business and the name on the signboard being altered; he had at the time of the deed being signed no other effects or means of paying his creditors, but he never intended to defraud them; he valued all his personal property to have been worth £85 14s. 10d.; two mares, a yearling colt, a sack cloth, horse wagon, narrow wheeled

cart, and one horse plough were included in the deed as his property, but it was a mistake, as they belonged to one of his sons; his personal property was valued by Mr. Espinar, a person who was often at the public house.—George Morgan, the younger, and James Morgan, were the next witnesses called, and they were severally examined and cross-examined at length.

His Honour said it was only respect for the personal character and professional reputation of Mr. Llanwarne that had made him listen with patience to this case for all that time. The best way he thought would be to ask Mr. Llanwarne, without Mr. Corner going through the learned argument with which no doubt he was prepared to treat it, which was really the case, as if the onus was upon him to show that the present plaintiffs had a right to deprive the execution creditor of the property of which he had taken possession. He therefore called upon Mr. Llanwarne to prove the plaintiff's claim to the goods.

Llanwarne said that he had been from the first aware that in this case he had an up-hill game to fight. He knew nothing of the question of debts at the time when he prepared the deed, and his instructions were such as he had laid before his Honour, that the property was passed over to the son because he would not stop to carry on the business unless it was done.

Corner said that he had informed his friend Mr. Llanwarne that he entirely acquitted him of blame in the matter. He knew nothing of the debts he was sure.

Llanwarne then repeated the arguments which he had used at the opening of the case—namely, that by the alteration of the name on the signboard and by the son's purchasing the beer to carry on the publichouse business sufficient publicity had been given of the transfer from father to son, and that valuable consideration had been given under the deed for the assignment. Even supposing that the object was to evade the payment of the creditors of Morgan, sen., still he apprehended that if there was a proper *bona fide* valuable consideration given, and if there was reasonable and proper publicity given of the change of possession so as to make that fact a matter of notoriety, that would uphold the deed.

His Honour said the reasons why he gave judgment as he intended to do in this case were published in his "Compendium of the Law of Real and Personal Property," from which he read as follows: "It is for the plaintiff to make out his case, and in interpleader cases the claimant under a bill of sale or other disposition is in the situation of the plaintiff. He seeks to deprive the judgment creditor of the possession which he had acquired under the judgment. On the plaintiff, therefore, is the onus of proving his title as claiming as virtual plaintiff the property, not in his possession, but in possession of the officer of the court, as the agent of the judgment creditor. It is for the claimant to prove that the bill of sale is both on valuable and good consideration, and *bona fide* so far as the debtor is concerned, without notice of circumstances amounting to actual or constructive fraud so far as the claimant is concerned." His Honour added that he should give judgment for the execution creditor (the defendant in the present case—Mr. Castree) with costs and attorney's fee. At the same time there was no reason why Mr. Llanwarne should not have prepared the deed.

LEEDS COUNTY COURT.

THE NEW JUDGES.

MR. W. T. DANIEL, Q.C., and Mr. Serjeant Tindal Atkinson, the two new judges of the Leeds County Court, upon entering on their duties, were received by an unusually large attendance of the legal profession.

Mr. DANIEL said the circumstance of two judges taking their seats side by side on the same day in one particular court was so unusual that he thought it right, in the interests of the public and of suitors, and of the profession, to state under what circumstances his learned brother and himself appeared there that day. Upon the death of the late respected judge of this court (Mr. Marshall) being reported, he (Mr. Daniel) received a telegram from Mr. Nicol, by direction of the Lord Chancellor, inquiring as to the truth of a report which had reached his Lordship's ears, that he was desirous of being transferred from the Bradford to the Leeds circuit. He had replied that he would be unwilling to consent to any arrangement which would remove him from Bradford, but that he would be willing to consent to any arrangement which would enable him to devote any powers that he possessed to the service of Leeds, provided the appointment in Leeds could be made compatible with other arrangements which would involve his continuance at Bradford. The result was a suggestion on his part, to which his Lordship acceded, that an arrangement should be made for the redistribution of certain circuits, so that he could retain his own present circuit in addition to taking a portion of the Leeds business with his

learned brother, Leeds being thus placed in the exceptional position of having two judges by a division of jurisdiction, which, he hoped, would be convenient to all parties, as well as beneficial to suitors. The arrangement was that he should take upon himself the bankruptcy and equity business, whilst his learned brother, with a greater experience of common law business, would take that branch. Of course they were co-equal judges in all respects. Each was judge of the entire jurisdiction, but the arrangement already described would for the present be acted upon. He need hardly say, on the part of his learned brother and himself, that they would willingly accept whatever additional labour might be cast upon them by these new arrangements, in the hope that the public, the suitors, and the profession might have exhibited to them a proof which they could understand that it was possible in a local court to have justice administered with cheapness and despatch combined with efficiency. Mr. Daniel proceeded to make a statement as to the course which he proposed to take in his own division of bankruptcy and equity. Addressing, as he was, a body of practical professional men, they could well understand how inappropriate it was to affix the bankruptcy jurisdiction to the County Court jurisdiction by the Act of 1869. Bankruptcy jurisdiction was one, the proper exercise of which required a fixed tribunal. How could it be possible for a bankruptcy judge at Leeds to be bankruptcy judge also at Bradford, Burnley, Barnsley, and Wakefield, as well as County Court judge at various other places? It was the more astonishing, because the bankruptcy jurisdiction created by the Act of 1869 was far more important and extensive than any existing under the previous Bankruptcy Acts. Commissioners of bankruptcy had no power to grant injunctions, or to appoint receivers, or to arrest absconding debtors, or to deal with such questions as arose under the 72nd section. The new jurisdiction was one which required care and discretion in its exercise, and it was one which might require to be exercised at any moment. How could a debtor absconding from Leeds, with money in his pocket, be arrested without a ready and accessible tribunal to arrest him, or a receiver appointed without immediate means of doing it? The power of delegation was the only means by which bankruptcy jurisdiction had been capable of being exercised in connection with the County Court business. In this matter he would pursue the same course as he had taken at Burnley and Bradford, for he was sure that he could with perfect confidence delegate to the registrar all the powers which the judge possessed under the Bankruptcy Act, except the power of committal. By means of that delegation the registrar would be enabled to do all that was necessary to be done upon the instant, or as a matter of routine. There would always be a distinction between what he might call the contentious and non-contentious business, and the Registrar would be enabled as heretofore to conduct all the non-contentious business—the contentious business being reserved to the Judge himself. In making this distinction and delegation, he desired it to be understood that he did not do it for the purpose of screening himself, as it were, from the discharge of any duty which he otherwise would be able to perform. He understood that Wednesday had hitherto been considered a convenient day in Leeds for the bankruptcy business, and, desiring not to introduce any more changes than necessary—a change being in itself an inconvenience—he proposed to attend in Leeds on three Wednesdays in each month. He hoped that would be found sufficient for the disposal of contentious business. If not, he must then endeavour to appoint some other day when he was not engaged elsewhere. After expressing himself in favour of simplifying the mode of procedure and lessening costs as far as possible, the learned judge said that trustees who employed solicitors did so at their peril, unless with the authority of the court or of a committee of inspection. Trustees held a quasi-official office, and were by virtue of it exempted from certain responsibilities. If, for instance, a trustee made an erroneous payment, he was not liable if he made it *bona fide* and in the exercise of a reasonable discretion. If not competent themselves to perform the duties of such an office, after undertaking it, gentlemen must not be allowed too freely to supplement their own incapacity at the expense of the estate they represented. Mr. Daniel added that, with regard to *ex parte* injunctions, he would be always, so to speak, at home, being ready to receive applications at his own house, or wherever he happened to be, when they were wanted.

Mr. Serjt. ATKINSON said he need add little as to the common law branch, which had become so well understood as it had grown up. The only alteration of any importance in the course of procedure was that he would apply the 18th section of the Common Law Procedure Act, which gave to the plaintiff in cases where he was represented professionally the right of summing up. That

which was found useful and good in the practice of the superior courts would also, no doubt, be found useful in the County Court. He would only make one other observation, and it was that punctuality was a virtue. He would sit regularly from a certain time of the day, adjourn at one o'clock for half an hour, and he would take no new cases after five o'clock in the evening, because, when a judge's attention became jaded, he lost that firm hold of his own temper which was so necessary for the proper administration of justice.

In reply to Mr. Ferns, Mr. Serjt. ATKINSON said that he should wish to see legal gentlemen who practised in that court in their proper professional costume, as in most other districts; but he added, in reply to Mr. Bond, that he would not make any regulation to that effect, leaving it to the individual discretion and good taste of the gentlemen concerned.

The ordinary business of the court was then proceeded with. In the first case, in which an attorney appeared, the plaintiff was represented by Mr. Malcolm, who made a few remarks expressive of congratulation and welcome to the new judge.

WHITECHAPEL COUNTY COURT.

(Before Sir W. B. RIDDLE, Bart., Judge.)

SEARS v. THE GREAT EASTERN RAILWAY COMPANY.

Carrier of goods—Liability—Estoppel—Owner's risk.

THIS was an action to recover £3 19s. 8d., for the alleged loss of 18 cwt. of carrots, consigned to the plaintiff in London.

McCall, barrister, appeared for the plaintiff.

E. Moore, solicitor, for the company.

McCall opened the case at some length, and said that on the 17th Dec. last the plaintiff delivered to the company at Chatteris station, 144 bags of carrots, and that on the same day the company, upon one of their printed forms, advised him that the carrots had arrived at the London station. The plaintiff sent his man for them, but he received instead of 144 sacks, only 129 sacks, there being fifteen short. A claim was then made by the plaintiff upon the company for the missing carrots, but they declined to pay it, giving as their reasons that they had delivered all to the plaintiff that had been handed to them at Chatteris, and that the goods had been carried at owner's risk. He should contend that as they had written to the plaintiff advising him that they had received 144 sacks, they must be bound by that, and as to the defence of the owner's risk, he should await with some curiosity to hear how that would protect them.

A witness called on behalf of the plaintiff to prove the delivery of the carrots to the company at Chatteris, admitted on cross-examination that he did not know the number of sacks he delivered. That he himself made out a consignment note and entered the number of sacks thereon as 144, having been previously told to do so.

At the close of the plaintiff's case,

Moore said that, first, he had to submit to his Honour that although the company had advised the plaintiff that they had received 144 sacks, that was not conclusive evidence that that number had actually been received by them, and that the onus of proving this was on the plaintiff. The sacks were not counted by the company's men, the number as entered on the consignment note, by the plaintiff was taken to be correct, and the advice note made out from the plaintiff's own consignment note. He quoted *Carr v. The London and North-Western Railway Company* (31 L.T. Rep. N. S. 789). He also contended that even had the carrots been lost during the transit the company were protected by the consignment note which stated that the company charged a low rate in consideration of the goods being forwarded at the "owner's risk;" that the plaintiff had the option of sending the goods either at the company's risk or at his own risk, and having chosen the latter and cheaper mode of conveyance had no right now to complain of the contract he entered into. He quoted several cases in support of his contention.

McCall replied. He contended that the company were bound by the advice note, unless they showed that they had not received the goods, and that they had not done so. He further argued at some length that the contract at owner's risk was an unreasonable one, and one by which the plaintiff ought not to be bound.

HIS HONOUR.—I do not think the defendants are bound by the advice note, and that the plaintiff has not shown that 144 sacks ever came into the possession of the company. The verdict will therefore be for the company with costs.

CRYSTAL OIL.—Driver's is the best for the "Silber" "Duplex," and "Paragon" lamps. See the *Field*, Dec. 13, 1873. Price 2s. per gallon. Finest Rock Oil, 1s. 4d. per gallon; 12 gallons carriage paid to any railway station.—Driver's Stores, 90, Waterloo-road, London, S.E.—Spratt's Meat Biscuits and Poultry Meal, 18s. per cwt.—[ADVT.]

BANKRUPTCY LAW.

COURT OF APPEAL (LINCOLN'S INN).

Wednesday, March 24.

(Before the LORDS JUSTICES.)

Re HILL.

Order and disposition—Custom of trade—Letting cabs for hire.

THIS was an appeal from the decision of the Chief Judge reversing the decision of the Judge of the Nottingham County Court.

De Gez, Q.C. and Bagley (instructed by Parker, Lee, and Haddock, agents for Arthur Parsons, of Nottingham), appeared for the appellant, the trustee.

Finlay Knight (instructed by Robinson and Benton, agents for Joseph Ansell, of Birmingham), appeared for the respondent Marston.

The appellant, Mr. Marston, was a carriage builder at Birmingham, and he has been for some time past in the habit of letting out cabs upon hire to various cab proprietors upon the "deferred payment" principle, or, in other words, upon the terms of payment of so much more per month for the hire, with a provision that at the expiration of a certain time the hirer should have the option of purchasing the cabs, the money paid for deposit and hire to be taken as part of the price; and with a further provision that if the hirer made default in carrying out the terms of the agreement the money paid should be forfeited to the cab owner. On the 20th June 1874, an agreement of this nature was made between Mr. Marston and James Hill, a cab proprietor at Nottingham, for the hire of two Hansom cabs. Hill paid a deposit of £52 10s., and the cabs were delivered to him with his name painted in gilt letters upon both sides of each of them. The cabs were used by Hill in his business, and remained in his possession until the 9th Oct. 1874, when he filed a petition for liquidation. Mr. Joseph Press, of Nottingham, accountant, was appointed trustee under this liquidation, and he subsequently took possession of the cabs on the ground that they were in the possession, order, and disposition of the debtor, with the consent of the true owner at the time of the presentation of the liquidation petition. Mr. Marston, on the other hand, contended that although the cabs were in Hill's possession, yet that the custom to supply cab proprietors with cabs on the "deferred payment" principle was so well known that the cab owner had a right, notwithstanding bankruptcy or liquidation, to have the vehicles restored to him, and accordingly he, on the 8th Dec. 1874, applied to the County Court at Nottingham for an order for the delivery of the cabs to him. The learned judge, however, refused the application with costs, on the ground that the custom relied on by Mr. Marston had not been proved by him. Against this decision Mr. Marston appealed to the Chief Judge, who heard the case on the 25th Jan. 1875, and who held, that on the evidence as it stood the custom contended for by Mr. Marston had been proved, and he, therefore, ordered the cabs to be delivered up by the trustee, without prejudice to any application he might be advised to make as to the deposit in the hands of Mr. Marston. Against this decision the trustee appealed to the Lords Justices, who heard the case on the 4th inst., and reserved judgment.

LORD JUSTICE MELLISH now delivered the judgment of the court, and after stating the facts of the case, said that the law on the subject had been settled by the recent case of *Ex parte Watkins*, and that where the party claiming chattels as against the trustee can show a custom in the trade carried on by the debtor to let such chattels to him on hire, such custom would take the case out of the order and disposition clauses of the Bankruptcy Act. Such custom, however, must be proved to be a well established one, and to be well known, not only to persons of the same trade as the debtor, but also to such persons as were likely to be his trade creditors. In this case the Lord Justice considered the evidence on both sides was most conflicting, and it was most difficult to come to a decision, particularly as none of the witnesses had been cross-examined. After giving the evidence as it stood all the attention in his power, he came to the conclusion that Mr. Marston had not proved the custom on which he relied with such certainty as to enable the court to say that it had been established in the face of the strong evidence on the other side. In the Lord Justice's opinion what Mr. Marston's evidence amounted to was that he, Marston, had been for some time endeavouring to establish a custom of letting cabs for hire on the "deferred payment" principle; but a man could not thus be allowed to establish a custom for himself, and until the custom contended for had become much more general than it at present appeared to be, it could not be allowed to stand in the face of the order and disposition clauses of the Bankruptcy Act, and if Mr. Marston wished to preserve his right to resume possession of his cabs

event of the bankruptcy of the hirers he must notify to the public that they are his property by a legible inscription upon them. The decision of the court was, therefore, that the order of the Chief Judge should be reversed, and that of the County Court judge confirmed, the trustee to have his costs of the application to the County Court and of the appeal to the Chief Judge, and each party to pay his own costs of the present appeal.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Q.C., Judge.)

Feb. 23 and March 9.

Ex parte NEWBY; *re* JO WETT.

Where the holders of a registered bill of sale took possession of the goods assigned after the debtor had filed a petition for liquidation, though shortly after on the same day, and without notice of the petition, the title of the trustee prevailed—his title relating back to the actual filing of the petition, the goods being then in the order and disposition of the debtor, and is not displaced by the subsequent taking possession by the creditor, though without notice. *Ex parte* Homan, *re* Broadbent (L. Rep. 12 Eq. 598), considered as explained by *Ex parte* Harding; *re* Fairbrother (L. Rep. 15 Eq. 223).

HIS HONOUR.—This is an application made in the matter of the liquidation by arrangement of the affairs of Kershaw Jowett, of the Quarry Gap Hotel, in Tyresal, in the parish of Calruly, by and on behalf of Samuel Drewell Newby and David Salmond, of Bradford, wine and spirit merchant, trading in co-partnership under the name or firm of Samuel D. Newby and Co., for an order declaring that the sum of money received by Alexander Atkinson, the trustee of the estate of the said Kershaw Jowett under the liquidation from the realisation of the stock in trade, household furniture, goods, chattels, and effects of the debtor in and about the said Quarry Gap Hotel is the property of and belong to the said S. D. Newby and David Salmond, under and by virtue of a certain indenture or bill of sale bearing date the 18th April 1873, and made between the debtor of the one part and the said S. D. Newby of the other part, and for an order directing the said Alexander Atkinson to render to the said S. D. Newby and David Salmond an account of such moneys and of the expenses incurred in the realisation of the said stock-in-trade, furniture and effects, and that the said Alexander Atkinson do forthwith pay over to the said S. D. Newby and David Salmond the amount appearing by such account to be in his hands, after deducting the expenses of realisation as aforesaid. And, further, that the costs of this application, and of any order to be made thereon may be paid out of the estate of the said debtor, or for such other order as the court shall think fit. The facts are few and simple. By a bill of sale dated the 18th April 1873, and made between the debtor of the one part, and of the said Samuel Drewell Newby of the other part (and which was registered on the 22nd April 1873), the goodwill, stock-in-trade, household furniture and effects, present and future, of the debtor, in and about the house and premises, called the Quarry Gap Hotel, now assigned by the debtor to the said S. D. Newby, by way of mortgage for securing the repayment of £150 then advanced to the debtor by the said S. D. Newby, and any future advances with interest thereon at the rate of 25 per cent. per annum, with a proviso making void the assignment if the debtor should on demand, or within twenty-four hours after demand, pay to the said S. D. Newby, the principal and interest, and a further proviso that until default the debtor should remain in possession of of the property thereby assigned. The principal sum of £150, secured by the said bill of sale, was money of the partnership of the said S. D. Newby and David Salmond, and the same with an arrear of interest remaining due thereon, the said S. D. Newby and D. Salmond, on the 22nd Sept. last wrote and sent to the debtor the following letter: "Well-street, Bradford, 22nd Sept. 1874. Mr. Kershaw Jowett, Quarry Gap Hotel, Quarry Gap. Sir,—Unless you enter into some satisfactory arrangement with us on or before Thursday next, we shall take possession of the Quarry Gap Hotel on Thursday next at noon, the 24th inst.—SAM. D. NEWBY AND CO." On the following day, Wednesday, the 23rd Sept., at eleven o'clock in the forenoon, the debtor filed his petition for liquidation in this court. And on the same day, at or about twelve o'clock, after the petition had been filed, but without notice, of its having been filed, Messrs. Newby and Co. sent their manager, Ralph Bailey, to take possession of the Quarry Gap Hotel, property, and effects in and about the same, under the bill of sale, and he took possession thereof by remaining on the premises with the bill of sale in his possession. Bailey remained there until about six p.m., when he was relieved by William Varley, an auctioneer's assistant, to whom Bailey handed

the bill of sale, and retired, and Varley entered into and remained, in like manner, in possession in Bailey's stead. About eight p.m. on the same day the receiver appointed by this court went to the Quarry Gap Hotel accompanied by Mr. Bussely, the solicitor, who had presented the petition, and finding Varley in possession, Mr. Bussely demanded to see the bill of sale, and then objected that the possession was illegal, as twenty-four hours' notice of demand had not then been given and expired. Both these persons insisted upon remaining, and remained in possession. Up to this time neither Bailey nor Varley had interfered with the debtor carrying on the business but the business was carried on, and the proceeds received by or on behalf of the debtor as usual. Ultimately an arrangement was come to between the creditor and the receiver, that Varley should retire, and the receiver remain in possession, and carry on the business up to the first meeting of creditors, and the appointment of a trustee without prejudice to the rights of the creditors, and to save the expense of the persons remaining in possession. The first meeting of creditors was duly held, and the respondent Alexander Atkinson appointed trustee. And after his appointment a further arrangement was made by mutual consent, and without prejudice to the rights of Messrs. Newby and Salmond, that the trustee should realise the property to the best advantage, and out of the proceeds pay the costs of realisation and the rent due to the landlord, and retain the balance to abide the division of the court as to whether Messrs. Newby and Salmond were entitled to it or not. This has been done, and according to the trustee's affidavit, the gross proceeds amounted to £219 10s. 3d., from which being deducted £54 for rent, and £32 14s. costs of realisation (together £86 14s.), there remains a net balance of £132 16s. 3d., the right to which the court is now called upon to declare. In support of the claim of Messrs. Newby and Co. I was referred by Mr. Robinson to the case of *Ex parte Homan; re Broadbent*, but decided by this court on the 5th May 1871, affirmed on appeal on 31st July 1871, and reported L. Rep. 12 Eq. Cas. 598, as a conclusive authority in favour of his client's title under the bill of sale, they having taken possession of the goods included in the bill of sale before the receiver appointed by this court had taken possession, and without notice of the petition having been filed, and the possession so taken by them being from the moment of such taking sufficient to put an end to the title of the trustee founded on order and disposition in the debtor. On the other hand, it was contended by Mr. Graves, on behalf of the trustee, that his title related back to the moment when the petition for liquidation was filed by the debtor, filing that petition being an act of bankruptcy available for adjudication, and the goods being then in the debtor's order and disposition, with the consent of the creditors, they being the true owners. And the fact that they afterwards determined that consent by taking possession could not have the effect of destroying the inchoate title of the trustee, which afterwards, in due course become consummated by his appointment. And the fact that the creditors took possession very shortly after the petition had been filed and without notice was not material. And it was further pressed upon me that the decision in *Ex parte Homan; re Broadbent*, was not good law, because it ignored the right of the trustee to have his title carried back by relation to the act of bankruptcy committed by filing the petition. If that case had rested upon my own decision and it could have been shown that it was erroneous, I conceive that it would have been my duty, and I should not have hesitated, to disregard it, and carefully to avoid the repetition of an error. My decision, however, was made the subject of appeal, and was affirmed by the Chief Judge. Now unless it appears that the present case differs materially in its circumstances from the circumstances of that case, it will be my duty to follow that decision as an authority binding on me. To ascertain whether there be any material difference between the circumstances of that case and those of the present, it becomes necessary to consider the circumstances of that case carefully, they are as follows: The debtor, Broadbent, in 1868, made a composition with his creditors for 2s. 6d. in the pound. Homan was a creditor to a considerable amount, the debtor's effects were not immediately available, and Homan being a friend of the debtor, agreed to forbear the receipt of his own composition and to advance the debtor a sum sufficient to enable him to pay the composition to all his other creditors. This advance was made and the composition duly paid. By way of security for the advance so made, the debtor assigned to Homan his interest in certain consignments of goods to China, which the debtor had made through a Bradford house (Messrs. Hardy, Nathan, and Co.), the balances on which assignments it was expected and represented by the debtor would be sufficient for the repayment of Homan's advance. And by way of further security,

the debtor on the 30th Oct. 1868, gave to Homan a letter of that date as follows: "I hereby engage to execute whenever required by you to do so, a bill of sale upon my furniture in consideration of your advance of £230 towards payment of my dividend." In Dec. 1869, and May 1870, the balances on the China consignments were realised and paid to Homan, but they were not sufficient to repay him either his advance or his composition. On the 2nd July 1871, Broadbent was served with a debtor's summons by another creditor. On the 4th July Homan instructed his solicitors to press the debtor to execute a mortgage of his furniture in accordance with his letter. The debtor, acting under the advice of his own solicitor, yielded to this pressure, and on the 7th July a mortgage was executed, being in the usual form, making the sum secured payable on demand, and giving an immediate power of sale in default of payment on demand. After the execution of the mortgage, and on the same 7th July, Broadbent filed in this court a petition for liquidation. On the morning of the 8th July Homan, not having had any notice of the petition being filed, demanded payment of the money secured by the mortgage, and payment not being made, he immediately took possession of the furniture, removed it on the 14th and 15th July, and sold it on the 18th and 19th July, and received and applied the proceeds towards payment of his debt, and on the 19th July registered the bill of sale (being within twenty-one days after its date). The debtor's summons not being complied with, Broadbent committed an act of bankruptcy founded on such non-compliance on the 9th July. A petition for adjudication, founded on that act of bankruptcy, was presented on the same day. On the 25th July the meeting of creditors, under the petition for liquidation, was held, and it was resolved that the affairs of the debtor should be wound-up in bankruptcy, and not by liquidation. On the 26th July 1870, the adjudication was made and a trustee afterwards duly appointed. The trustee, on the 5th May 1871, moved before me, first, for a declaration that the mortgage of 7th July 1870 was a fraudulent preference, and that Homan might account for and pay to the trustee the proceeds of the sale; or, secondly, for a declaration that the goods were in the order and disposition of the debtor at the commencement of the bankruptcy, and for directions consequent on that declaration. The first ground, that the mortgage was a fraudulent preference, was the one mainly relied upon, but the evidence showed that it was given upon pressure, and though there might have been, and probably was, a wish on the part of the debtor to secure Homan his debt, that only showed a mixed motive, which was not a ground for holding the mortgage to be a fraudulent preference. As to order and disposition, the argument before me was not on the date of filing the petition, but on the date of the act of bankruptcy on which the adjudication was founded, and that was clearly subsequent to the mortgage (7th July) and to the possession taken under the mortgage (8th July). On the appeal the argument on order and disposition was founded on the filing of the petition for liquidation, and the cases of *Freshing v. Carrick* (1 H. & N. 653) and *Spackman v. Miller* (12 C. B. N. S. 659) were cited and relied on. The counsel in support of the order was not called upon, and the Chief Judge decided that the bill of sale was not a fraudulent preference, and that an agreement to give a bill of sale would not be registered, and the Chief Judge is, by the report represented to have said, "that according to the recent case of *Ashton v. Blackshaw* (L. Rep. 9 Eq. 659) the order and disposition clause of the Bankruptcy Act 1869, does not apply." And the report proceeds:—"I found my judgment on the ground that the bill of sale being given by the bankrupt at a time when he had a perfect right to give it, and being registered within twenty-one days, is a good bill of sale according to the Act." Both those reasons undoubtedly apply with the fullest force to the title of the creditors in this case; but the judgment does not meet the objection founded on the trustees' title by relation to the filing of the petition otherwise than by reference to the law as stated by V. C. Malins in *Ashton v. Blacklaw*. In the subsequent case of *Ex parte Harding, re Fairbrother* (L. Rep. 15 Eq. 223), on appeal from the County Court Judge of Manchester, who was represented to have followed *Homan's* case, treating it as an authority, that the law as stated in *Ashton v. Blacklaw* had been adopted by the Chief Judge—namely, that the order and disposition clause did not apply to a registered bill of sale, the authorities bearing upon that question were fully considered: (*Badger v. Shaw*, 2 E. & E. 472; *Stansfield v. Cubitt*, 2 De G. & J. 222; and *Freshing v. Carrick*, and *Spackman v. Miller*). In his judgment the Chief Judge says: "My decision in *Ex parte Homan* has been misunderstood. There is probably an error in the report; but if I said what is there attributed to me as to the effect of the decision in *Ashton v. Blacklaw* I should desire to recall it. But my decision in *Ex parte Homan* was clearly

in accordance with the law so long established. The main argument in that case was that the execution of the bill of sale was an act of bankruptcy, and my decision turned upon that point. It appears that the bill of sale was executed on the 7th July, and that on the same day, but afterwards, the debtor filed a petition for liquidation. On the 8th July a demand for payment of the money was made in accordance with the terms of the bill of sale, and default in payment being made, possession was taken on the same day. The bill of sale was registered on the 19th July, and the goods were sold on the 18th and 19th July. The debtor was adjudicated a bankrupt on the 26th July, the adjudication being founded upon the failure to comply with the requirements of a debtors' summons which had been served on the 2nd July. There was no suggestion that the creditor, when he took possession knew of any act of bankruptcy. From the time possession was taken all question of order and disposition was at an end. The sale took place before the adjudication of bankruptcy, and the transaction was then completed. The only act of bankruptcy upon which the adjudication was made was the failure to obey the debtor's summons. The case was therefore one of a valid bill of sale, duly registered and acted upon, and the creditor's title perfected by taking possession and sale before adjudication of bankruptcy or notice to the creditors that any act of bankruptcy had been committed. That was the ground of my decision in that case, and it is clear from the subsequent case of *Es parte Brown*, mentioned in Mr. Robson's book, that I had no intention of deciding that the registration of a bill of sale prevents the operation of the reputed ownership clause." In *Re Harding* the dates were these: 9th Jan. 1872, bill of sale executed; 23rd Jan. debtor's petition for liquidation filed; 30th Jan. 1872, bill of sale registered; 12th Feb. trustee took possession of goods in bill of sale; on the same day bill of sale holder authorised an agent to take possession, but no possession was ever taken, nor any demand of payment made by or on behalf of bill of sale holder; 23rd Feb. 1872 the trustee sold. In concluding his judgment, with these facts before him, the Chief Judge says: "In the present case the goods were in the possession of the debtor, as reputed owner, at the commencement of the liquidation, with the consent of the true owner, and the title of the trustee therefore prevails." *Brown's* case, referred to by the Chief Judge, as mentioned in Mr. Robson's book, is stated at page 419, Robson on Bankruptcy (2nd edit.), "I think I am justified in considering that the full explanation given by the Chief Judge in *Es parte Homan*, of the grounds of his decision in *Es parte Homan*, shows that the judgment proceeded upon the consideration of facts which are wanting in the present case, namely, that the transaction was completed by the creditor taking possession of the goods, selling them, and receiving the proceeds before any adjudication of bankruptcy, or any notice of any act of bankruptcy committed, and that the completion of the transaction under the circumstances which existed in that case was the foundation of the decision. Viewing the decision in that light, I apprehend that it does not affirm the proposition insisted upon in this case, that the holder of a bill of sale duly registered, permitting the goods to remain in the order and disposition of the debtor until after the debtor has filed a petition for liquidation, and then taking possession, can overrule the title of the trustee founded upon that act of bankruptcy, by reason that he had no notice of the act of bankruptcy at the time of taking possession. The title of the trustee depends in a case like the present (when no such special circumstances exist as existed in *Homan's* case) simply upon the act of bankruptcy, and notice or no notice appears to us to be immaterial. The 11th section of the Bankruptcy Act 1869 appears to us to be clear, and makes the title of the trustee to commence at the time of the act of bankruptcy being completed. This, in cases of liquidation is completed at the moment the petition is filed, and operates thenceforth for the limited period of six months against all persons dealing with the debtor's estate, whether they have notice or not, so that in this case, the title of the trustee commencing at eleven a.m., on the 23rd Sept., has become complete as from that time, and the goods being then in the order and disposition of the debtor, with the consent of the creditors, the taking possession by them subsequently, namely, at twelve o'clock in the same day, has not the effect of displacing the trustee's title previously acquired. The motion will therefore be dismissed, but under the circumstances without costs; the trustee will take his costs out of the estate. I may observe by way of postscript, that in *Homan's* case, as the object was to give the creditor an effectual security which should be complete by demand made and possession taken before the act of bankruptcy, consequent upon non-compliance with the debtor's

summons, was complete, that object which was held not to be a fraudulent preference might have been accomplished, without raising any question as to the effect of filing the petition for liquidation, if the security instead of being in the form of an ordinary mortgage had been an assignment upon immediate trust for sale and possession taken at the time of execution.

HALIFAX COURT OF BANKRUPTCY.

Wednesday, March 24.

(Before Mr. Registrar RANKIN, sitting for the Judge).

Es parte RANDOLPH AND CO.; *Re* HANSON, PICKLES AND CO.

Petition for adjudication against six, as partners—Previous joint petition for liquidation by four of them as continuing partners—Previous separate petitions for liquidation by the other two, one having lately retired from the firm—Continuing joint liability of all six—Adjudication of bankruptcy ordered against all, with immediate stay of proceedings under the bankruptcy until after the liquidation meetings.

JOINT petition for liquidation by Thomas Hanson, John Jagger, James Hellewell, and Levi Bottomley, therein described as partners, trading under the firm of Hanson, Pickles, and Co., filed 9th March 1875, and meeting of creditors called for 24th March 1875, in the afternoon.

Separate petition for liquidation by William Pickles, therein described as trading under the firm of Hanson, Pickles, and Co., filed 5th March 1875, and meeting called for 24th March 1875, in the afternoon.

Separate petition for liquidation by Samuel Woodhead, therein described as formerly partner with Hanson, Pickles, and Co., filed 12th March 1875, and meeting called for 31st March 1875. Petition for adjudication by Randolph and Co. against all six, viz., Pickles, Hanson, Jagger, Hellewell, Bottomley, and Woodhead, filed 15th March 1875, and founded on the three liquidation petitions as the acts of bankruptcy, and hearing of petition fixed for 24th March 1875, at 11 a.m. Notice was given by the debtors' disputing everything, viz., debt, trading, and acts of bankruptcy, and the case now came on for hearing.

Jordan (instructed by G. Rhodes) for petitioning creditors.

Jubb for four joint petitioning debtors, Hanson and others.

Storey for petitioning debtor Wm. Pickles.

England for petitioning debtor Woodhead.

THE REGISTRAR.—This is an important and, at first sight, complicated case, and I should have much preferred that it should have been heard by the learned judge of this court; but as it happens that there is no regular court day here till the 7th April, and as we are on the verge of the Easter vacation and the liquidation meetings are coming on so quickly, I thought it would be unreasonable to bring his Honour down from London for the hearing of this case only. I do not approve of registrars deciding important points of law unless they are quite clear as to having the support of decisions in the Superior Courts; but I feel pretty confident that in the present instance I have such decisions to guide me. I think it will contribute to the saving of time and trouble if I make a preliminary statement of what I shall and shall not require to be formally proved on this occasion. I shall not require the petitioning creditor's debt to be proved at the exact amount of his claim, but he must prove it to a sufficient amount to support adjudication, and he must show the joint liability of the debtors. As to the trading, I consider it already admitted by all the debtors (except Woodhead) by their own descriptions of themselves in their petitions for liquidation, and as to the acts of bankruptcy I consider them already proved against all six debtors by their having all filed petitions for liquidation: (*Es parte Duignan, re Bissell*, 24 L. T. Rep. N.S. 287).

Storey disputed the sufficiency of the notice of hearing the petition served on his client on account of a clerical omission of a date.

Jordan contended that the objection had been waived by the debtor having afterwards given notice of disputing the adjudication.

THE REGISTRAR overruled the objection for that reason, and also considered it waived by the debtor being then present at the hearing.

Jordan then opened the case of the petitioning creditor, referring to Rule 266 as to the propriety of adjudication, submitting that the petitioning creditor's debt was established by the lists of creditors filed with the liquidation petitions, in all of which the petitioning creditor was inserted as a creditor for above £1200. He also relied on their having described themselves in their petitions as traders and partners [THE REGISTRAR.—Excepting Woodhead] as showing their joint

liability, and upon their filing their petitions as sufficient acts of bankruptcy.

THE REGISTRAR, however, having expressed a wish to hear some evidence as to the debt,

Mr. Learoyd, receiver under the petition for liquidation, was called as a witness, having examined the books of the firm; but was objected to by Jubb, who thought the books themselves ought to be produced, but the Registrar having allowed the examination to proceed, the witness stated that it appeared from the books of Hanson, Pickles, and Co. that there was about £1400 owing from them to Randolph and Co. on a balance of accounts.

Mr. Randolph, petitioning creditor, then proved that at the date of Woodhead's retirement from the firm of Hanson, Pickles, and Co. (of which he admitted having had notice in February last) there was a large sum (far above £250) owing to him from that firm on a balance of accounts.

Jubb, in opposing adjudication, argued that there was no proof of a continuing partnership including Woodhead.

Storey urged that this was not a case for Rule 266 to be acted upon by the court; there was no adequate ground for the court to interfere with liquidation.

England, for Woodhead, the retired partner, confessed that he could not upset the proof of petitioning creditor's debt, or the act of bankruptcy, and did not press the point of trading, but urged a stay of proceedings under the adjudication, if made.

THE REGISTRAR.—With reference to Mr. Jubb's remarks as to want of proof of a continuing partnership between all the six debtors, I do not think such proof necessary. The question we have before us is as to a continuing joint liability. The law is clear that, after dissolution as to one retiring partner, he still remains liable as regards transactions previous to his retirement: (*Lodge v. Dicus*, 3 B. & A. 210, and *David v. Ellice*, 5 B. & C. 196.) I consider that a good petitioning creditor's debt owing from all has been satisfactorily proved, and trading also, and that the filing of the three petitions for liquidation constitutes acts of bankruptcy on which to found adjudication. Then as to the applicability of sect. 80 of the Act, sub-sect. 10; sect. 125, sub-sect. 12; and Rule 266, to the circumstances of the present case, I think that this is precisely the sort of case in which to make them available. Doubts have been expressed as to the necessity or propriety of an immediate adjudication; but it appears to me that protection of the property for the safety of the creditors is sufficient ground alone for adopting that course. I admit, however, that in the spirit of the statute it is desirable that the creditors should have an opportunity of expressing their preference for liquidation, if indeed they should wish to take the affairs out of bankruptcy. I therefore make an order of adjudication against all six debtors, but shall instanter stay proceedings under such adjudication, until the day after the last of the three liquidation meetings, which I find is fixed for the 31st March inst.; and I think I have abundant authority for such a course in the following reported cases, viz.: *Es parte Ashworth*; (*30 L. T. Rep. N. S. 906*); *Es parte Foster*; (*re Pooley* (31 L. T. Rep. N. S. 399) and *Lisardi's case* (LAW TIMES, vol. liv, p. 380).

Adjudication made, with stay of proceedings till after liquidation meetings.

ROCHESTER COUNTY COURT.

Tuesday, March 2.

(Before J. J. LONSDALE, Esq., Judge.)
Re THOMPSON.

Registration of Resolutions—Second petition—Practice.

THIS is an application to me to reverse the decision of the Registrar refusing to register the resolution under a second petition for liquidation, the composition under the first not having been paid. In my opinion the registrar was quite right in so refusing. This seems to me to be a much stronger case to justify a refusal than *Re Sydney and Wiggins*. There the creditors under the first petition had notice of the second petition, and at a meeting composed of creditors under the first as well as under the second petition, a resolution was passed by the statutory majority, accepting a certain composition, yet the Lords' Justices confirmed the decision of Mr. Registrar Hazlitt, sitting as Chief Judge, upholding the refusal of Mr. Registrar Keene to register the resolution under the second petition. The ground upon which they did so was, according to the report in the Weekly Notes (Jan. 23, 1875, p. 3), that two compositions cannot go on at the same time; and they held, in addition, according to the report in the County Courts Chronicle, for Feb. last, p. 37, that "the resolution, if registered, would be invalid against the creditors under the first petition, and they were therefore invalid against



subsequent creditors." In the present case the names of the creditors under the first petition were intentionally omitted from the list filed with the second petition, and so, of course, those creditors could not be bound by any resolution passed by a majority of the new creditors only; and this seems to be the ground relied upon by Mr. Hayward for asking me to direct the Registrar, all the statutory requisitions having been complied with, to register the resolution under the second petition. No doubt when a composition is not paid at the time appointed, creditors are remitted to their original rights, and these by the 7th sub-section of sect. 126 of the Bankruptcy Act 1869, cannot be affected or prejudiced by the provisions of a composition accepted by an extraordinary resolution, except in the case of those creditors whose names and addresses, and the amount of the debts due to them are shown in the statement of the debtor produced at the meetings at which the resolution is passed. For this reason Mr. Hayward argues that since the rights of the old creditors cannot be affected by the resolution passed at the meeting of the new creditors, it was the duty of the Registrar to register that resolution. But it would be most inequitable if, a debtor having failed to pay the composition under the first petition, his old creditors were allowed to recover, if they can, in an action at law the full amount of their debts, while the creditors under the second petition would have to be satisfied with a small composition. But, independently of this, it appears to me that if a resolution passed under a second petition by a meeting consisting of both old and new creditors cannot, on the authority of *Sydney's* case, be valid, *à fortiori*, a resolution passed by a meeting of the new creditors only, no notice having been given to the old creditors, cannot be valid. And indeed, the Lords Justices, as already mentioned, have decided that a resolution under a second petition, if invalid against the creditors under the first petition, would therefore be invalid against the creditors under the second. The case of *Re Russell* is not in point, except in so far as Lord Justice Mellish stated that if the former liquidation proceedings had been still pending he would have thought, in conformity with the decision in *Ex parte Sydney*, that it would not have been competent to the debtor to present a second petition. The conclusion I have come to is that the registrar was right in refusing to register the resolution under the second petition; this application must therefore be refused.

WANDSWORTH COUNTY COURT.

Tuesday, March 16.

(Before H. J. STONOR, Esq., Judge.)

Re VICKERS; Ex parte BARKER.

Proof of creditor, which would have turned the election of the trustee rejected at the first meeting, admitted by the court, and the person for whom he voted declared to be trustee without a new meeting.

Finlay Knight for the applicant.

Robson for the trustee.

THIS was a motion adjourned from the Kingston County Court. The applicant, a jeweller in Bond-street, had in the course of three months sold to the bankrupt, a young man just of age, jewellery to the alleged value of more than £1000; and at the end of some months, having failed to obtain payment, presented a petition against him in the Kingston County Court, on which he was adjudicated bankrupt. At the first meeting the petitioning creditor tendered his proof for £1000 and upwards, but it was objected to by the creditors on the ground of the alleged monstrously extravagant prices charged for the jewellery in question. The proof was rejected, and a trustee was chosen by the other creditors, the petitioning creditor having tendered his vote, which would have turned his vote for another person. The petitioning creditor now applied to have his proof admitted, and the person for whom he voted declared to be trustee. The applicant went into evidence showing that the prices were in almost every instance marked on the articles in question, and were always known and agreed to by the bankrupt, and that the prices were reasonable, and were the usual prices on first-class jewellery at the West-end of London. No evidence was given to disprove the knowledge and agreement of the bankrupt as to the prices, but some evidence was given tending to show that the latter were exorbitant.

His Honour decided in favour of the applicant, and directed that the proof should be admitted, and that the person for whom the applicant tendered his vote to be declared trustee without directing a new meeting, following the case of *Ex parte Stallard* (2 Mont. D. & D. 469), under the old bankruptcy law, it being admitted that there was no case in point under the present Bankruptcy Act 1869.

LEGAL NEWS.

THE LORD CHIEF JUSTICE.—The Lord Chief Justice of England was present at a dinner of the Southampton Chamber of Commerce on Wednesday. The toast of his health having been drunk, the Lord Chief Justice, in rising to respond, was very warmly received, the whole company standing. He said: "I am wholly at a loss for words to express my sense of this reception, and of this cordial and kindly welcome. It is now seventeen or eighteen years since I had the honour of meeting the Chamber of Commerce of Southampton. It is nearly twenty years since my public relations with the town ceased, and it is nearly thirty years since my public relations with the town commenced. I associate the name and recollection of Southampton with the happiest epoch of my life. The years to which I have referred are the transition from manhood to old age, and I know nothing which can by any possibility have afforded me more heartfelt and sincere gratification than to come back after this chasm of years to Southampton, and meet with such a reception as I have met with to-night. (Cheers.) To think that you have watched my public career from my old associations with Southampton, and that you are not ashamed of having been represented in Parliament by me; to think that you have looked upon my public life, and are still prepared to give me the greeting and the welcome you have bestowed upon me, is about the highest reward that a public life can possibly ensure to a public man. (Cheers.) The happiest period and the best portion of my life was that which I passed in your service. I look back upon it as the happiest period of an active public career in that profession of which I have ever been proud, and to which, I hope, I have done no dishonour. (Loud cheers.) It is an occupation pregnant with energy and pleasure, and to combine with that position that of an officer of the Crown, and to be at the same time representative of Southampton, appeared to me to be the height of ambition to which any man could possibly aspire. (Cheers.) Bitterly did I lament the time that I had to abandon that position. (Hear.) But a man must go on with the stream of professional advance, and he does not deserve to belong to the profession if he hesitates to take the step of promotion which circumstances offer. I nevertheless bitterly regretted I had to sever my associations with the House of Commons and with the town of Southampton as its representative in that House. I can conceive no greater charm of life than to hold high judicial office and to be member for a borough such as this. I could not do both in the office which I had to step into. There is a man who does, and Southampton was never more worthily represented than by him—the Recorder of London. (Cheers.) Gentlemen, I say it in all sincerity, I tremble when I think I am Lord Chief Justice of England. I know the seat I occupy, and I remember the men who have gone before me; and if I could change my position for anything, it would be for that of Recorder of London and member of Southampton. (Cheers.) I have the misfortune to differ in politics from my most respected, honourable, and learned friend, and I would rather see Southampton—well, I won't say that of him personally—but if it was represented by any one else, I would rather see it represented by one of my own sort—(loud laughter and cheers)—but if there is to be a Conservative member for Southampton, let it be my right hon friend Mr. Russell Gurney. (Cheers.) I am most deeply sensible of the honour done me this day in asking me to attend this reunion, giving me the opportunity of meeting so many old friends; but, alas! the pleasure of doing that is painfully tempered by the absence of many who, after the lapse of years, have disappeared from the scene; but yet it is a most exquisite pleasure and satisfaction to me to be present in this place and in this room, addressing a body of the inhabitants of the place I so long represented. That approbation and that reception is to me a gratification past all power of expression; it tells me that calumny and abuse—(loud and continued cheering)—are of no avail. Gentlemen, the viper tooth of calumny is sharp, its poison is deadly, and the fable tells us that the viper does not fix its fangs in you with the less deadly hostility because you have cherished it in your bosom; and the fable tells us also that there are things upon which the tooth and the poison of the viper are spent in vain. (Loud cheers.) One of those things is the confidence, however it may be wanting in deluded, infatuated, and ignorant multitudes, which in this great country all classes of thinking, educated men entertain in the integrity of the Judicial Bench. (Loud applause.) You have toasted to-night the sovereign of those realms, the foundation of all power. You have toasted also the army, navy, and volunteers—those gallant fellows, who are ever ready to risk their lives at any moment in the defence of their country and the

maintenance of its honour and its glory; but there is an element in the State no less important than all these—that is, the administration of justice. (Applause.) One of the great safeguards of the constitution has been the confidence of the people in the purity and integrity of that administration—(hear, hear)—and was to those who seek to undermine that confidence, and who, by calumny and vituperation of the most determined and villainous kind, seek to shake the confidence of the people in the administration of justice. I ought to apologise to you, but it seems so natural for me to speak to the inhabitants of Southampton that, if I did not put a restraint upon myself, I should, I believe, go on all night. The learned judge concluded, by expressing renewed thanks for the toast. The visit of the Lord Chief Justice to Southampton was made the occasion of a miserable attempt on the part of the "Local Tichborne Defence Committee" to annoy his Lordship. Boys and men were engaged to parade the town with boards denouncing the "Tichborne Persecution," and indirectly attacking the learned judge. The police, however, much to the satisfaction of the intelligent portion of the community, seized the boards, and thus prevented any breach of the peace.

A DRAPER at Leeds, and the proprietor of the *Yorkshire Independent*, a paper established two weeks ago to advocate the cause of Dr. Kenealy and the convict Arthur Orton, has been summoned for having published a malicious libel upon Mr. Curwood, the Town Clerk, accusing him of being deficient in his knowledge of law; that he did little else but blunder and involve the town in expense; that he fed and fattened at the cost of the ratepayers; that he was never worth half his salary (£1250); and that if the Corporation paid him the sum yearly to get rid of him it would be the best day's work they had done for a long time. The defendant, who offered no apology, was committed for trial at the present assizes, bail in £1000 being taken.

LAND TRANSFER BILL.—Mr. H. B. T. Strange-ways writes to us from the Temple:—"In reference to the proposal that the description given in the register shall be made conclusive as to boundaries or extent of registered land, allow me to mention that some six or seven years ago there was laid before the Parliament of South Australia a return showing the cases in which it was admitted by the Registrar-General that the same land had been included in two different certificates—that is to say, in which there were two different registered proprietors to the same land. In South Australia the register is not conclusive as to the boundaries, so the errors are not so injurious as they otherwise would be. There is one matter in respect to which it does not quite clearly appear what the intention of the Lord Chancellor is—that is, the case of a person getting on the register by forgery or fraud, and of a *bona fide* purchaser from such person. It appears that in respect to the person actually guilty of forgery or fraud the courts will set the matter right, but with respect to a *bona fide* purchaser for value without notice of such forgery or fraud, the intention is not clear. This point gave rise to so much discussion in South Australia, and is so very important, that I think attention should be directed to it."

COST OF PROSECUTIONS.—When the Treasury minute promised by Mr. Cross is laid on the table of the House we shall be able to form an estimate of the value of the remedy proposed to mitigate the grievance caused by the disallowance of the costs of criminal prosecutions. In the meantime it can scarcely be expected that the country will derive much satisfaction from anything less than the full and unrestricted allowance of those sums which have been previously taxed and allowed by the proper officer. Payment of a sum based on an average of sessional prosecutions fails to meet the justice of the case. Such an average amount could only be awarded upon the supposition that by means of this mode of payment counties should suffer no loss. It has been before pointed out that for many years the officials at the Treasury have been busy reducing the amounts claimed, and so reducing the average. We shall be anxious, therefore, to learn whether the average is to be calculated upon the average of claims made—that is, the actual costs—or upon the average of payments made by the Treasury in respect of those claims. The difference would, of course, be material, and the result would, we think, in either alternative prove anything but satisfactory. A curious result of the exercise by the Treasury of its oversight over the public purse has occurred to one important public officer. This gentleman, who performs a large amount of important work, is entitled to receive a certain maximum amount for clerical assistance. On one occasion he performed in his own person a considerable portion of the drudgery for which he might have employed paid assistants. By this means his claim for clerks' work was reduced to less than one-half the permitted maximum. In the following

year, when his claim nearly reached the maximum, he was met by the Treasury with a call for explanations, and experienced the greatest difficulty in getting his charge allowed. Since that time he is compelled, in self-defence, to employ all the assistance he may require, lest a claim for an unusually low amount should be used as a precedent against him in subsequent years. Although this particular case applies only indirectly to what may happen with respect to the costs of prosecutions, it should be a warning to the Treasury against rejecting or unduly reducing proper claims on the public purse. As it is admitted that the evils complained of are serious, we hope a remedy will be provided.—*Globe*.

THE WILLS OF GREAT LAW-MAKERS.—The fact that the wills of two Lord-Chancellors, within as many years, should have occasioned grave difficulty, is not a little remarkable. Lord Westbury's will, carefully prepared by himself, was said to be exceedingly hard to construe by the Master of the Rolls. In the case of Lord St. Leonards the difficulty is still more grave. His will, written "in his own handwriting, on five or six sheets of old quarto white letter-paper," has been lost, and the advertisement declares that it has been "lost since August, 1873." Unless the document is forthcoming, the presumption of law may possibly be in such a case that the testator destroyed this will *animo revocandi*, and serious results to his family may be the consequence. It is curious how often the wills of eminent lawyers have occasioned litigation. Lord Chief Justice Saunders appears to have made a speculative device, upon the validity of which his executors—Maynard, Holt, and Pollexfen, all great lawyers—were divided in opinion. The wills of Lord Chief Justice Holt and Mr. Serjeant Maynard were the subject of Chancery proceedings. So was the will of Chief Baron Thomson. Mr. Serjeant Hill's will was "so singularly confused that, but for the respect due to the very learned serjeant, it might, not unreasonably, have been held void for uncertainty." The will of Sir Samuel Romilly was inartificially drawn. The will of Mr. Bradley, the celebrated conveyancer, was set aside by Lord Thurlow for uncertainty: "and a late learned Master in Chancery directed the proceeds of his estate to be invested in Consols in his own name."—*Pall Mall Gazette*.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

BUILDING SOCIETY MORTGAGES.—As there appears to be a great difference of opinion with respect to the liability of mortgages to building societies incorporated under the Act of 1874 to stamp duty, I beg to send you copy letter received from the authorities at Somerset House, and also copy of a communication I have addressed to Mr. W. T. Charley, M.P., upon this subject.

J. BALLARD.

COPY official letter as to building societies mortgages:—Inland Revenue, Somerset House, London, W.C. 25th Oct., 1874.

Gentlemen,—With reference to the inquiry contained in the letter recently addressed by you to the Board of Inland Revenue, I am directed to acquaint you that all mortgages to building societies under 37 & 38 Vict. c. 39 are liable to stamp duty. I am to add that the 7th section of the Act above quoted repeals the 6 & 7 Will. 4, c. 32, except as to any subsisting society certified under the said Act, until such society shall have obtained a certificate of incorporation under this Act, viz., 37 & 38 Vict. c. 42.—I am, Gentlemen, your obedient servant,

Messrs. Waterlow and Sons.

(Copy.)

Accrington, 13th March, 1875.

Dear Sir,—Enclosed I beg to forward you copy of a communication I have received from Messrs. Waterlow and Sons, with reference to stamping mortgages for sums not exceeding £500 to building societies incorporated under the Act of 1874. It appears to me that the Legislature never intended that mortgages to such societies for sums not exceeding £500 should be liable to stamp duty, because it is contrary to the spirit of the previous Building Societies' Act, and places societies formed since the commencement of the Act of 1874, and which are compelled to be incorporated under it, in a most unfavourable position with respect to other societies, the deeds of which are exempt from stamp duty. In this town there are a great number of building societies, and if those incorporated under the Act are compelled to have their deeds stamped they will do very little business indeed, and a considerable check will be given to the habits of saving and carefulness amongst the working classes, for whose benefit the Building Societies' Acts have been passed. I venture to place this matter before you, in the hope that you will be able to get a clause inserted in the Bill now before Parliament, placing building societies incorporated under the Act of 1874 in the same position with regard to stamp duties as other societies now are.—I am, dear Sir, yours faithfully,

J. BALLARD.

W. T. Charley, Esq., D.C.L., M.P.

BANKRUPTCY REFORM.—The pages of your journal—not to speak of the London daily newspapers—suffice to show how fertile a subject this is for suggested plans, every practitioner prescribing a separate nostrum. Among other pioneers perhaps you will admit a few suggestions from one whose experience, first as a practitioner in the old bankruptcy courts of thirty years ago, comprising the London Court of Bankruptcy with the district courts of Liverpool, Manchester, Birmingham, Bristol, Exeter, Leeds, and Newcastle, and the Court of Review for Appeal, as well as some knowledge of the previous system of local country commissioners, and of the former Courts for the Relief of Insolvent Debtors, and lately as an officer of the courts possessing jurisdiction under the Acts of 1861 and 1869 may justify the attempt. The old system of half a century ago, administered by local country commissioners, was, and ever since has been universally condemned as inefficient and extravagantly expensive. The substituted metropolitan and district bankruptcy courts already referred to, though an improvement, proved a failure. The transfer of insolvencies and of limited bankruptcies to each County Court where the debtors resided had several advantages, but the system established by the Act of 1869 possesses more recommendations than any which preceded it. I am of opinion the present courts contain the materials for perhaps the best system practicable, and that what is required is to perfect its machinery and improve its details and operations. The first and foremost objection under every system has been and is that in the great majority of instances the creditors receive no—or no appreciable—dividend. The cause of this for the most part is, not the badness of the system, but the fact that the debtor is not forced into bankruptcy until he has spent or disposed of all or nearly the whole of his assets. The debtor never resorts to and is seldom driven into bankruptcy until he has exhausted his property. This is the principal cause of unproductive bankruptcies; it ever has been and ever will be. The remedy rests with the creditors, who should be more vigilant over their debtors, and should institute proceedings as soon as they find them unable to meet their engagements. This is now seldom done till nothing remains of the debtor's estate but its skeleton. Objection is made to the present system that its functionaries,—the judges and registrars—are not equal to the old centralised staff of London and district commissioners. This may be conceded, but the much greater inconvenience and expense of centralised courts would outweigh the less skilful administration of the more local tribunals. Besides, the chief advantages of bankruptcy are cheap and speedy procedure in easily accessible courts. Withal, there now exists the most general right of appeal to the most competent tribunal with the least delay and cost, to correct the errors of the local functionaries. The basis of the system established by the Act of 1869 is local administration by the creditors themselves. Experience proves that this principle, though correct, has been carried to excess. In the first place, as suggested in a letter which appeared in your number for 26th Sept. last, the registrar should preside at all or most of the meetings held in bankruptcy and liquidation to prevent the injustice and foul play enacted by chairmen elected by interested creditors, and too often by the debtor's friends to carry him through successfully. Secondly, the trustee system, which has, in the majority of cases, vested all power in that official and enabled him to pocket most extravagant sums by way of remuneration, and to employ a solicitor, who helps to divide the spoil, should be reformed and placed under such restrictions that he will be no longer omnipotent and the only person, besides the attorney, who is enriched by the wreck. Thirdly, solicitors' bills have been made out and taxed on a much too liberal scale. The assets in most bankruptcies have hitherto gone into the pockets of the trustee and solicitor. Hence the avidity of these parties to secure the conduct of bankruptcies and liquidations. Fourthly, the proxy system should be very much modified, and a fresh proxy made necessary for every new meeting. Fifthly, there should be a higher and lower scale of professional costs, as in actions and suits in the superior courts, and I would suggest the line at £500 of estate, under which the scale of fees should be moderate and reasonable. In conclusion, I would express my conviction that under no conceivable system will the interest of the creditors be protected unless they interfere in the conduct of the matter, and control its affairs.

J. J.

COUNTY COURT JURISDICTION.—In your paper of the 20th inst. you reported the case of *Payne v. The South-Eastern Railway Company*, heard before J. E. Foote, Esq., at the Reigate County Court, in which Mr. Lewis, who applied for a new trial on behalf of the company, quoted a decision to the effect that a railway company can only be served with a summons at the station where the

directors meet—that being, in this case, the London Bridge Station. The judge, it seems, was much surprised at this, and after looking at the book from which Mr. Lewis quoted, admitted this was so. Now, on referring to Rule 58 of the County Court Rules, 1868, I find it is ordered that "service of the summons may be effected on a railway company or other corporation by delivering the summons to a secretary, station master, or clerk of the defendant, at any station or office of the defendant within the district of the court in which the summons is to be served." Evidently this rule was overlooked both by his Honour and Mr. Lewis. I, therefore, call the attention of your readers to the point, in order that they may not be misled by his Honour's decision.

AN ARTICLED CLERK.

ACCOUNTANTS' NOTICES.—I send a copy of one of those numerous applications now made by accountants, and which I think should be at once restrained.

Offices of the Bristol, West of England, and South Wales Trade Protection Society.
Athenaeum Chambers, Nicholas-street, Bristol,
March 22, 1875.

P 16982

SIR,—I am instructed by Messrs. Organ Brothers, of Wington, to apply to you for immediate payment of their account, £1 13s., and to inform you that unless I receive the same, together with 1s. 6d., my commission for this application, on or before the 25th inst., I shall cause immediate proceedings to be commenced against you for recovery thereof without further notice.—Your obedient servant,
JNO. PARSONS.

Mr. J.

EFFECT OF A PARDON.—As the writer of the letter in the *Law Journal*, which is animadverted upon in an article in your last number, may I be allowed to offer an observation? The writer of the article has hardly apprehended the point of my contention, which was, that a pardon after conviction, and after sentence suffered, does not remove disabilities for public offices. None of the old authorities cited by him appear to touch this point, as they all either refer to pardons before conviction, or to the mere remission of punishment, penalties, and forfeitures, which, of course, the Crown could always remit before they were actually suffered or inflicted. None of those who show that a pardon after sentence suffered removes disabilities for offices of public trust where the subject has a right of challenge, as that of a juror. And if there are any modern dicta to that effect they are *obiter*, or of no authority, because going beyond the ancient doctrine on the subject. The statute in question (9 Geo. 4) only says that sentence endured shall have the effect of a pardon, i.e., of a pardon after sentence endured; and in the edition of Archbold's Criminal Pleading, edited by Lord Chief Justice Jervis and Mr. Welsby, it is stated that a pardon would not remove the disability caused by a conviction (p. 140).

W. F. F.

THE LAND TITLES AND TRANSFER BILL.—Kindly permit me space to say a few words in reference to the proposed Land Titles and Transfer Bill. I observe that the Lord Chancellor is now of opinion that it would be utterly impossible to make such a measure compulsory. All country solicitors of practical conveyancing experience are precisely of the same opinion, and so am I. I have been a conveyancing clerk in country offices of very extensive conveyancing practice for upwards of twenty years, and I can clearly see that if the Bill, with its compulsory clause, becomes law all small purchasers of real property, say under a £1000, will be saddled with about double the expense they now pay for their conveyances, to say nothing of the great delay and inconvenience registration must necessarily entail in every instance. My experience in conveyancing warrants the assertion that the average cost of preparing and completing conveyances of property in the Midland Counties in cases where the purchase money does not exceed £300 is £3; £500, £5; 1000, £7 10s.; £1500, £10, and so on progressively; that in fifteen cases out of twenty the purchase money does not exceed £300; that in about the like number of instances one and the same solicitor acts for both vendor and purchaser; and that in urgent cases, and when time is an object, purchases are frequently completed within a week or ten days from the time instructions are received from clients. Now, I would ask, is it at all probable that property could be so cheaply and expeditiously transferred by the machinery of the proposed Bill? All solicitors acquainted with conveyancing well know that it could not; but they are almost all silent on the point, as in the event of the measure becoming law they can clearly decry in the distance double remuneration and treble work. There is yet more to be said on the subject. I have by every means in my power endeavoured to ascertain whether the measure is

called for or required by the country, but have entirely failed to discover that it is. The people do not ask for it, and the majority of landowners would not if they could register their titles, for many reasons which I could point out. They—to use their own phraseology—"like to keep their own sheepskins," and many of them would not even have it known that they possess them, much less would they, as would be the case in registration, expose defects, mortgages, and other private dealings with their property. There is, however, one thing required with reference to the transfer of property, and that is a scale of law charges to be received by solicitors as remuneration for the conveyance, mortgage, and other legal transactions of such property fixed by Act of Parliament.

LEX.

BANKRUPTCY REFORM.—The P.S. to Mr. Bolland's letter which appeared in your edition of the 27th ult. says "The other day at Preston the ordinary notices to creditors of first meetings were objected to because they only bore the 1d. stamp, sufficient for their carriage through the post, a general order having been received from Mr. Nicol to insist upon a penny stamp." I may, perhaps, be permitted to state that the order in question does not refer expressly to "penny stamps" or to bankruptcy proceedings, but is a general one and worded as follows: "All proceedings, warrants, and summonses must be sent by letter and not by book post." The order was issued above twelve months ago, and it has since been the custom at this and neighbouring courts to require all proceedings (bankruptcy or otherwise) to be posted in accordance with the terms of the order or instruction, and in very few cases has demur been made, but on the contrary, approval expressed at the alteration. Creditors have oftentimes expressed a preference for sealed or covered communications in lieu of loose and open ones generally under the book post system.

H. LIVESLEY, Chief Clerk.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

142. **ASSAULT—REMEDY.**—A serious assault has been committed on a woman by which she has sustained severe bodily and pecuniary damage. Can she summons the man who committed the offence before the magistrates and afterwards sue for damages in the County Court? The cases on the point will oblige.

A SUBSCRIBER.

143. **WILL—TRUSTS.**—Testator appoints trustees of his will generally. After sundry bequests he devises certain real property to his two grandsons absolutely as tenants in common. At testator's death the grandsons are under age. Is the property devised trust property until the grandsons attain twenty-one, and should the trustees retain possession of the deeds and manage the property in the meantime, or would they be freed from all responsibility by handing the deeds to the father of the grandsons as their natural guardians, and taking his receipt for same? The will contains the usual maintenance clause. How also should the executors act with regard to an absolute bequest of testator's furniture to a grandson who at testator's death is under age, there being otherwise enough to pay debts?

SUBSCRIBER'S CLERK.

144. **BANKRUPTCY.**—A debtor files a petition for liquidation, several actions are restrained in the meantime. No resolution is come to at the first meeting, whereupon the debtor immediately afterwards filed another petition for liquidation through another solicitor. Is the solicitor engaged in the first petition entitled to his costs as he would be in the event of bankruptcy? Are there any cases on the subject?

A YOUNG SOLICITOR.

Answers.

(Q. 117.) **LEGACY.**—The legacy under these circumstances would lapse. But if a legacy be given to a person to be paid when he attains the age of twenty-one years, the legacy is considered to have vested, and will be payable to the administrator of the legatee if he should die under age.

R. G.

(Q. 126.) **LAPSE—RESIDUARY LEGATEES.**—In reply to "J. M.'s" answer to this query, I will ask him next week to be kind enough to reconsider after reference to authorities to which I will then ask his attention, showing that the rules as to lapsed devises or bequests falling into residuary dispositions do not apply where the subject matter which has lapsed is itself a share of residue. I conclude that "J. M." contends that if a will contains a residuary clause and some one residuary legatee survives, there cannot be any undisposed of estate, real or personal. Will the gentleman who inserted the question object to repeat it, giving rather more amply the words of the will to avoid misconception.

S. B. E.

(Q. 136.) **ARTICLED CLERK.**—We inadvertently omitted to add to our answer to "J. E. H." in our last issue, that an articled clerk who is a minor can only

present himself for final examination while a minor on obtaining a judge's order for the purpose, and for this purpose a special application is necessary, supported by an affidavit.—ED. SOLS'. DEPT.

(Q. 129.) **VENDOR'S AND PURCHASER'S ACT, 1874.**—**ERRATUM:** In the answer to this question as inserted in the LAW TIMES of the 27th inst., for "testing" read "vesting" in the last line but one.

LAW SOCIETIES.

PORTSMOUTH AND GOSPORT LAW SOCIETY.

A PRELIMINARY meeting of the members of the Profession in these districts was held at the County Court, Portsmouth, on Tuesday last the 30th instant. There was a large attendance of solicitors, and Mr. Cousins (Clerk to the Justices of Portsmouth) was, after some discussion, elected chairman. The following are among those who attended:—Messrs. W. Pearce, Henry Ford, W. A. Way, W. Marshall, W. H. Ford, Charles Ford (of London), D. M. Ford, R. Mawin, A. S. Blake, G. Feltham, A. C. Burbidge, W. H. Herrington, H. C. Way, and R. Chamberlain. There were several other gentlemen, among them, Messrs. C. B. Hellard, C. H. Binstead, R. W. Ford, Howard, George, Besant, and Harvey, who were unable to attend on account of pressure of business and other circumstances, but who favoured the formation of a law society. Mr. Pearce (the senior member of the Profession present) proposed that Mr. Cousins should occupy the chair, he being especially familiar with the objects of the meeting, which was seconded by Mr. W. A. Way and carried.

The Chairman said that they were all aware of the object they had in view, and that was to re-establish a Law Society which once existed in this town (hear, hear), of which Mr. C. B. Hellard was the president, Mr. Albert Besant the treasurer, and himself the honorary secretary. It existed for some two or three years, and then, he was sorry to say, it came to an untimely end. It, however, had looked very promising as they had had eight or nine quarterly meetings. The subscription of that society was one guinea, and the president of the society was constituted one of the extraordinary members of the council of the Incorporated Law Society. It was proposed to re-establish the society, and, having gained experience by a past failure, they were endeavouring now to establish a society in several respects on a different footing (hear, hear). In the first place it was proposed to meet once a quarter in some convenient place, and at a convenient period of the afternoon, and instead of a guinea per annum, to ask the members to give a nominal subscription of five shillings. They did not want money, as that was not their object; it was simply a protection society; stationery, postages, and a few things of that kind being all that money was required for, and he thought that five shillings would be ample for every purpose. He might mention that not only is there a large protection society in London, but he was told by Mr. Charles Ford, of London—to whom he tendered his sincere thanks for coming there and bringing about the meeting (hear, hear)—that in all the large towns in England there were law societies formed, and the importance of those societies was felt to be considerable. (Hear, hear.) The object was not for the purpose of meeting together and debating, but for the purpose of protecting themselves, and advancing their interests. The law was on their side, and they intended carrying it out, and enforcing its provisions. It seemed a discreditable thing that, having the law on their side, they should quietly stand by and allow other persons who had very often but little education, and who had been to no expense, to encroach upon them and usurp their business. (Hear, hear.) The accountant should carry out legitimately the business of an accountant, and he knew one in the town who never encroached upon anything in their profession, but confined himself to the particular business of his own occupation. But at the same time there were a few who did not scruple to give professional advice, who started proceedings in various courts of justice, men of unscrupulous character who shared the profits, and it was for the purpose of preventing those persons from so doing and usurping the legitimate rights of solicitors, and to protect the public against them, that such a society should be established. How was it that gentlemen objected to take the initiative in such matters? Why, it was because they did not like to take proceedings against what they called near relatives of the Profession. If he had a case of that kind brought to him he should say he agreed that it was most objectionable, but at the same time he would rather not take it up. It was most invidious to take proceedings against an accountant, auctioneer, or agent, who was not carrying out his legitimate practice. But in a society they were in unison and strengthened, and if they were all united in endeavouring to support their common profession, there could be

no invidious distinction with reference to any member. There were many legislative proposals which were inimical to their profession, but he did not say they ought to oppose a measure simply because it did not suit the views of lawyers. In conclusion he assured gentlemen that the influence of the country solicitors was very much stronger than that of the London solicitors, for it was the country solicitors who had a great deal to do with returning members to Parliament. They would see in a moment what he meant, the country solicitors had a vast amount of influence, and the members of Parliament knew it, with reference, for example, to the Transfer Bill, and the result was, he had no doubt, a most agreeable one. He thought he had said enough to convince them that it was most desirable to form a society in this town.

Mr. W. Pearce rose with much pleasure to propose that a society be established according to the rules and regulations mentioned by the chairman. Mr. Charles Ford would perhaps favour them with a copy of the rules of other societies, and he did not think they could do better than form a society and carry them out, as only lately they had seen the many Bills that had been brought before Parliament, and which had materially affected the Profession.

Mr. A. S. Blake suggested that they should include Gosport in the society.

Mr. Pearce thought they had better call it the Portsmouth and Gosport Law Society, but that would not prevent any gentleman becoming a member who resided beyond those districts.

Mr. W. A. Way seconded the resolution, which was then carried unanimously.

Mr. G. Feltham suggested that the society be composed of a president, and three vice-presidents, a secretary, and treasurer.

Mr. W. Marshall agreed.

Mr. W. Pearce proposed that Mr. Charles Bettsworth Hellard be the president of the society.

The Chairman thought that unless it was very strongly pressed upon Mr. Hellard he would decline the office, as he was so discomfited by the failure of the former society.

Mr. Blake suggested that Mr. W. Pearce and Mr. Thomas Cousins should wait upon Mr. Hellard and urge upon him to take the office of president.

A discussion then took place as to appointing vice-presidents, but Mr. Charles Ford thought the society should not be too ambitious, and that they should have as few officers as possible, at all events for the present.

The chairman also expressed an opinion that if Mr. Hellard was president of the society they would never have need of any vice-presidents. (Hear, hear.)

Mr. George Feltham had very great pleasure in proposing Mr. Thomas Cousins for the office of Hon. Secretary.

Mr. Charles Ford thought they could not do better than elect Mr. Thomas Cousins as the hon. secretary, as he was one of the few who took a deep interest in the former society, and indeed in the welfare of the Profession, and he had very great pleasure in seconding the proposition, which was then carried.

The chairman said that Mr. Albert Besant was the treasurer of the former society, and he having then carried out his duties most satisfactorily, he proposed that Mr. Besant be the treasurer of the society.

Mr. Burbidge seconded, and the proposition was carried unanimously.

The chairman said the next question would be about the subscription of the society, and it occurred to him that it was very evident they would not spend much, for although the former society failed, it did not fail for want of funds, because they had about £12 in hand when the society broke up, which was handed over to the hospital.

Mr. W. A. Way thought the subscription should not be less 5s. (Hear, hear), and it was ultimately decided to fix it at that sum.

Several gentlemen then proposed several names to serve as a committee, and after some discussion the following were elected as a temporary committee:—Mr. W. Pearce, Mr. C. H. Binstead, Mr. H. Ford, Mr. W. Marshall, Mr. A. S. Blake, Mr. A. C. Burbidge.

Mr. Charles Ford then referred to several Bills which were being brought before Parliament, and called their attention as to the way in which the country solicitors would be influenced by them. He said he was present as the representative of the Legal Practitioners' Society, and he hoped this new society would join the London society, and also that more members of the Profession in this district would support the Incorporated Law Society.

After some further discussion the meeting was, on the motion of Mr. R. Marvin, adjourned till Tuesday, the 13th April.

Votes of thanks were then passed to Mr. Cousins for taking the chair, and to Mr. Charles Ford for attending, and for the interest and trouble he had taken in the formation of the society.

LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Friar-lane, Leicester, on the 24th March, Mr. W. J. Curtis in the chair. The question for discussion was: "Does an assignment by an executor of a testator's effects for the benefit of creditors, amount to a *devastavit*?" Mr. C. Blunt took the affirmative, and Mr. Burchall the negative; and after speeches from several other gentlemen, the question was unanimously decided in the negative.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 24th March 1875, Mr. H. D. Marshall in the chair. Mr. Stone opened the first subject for the evening's discussion, viz.: "Is a husband liable for necessities supplied to his wife when he has privately prohibited her from pledging his credit?" (*Jolly v. Rees*, 15 C. B., N. S., 629.) The question was decided in the affirmative by a majority of one. Mr. Saunders then opened the second subject for discussion, viz.: "That the negligence of railway companies in cases of accident and unpunctuality should be presumed until the contrary be shown." The motion was carried by the casting vote of the chairman.

Another meeting of this society was held at the same place on Wednesday, 31st March, 1875, Mr. H. D. Marshall in the chair. A paper was read "On the Life and Influence of Lord Mansfield," which was followed by an interesting discussion. At the conclusion a vote of thanks was passed to the writer, Mr. F. M. Wetherfield, barrister-at-law. The subject for next week's discussion is "That the present power of imprisonment for contempt of court enjoyed by Her Majesty's judges should be restricted," to be supported by Messrs. Hanhart, LL.B., and Radcliff; to be opposed by Messrs. Girling and McColla. Members entering this society between the 2nd April and 2nd November pay for the first year a subscription of 5s. Particulars of membership may be obtained of the hon. sec., Mr. Rubinstein, 5, Raymond Buildings, Gray's-inn, W.C.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES is contributed by EDWARD WALTON, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain, and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

A. VEYSEY, ESQ.

THE late Arthur Veysey, Esq., solicitor, of Brighton, and of South Malling, Lewes, Sussex, who died at South Malling, Lewes, of typhoid fever, after a short and sudden illness, on the 15th ult., in the sixty-ninth year of his age, was the youngest son of the late Hugh Veysey, Esq., of Exeter, Devonshire, by Ann, his wife. He was born at Exeter in the year 1806, and was educated at Christ's Hospital, London, at Paris, and elsewhere. He was admitted a solicitor in Trinity Term 1840, and was appointed in 1848 secretary to the Sussex County Hospital at Brighton, an office which he held at the time of his death; he was well known both in Brighton and Lewes, and universally respected. He was for some time connected as local manager with the Unity Fire and Life Office, which entailed very serious loss on himself and so many others. Mr. Veysey married in 1841 Jane, youngest daughter of John Search Adams, Esq., of Somerset House, London, who is still living, and by whom he has left two sons and four daughters surviving. His remains were interred at South Malling Churchyard by the side of two of his sons.

LORD WESTBURY.

THE Right Hon. Richard Augustus Bethell, second Lord Westbury, who died on the 28th ult., a Queen-square, Bath, of heart disease, in the forty-sixth year of his age, was the second son of Richard, first Lord Westbury, some time Lord High Chancellor of Great Britain, and better known, perhaps, to the world at large by his former name as Sir Richard Bethell; his mother was Elinor Mary, eldest daughter of the late Robert Abraham, Esq., and he was born on the 1th of March, 1830. He was called to the Bar by the Honourable Society of the Middle Temple in Trinity Term, 1853, and practised for many years as an equity draftsman and conveyancer in Stone-millings, Lincoln's Inn; he also held for some time the appointment of Registrar to the Court of Bankruptcy. He succeeded to the title on the death of his father in July, 1873. His lordship married in 1851 Mary Florence, youngest daughter of the Rev. Alexander Fowkes Luttrell, Rector of St. Quantoxhead, Somersetshire, by whom he is left a family of four sons and two daughters.

His eldest son, the Hon. Richard Luttrell Pilkington, who succeeds as third Lord Westbury, and who is now in India, was born on the 25th April, 1852.

T. SWORDER, ESQ.

THE late Thomas Sworder, Esq., solicitor, of Hertford, who died at his residence in that town on the 20th ult., in the sixty-sixth year of his age, was born in 1809, and was admitted a solicitor in Michaelmas Term 1831. In 1835 he was appointed clerk to the Board of Guardians of the Hertford Union, and in 1840 he was nominated to the post of coroner for Hertfordshire, the duties of which office he fulfilled down to the time of his decease. Mr. Sworder was a perpetual commissioner, stamp distributor for the county of Hertford, clerk to the trustees of the Cheshunt Turnpike Trust, and held various other public offices.

W. P. TRUSTRAM, ESQ.

THE late William Prince Trustram, Esq., solicitor, of Chesham, who died on the 26th ult., at his residence, Chesham-villas, Westbourne-grove, in the thirty-eighth year of his age, was the only son of the late Charles Trustram, Esq., surgeon, of Tunbridge Wells, Kent, and was born in the year 1837. He was admitted a solicitor in Michaelmas Term 1860, and was a partner in the firm of Messrs. Halse, Trustram, and Co.

R. REID, ESQ.

THE late Robert Reid, Esq., M.P., barrister-at-law, of Ifley, Oxford, who died on the 30th ult., at his residence in Onslow-square, in the forty-fourth year of his age, was the son of the late David Reid, Esq., of Dunfermline, Fifeshire, and was born in the year 1831. He was educated at Worcester College, Oxford, where he took his Bachelor's degree in due course, and was called to the Bar by the honourable society of the Inner Temple in Easter Term 1872. He was elected M.P. for the Kirkcaldy Boroughs, in the Liberal interest, at the last general election. Mr. Reid, who was formerly a merchant in China, married, in 1858, Mary, daughter of the late William Newby, Esq.

PROMOTIONS AND APPOINTMENTS.

THE Lord Chancellor has appointed Mr. William Todd, solicitor and notary public, Hartlepool, to be a Justice of the Peace for that borough. Mr. Todd was admitted in Michaelmas Term 1855, and is a Member of the Town Council.

MR. MORRIS OWEN, of Carnarvon, solicitor, has been appointed by Lord Chief Justice Cockburn and Mr. Justice Blackburn a Commissioner for taking Affidavits in the Court of Queen's Bench, within the counties of Carnarvon, Anglesey, Denbigh, Flint, and Merioneth.

THE Attorney-General for Ireland has appointed Mr. Stephen Huggard, solicitor, of Tralee, to the office of Sessional Crown Solicitor for the county of Kerry, rendered vacant by the death of Mr. James Connor.

MR. RICHARD FOOTNER, solicitor, who was admitted on the Rolls in Trinity Term 1859, has been elected to the office of Town Clerk of Andover by the unanimous vote of the Town Council of the borough. Mr. Footner succeeds his father, Mr. H. Footner, who has held the office for a period of forty-two years. Mr. Harry Footner, who holds other public appointments, and was admitted in Easter Term, 1830, retires in consequence of ill health.

THE GAZETTES.

Bankrupts.

Gazette, March 26.

To surrender at the Bankrupts' Court, Basinghall-st.
BRAUN, PHILIPP, cigar merchant, Edgware-rd. Pet. March 19.
Reg. Roche. Sur. April 8
BRIDGES, WILLIAM, accountant, Broad-st. Pet. March 24.
Reg. Spring-Rice. Sur. April 22
WARD, JOSEPH WILLIAM, of Evans's hotel, Covent-gdn. Pet. March 25. Reg. Murray. Sur. April 12

To surrender in the County.

BARKER, HORACE ISAAC, solicitor, Biggleswade. Pet. March 22.
Reg. Pearce. Sur. April 12
CARTER, JOHN, and O'KELLY, CHRISTOPHER, carriers, East-bourne. Pet. March 23. Reg. Blaker. Sur. April 9
FENWICK, THOMAS WRIGHT, druggist, Stamford. Pet. March 20. Reg. Goches. Sur. April 8
MAXWELL, FREDERICK, lathwood dealer, Hastings. Pet. March 24.
Reg. Young. Sur. April 17
MOSE, JAMES, wheelwright, Carlton Road. Pet. March 24. Reg. Cooke. Sur. April 6
SMITH, JOHN, draper, Birmingham. Pet. March 22. Reg. Chaudhuri. Sur. April 15
TOMKINSON, ARTHUR JOHN, salt manufacturer, Liverpool. Pet. March 23. Reg. Watson. Sur. April 12

BANKRUPTCIES ANNULLED.

Gazette, March 23.

LEADBETTER, WILLIAM AUSTIN, grocer, Melton Mowbray. Jan. 20.
TOLSON, JOHN, beerhop keeper, Tottenham-st., Tottenham-court-rd. Feb. 9, 1873
TOOTH, ALFRED, merchant, St. Thomas-st., Southwark. April 7, 1871

Gazette, March 26.

ELLERMAN, CHARLES FREDERICK, agent, Philpot-lane. May 27-1874
ELLERMAN, CHARLES FREDERICK, merchant, St. Martin's-lane, Westminster. Jan. 24, 1849
FAUCHEUX, FERDINAND THEODORE, chemist, Southampton-row. Jan. 14, 1875
LLOYD, EDWARD, and STATHAM, JAMES, timber merchant, Liverpool. Aug. 10, 1874

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 26.

ABBOTT, EDWIN, clothier, High-st., Poplar. Pet. March 23. April 9, at four, at office of Sol. Webb, Easton-rd.
ARTHUR, WILLIAM, draper, Sheffield. Pet. March 23. April 9, at three, at office of Sol. Messrs. Binney, Sheffield
ASTON, WILLIAM JOHN, ironmonger, Newport. Pet. March 23. April 16, at one, at office of Sol. Messrs. Williams, Newport
ATKINSON, JOHN, woollen rag merchant, Woollen Mills, Lower Park-rd., Peckham. Pet. March 24. April 13, at three, at office of Sol. Chapman, Basinghall-st.
BALL, THOMAS WILLIAM, builder, Chagford. Pet. March 24. April 15, at twelve, at the Castle hotel, Exeter. Sol. Floud, Exeter
BARKER, THOMAS, bootmaker, Chilworth-st., Paddington. Pet. March 15. April 5, at two, at 119, Chesham-rd.
BASHAM, ARTHUR, and VARLEY, JOHN, builders, Prince's-road, and Bowden-st., both Kennington-cross. Pet. March 22. April 6, at twelve, at office of Sol. Cooke, Essex-st., Strand
BATES, JOHN STAPLEY, jeweller, Great Castle-st., Regent-st. Pet. March 23. April 13, at two, at office of Sol. Richards, Warwick-st., Regent-st.
BEDFORD, ALFRED EDWARD, carver, New North-rd., Islington. Pet. March 23. April 12, at eleven, at 25, Great James-st., Bedford-rd.
BONSON, WILLIAM, manufacturer of electro plated wares, Birmingham. Pet. March 24. April 9, at twelve, at office of Sol. Tyndall, Johnson, and Tyndall, Birmingham
BOYES, JAMES, bookseller, Sheffield. Pet. March 23. April 8, at twelve, at office of Sol. Bramley, Sheffield
BRANWELL, JOHN and GEORGE, farmers, Little Hucklow. Pet. March 24. April 12, at twelve, at office of E. Bennett, 50, Norfolk-st., Sheffield. Sol. Hodgson
BRANDRAM, SAMUEL, wine merchant, Ham. Pet. March 24. April 8, at three, at the Guildhall tavern. Sols. Walters, Young Walters, and Deverill
BROMET, HENRY, rag merchant, St. Mary-st., Whitechapel. Pet. March 23. April 9, at two, at office of Sol. Poole, Bartholomew-close
BROWN, GEORGE, jun., farmer, Great Brickhill. Pet. March 18. April 5, at half-past eleven, at office of Sol. Stimson, Bedford
BUCKINGHAM, JAMES, engineer, Old Kent-rd. and St. George's Works, St. George's-rd., Peckham, and the Cedars, East Dulwich. Pet. March 19. April 13, at two, at offices of Sols. Messrs. Lamley, Conduit-st., Boni-st.
BYGATE, JOHN, grocer, Sunderland. Pet. March 19. April 5, at eleven, at office of Sol. Steel, Sunderland
BYRNE, DENNIS, boot manufacturer, Liverpool. Pet. March 24. March 25, at three, at office of Sol. Lowe, Liverpool
CALEY, GEORGE NEWBRIDGE, iron founder, Hope Iron Works, Vincent-st., Westminster, and Hercules-bldgs, Lambeth. Pet. March 18. April 10, at twelve, at office of George and Edwards, accountants, the Wool Exchange, Coleman-st. Sol. Watson
CAMPBELL, ROBERT, hat dealer, Shoreditch. Pet. March 24. April 12, at twelve, at office of Sol. Tattershall, Sheffield
CANDLIN, JOHN HAYWARD, beer-seller, Stroudbridge. Pet. March 23. April 8, at three, at offices of Sol. Cluvel, Brierley-hill
CARTER, ROBERT, grocer, Birmingham. Pet. March 22. April 8, at three, at office of Sol. Jaques, Birmingham
CHAMBERS, HUMPHREY, late ironmonger, Frome. Pet. March 16. April 8, at three, at the Angel inn, Frome. Sol. McCarthy, Frome
CHAPMAN, WILLIAM HENRY, farmer, St. Brivails. Pet. March 23. April 14, at twelve, at office of Sol. Dix, Bristol
CROSLAND, HENRY, stone merchant, Huddersfield. Pet. March 23. April 7, at three, at office of Sol. Messrs. Leary, Huddersfield
DAY, JOHN WALTER, grocer, Twilwell. Pet. March 22. April 10, at one, at office of Sol. Pictou-Jones and Roberts, Carnarvon
DAWSON, ALFRED, grocer, Dewsbury. Pet. March 23. April 14, at three, at the Scarborough hotel, Dewsbury. Sols. Tennant and Rayner, Dewsbury
DAY, GEORGE HASTED, paper dealer, Brighton. Pet. March 22. April 14, at three, at the Old Ship hotel, Brighton. Sols. Black, Freeman, and Gell, Brighton
DRAWBRIDGE, WILLIAM, victualler, Red Lion tavern, Shoe-la. Pet. March 18. April 2, at one, at Wood's hotel, Portugal-st., Lincoln's-inn-fields. Sol. Poole, Bartholomew-close
ELWORTHY, ALBERT HENRY, attorney, Crossland-rd. Pet. March 24. April 2, at two, at Freemason's tavern, Great Queen-st., Sol. Kimball, Lee
EVANS, JOHN HARRIES (under name of John Harries Lewis Evans), publisher, Newport. Pet. March 22. April 10, at twelve, at office of Sol. Messrs. Williams, Newport
EVANS, THOMAS, brewer, Wolverhampton. Pet. March 22. April 7, at three, at office of Sol. Barry, Wolverhampton
GARDNER, JOHN MYERS, linen draper, Leeds. Pet. March 19. April 6, at two, at office of Sol. Messrs. North, Leeds
GARFORD, GEORGE, of no occupation, Savile-row, and Sunbury. Pet. March 23. April 10, at three, at office of Sol. Lawrence, Fievel, Boyer, and Baker, Old Jewry-chambers
GOAMAN, THOMAS, grocer, Bideford. Pet. March 23. April 9, at twelve, at office of Sols. Smale and Pyke, Bideford
GOODE, AMOS, horse dealer, Halesowen. Pet. March 24. April 10, at three, at office of Sol. Home, Halesowen
GRABHAM, ROBERT JAMES, miller, Crosscombe. Pet. March 22. April 14, at three, at office of Sol. McCarthy, Frome
GREEN, JOHN, lock manufacturer, Wolverhampton. Pet. March 17. April 10, at eleven, at office of Sol. Stratton, Wolverhampton
HAND, JOHN, crate maker, Longstory. Pet. March 23. April 7, at eleven, at office of Sol. Adderley and Martlett, Longton
HAWKSWORTH, ROBERT THOMAS, butcher, Doncaster. Pet. March 23. April 10, at three, at office of Sols. Shirley and Atkinson, St. George's-gate, Doncaster. Sol. Hall, Doncaster
HEALY, JOHN, letter-press printer, Hartwood-st., Kenilworth. Pet. March 25. April 20, at three, at offices of F. Holloway, accountant, 173, Ball's-Pond-rd., Islington. Sol. Fenton, Albion-ter, Kingsland
HILL, GEORGE, boot and shoe maker, Liverpool. Pet. March 15, at three, at office of Sols. Yates, Son, and Stananough, Liverpool
HUGHES, DAVID, late slaughterman, Aberystwyth. Pet. March 20. April 3, at three, at the Towhall, Aberystwyth. Sol. Ravenhill, Aberystwyth
HULSE, CHARLES HENRY, and CAUGHEY, ALEXANDER SLOANE, dealers in building materials, High-st., Kingsland. Pet. March 17. April 2, at two, at office of Sol. Childley, Old Jewry
JEEVES, JOSEPH, butcher, Stratford St. Margaret's. Pet. March 24. April 10, at three, at office of Sol. Bell, Stratford St. Margaret's
JOY, SETH, flock manufacturer, Manchester. Pet. March 24. April 22, at two, at office of Sols. Messrs. Myers, Manchester
KAUFMAN, SAMUEL KARLMAN, teacher and professor of languages, Newcastle. Pet. March 24. March 12, at two, at office of Sols. Messrs. Joel, Newcastle
KEMP, GEORGE, surgeon, Sheffield. Pet. March 19. April 13, at twelve, at the Cutler's hall, Church-st., Sheffield. Sol. Fennell, Sheffield
LANGLEY, RICHARD, publican, Bolsover. Pet. March 20. April 17, at three, at office of Sol. Gee, Chesterfield
LARDER, WEST, farmer, Bardeney. Pet. March 20. April 14, at eleven, at office of Sols. Toynbee and Larken, Lincoln
LAWSON, EDWARD, auctioneer, Filston. Pet. March 23. April 13, at three, at office of Sol. Cobbett, Wheeler, and Cobbett, Manchester
MAMWELL, CHARLES, cabinet maker, Sheffield. Pet. March 22. April 7, at half-past three, at office of Sol. Brailsford, jun., Sheffield
MARSDEN, JOSEPH, tailor, Salford. Pet. March 13. April 5, at eleven, at office of Sol. Berry, Huddersfield
MARTIN, HENRY, butcher, Sheffield. Pet. March 19. April 7, at twelve, at office of Sol. Messrs. Atty, Sheffield
MIDDLEBROOK, JOHNSON, cloth manufacturer, Leeds and Morley. Pet. March 23. April 7, at twelve, at office of Sol. Satcherd, Leeds
MILLAR, WILLIAM, draper, Sheffield. Pet. March 23. April 9, at eleven, at office of Sols. Messrs. Binney, Sheffield

MILLS, WILLIAM, carrier, Southampton. Pet. March 23. April 9, at three, at office of Sol. Shuttle, Southampton.
 MORRIS, SUSAN, grocer, Presteigne. Pet. March 23. April 13, at one, at the Townhall, Lecomister. Sol. Stephens, Presteigne.
 NASH, JOHN, and NASH, WILLIAM, tool handle manufacturers, Vauxhall-works, Lambeth. Pet. March 23. April 13, at two, at office of Sol. Pedley, Bush-la, Cannon-st.
 NUNN, WALTER, cattle dealer, Ipswich. Pet. March 20. April 9, at seven, at office of Sol. Pollard, Ipswich.
 OLDFIELD, ALFRED, dyer, Halifax. Pet. March 23. April 7, at three, at the White Swan, Halifax. Sol. Wavell, Philbrick, Foster, and Wavell, Halifax.
 PEACOCK, THOMAS, butcher, Middlesbrough. Pet. March 23. April 8, at three, at office of Sol. Draper, Middlesbrough.
 PHILLIPS, THADDEUS DESCHAMPS SEABOARD, grocer, Bristol. Pet. March 23. April 9, at two, at office of Sol. Fussell, Pritchard, and Swan, Bristol.
 PROVOST, CHARLES EDWARD, plumber, Wisbech. Pet. March 20. April 8, at two, at office of Sol. Hensman and Nicholson, 25, College-hill, Cannon-st. Sol. Ollard, Welchman, and Carrick, Wisbech.
 RAMSDEN, ABRAHAM WALMSLEY, stuff manufacturer, Bingley and Bradford. Pet. March 22. April 12, at eleven, at office of Sol. Gardiner, Bradford.
 ROBERTS, ANN, victualler, Treherbert. Pet. March 19. April 8, at twelve, at the New Inn hotel, Pontypridd. Sol. Rosser, Aberdare.
 RUSSELL, MARY ANN, beer retailer, Dudley. Pet. March 18. April 3, at eleven, at office of Sol. Lowe, Dudley.
 SHERBURN, GEORGE, blacksmith, Basford. Pet. March 18. April 6, at twelve, at office of Sol. Belk, Nottingham.
 SMITH, THOMAS SHEPHERD, tripe dresser, Bradford. Pet. March 19. April 7, at eleven, at office of Sol. Wood and Killick, Bradford.
 SNELL, HENRY, grocer, Birmingham. Pet. March 20. April 7, at three, at office of Sol. Messrs. Brown, Birmingham.
 SUTTON, THOMAS, coach builder, Ramsgate. Pet. March 24. April 8, at three, at office of Sol. Edwards, Ramsgate.
 SWYER, CHARLES ROBERT, butcher, Eocles. Pet. March 23. April 8, at three, at office of Sol. Addleshaw and Warburton, Manchester.
 TATHAM, ALBERT, cabinet maker, Ilkeston. Pet. March 22. April 9, at ten, at office of Sol. Aker, Ilkeston.
 TAYLOR, JOSEPH H. A. L., butcher, Newcastle. Pet. March 23. April 9, at two, at office of Sol. Messrs. Joel, Newcastle.
 THOMAS, WILLIAM, and LEWIS, THOMAS, gold lace manufacturers, Beech-st., Barbican. Pet. March 23. April 9, at two, at London Joint Stock Bank-chambers, West Smithfield. Sol. Hubbard.
 TIMMINS, CHARLES DAVIES, gentleman, Aberystwith. Pet. March 23. April 7, at three, at the Townhall, Aberystwith. Sol. Ravenhill, Aberystwith.
 TOMPKINS, JOHN, innkeeper, Stockton. Pet. March 23. April 7, at half-past three, at office of Sol. Draper, Stockton.
 TUCKER, JOSEPH PETER, china dealer, Southampton. Pet. March 24. April 8, at two, at office of Nicholls and Leatherdale, accountants, 14, Old Jewry.
 WEBSTER, HENRY BENTLEY, earthenware manufacturer, York. Pet. March 22. April 7, at twelve, at office of Sol. Wilkinson, York.
 WELSH, THOMAS, grocer, Newcastle. Pet. March 22. April 6, at eleven, at office of Sol. Keenleyside and Forster, Newcastle.
 WESTERBY, THOMAS WILLIAM, and BENSON, EDWIN, engineers, Leeds. Pet. March 22. April 8, at eleven, at office of Sol. Hardwick, Leeds.
 WILLIAMS, WILLIAM CHARLES HADDY, veterinary surgeon, Brighton. Pet. March 22. April 14, at three, at office of Sol. Goodman, Brighton.
 WITHERS, GIDEON, grocer, Limsfield. Pet. March 19. April 7, at three, at the Chamber of Commerce, 145, Cheapside. Sol. Messrs. Piesse, Old Jewry-chambers.
 WORTH, WILLIAM HENRY, jun., Horsham. Pet. March 22. April 9, at two, at office of Bostock and Rawlison, 45, West-st., Horsham. Sol. Stuckey, Brighton.

Gazette, March 30.

ALLEN, JAMES, lodging house keeper, Portsea. Pet. March 23. April 13, at one, at office of Mr. Waincoat, accountant, 9, Union-st., Portsea. Sol. Yoxson, Southsea.
 ARMSTRONG, JOHN, grocer, Gateshead. Pet. March 25. April 14, at two, at office of Sol. Eledon, Newcastle-upon-Tyne.
 BEARDS, JOHN THOMAS, of no occupation, Buckingham. Pet. March 25. April 13, at three, at the White Hart Hotel, Buckingham. Sol. Hubbard, London Joint Stock Bank chmbs, West Smithfield, E.C.
 BISHOP, JOHN, grocer, Leeds. Pet. March 25. April 9, at one, at offices of Sol. Rooke and Midgley, Leeds.
 BLOWER, THOMAS SYLVESTER, farmer, Llangwst. Pet. March 20. April 10, at eleven, at office of Sol. Gardner, Uak.
 BLOWER, WILLIAM, farmer, Wonsastow. Pet. March 20. April 8, at eleven, at office of Sol. Gardner, Uak.
 BUTTERWORTH, THOMAS TAYLOR, haulier, Birmingham. Pet. March 24. April 9, at eleven, at office of Sol. Jackson, West Bromwich.
 CHAPMAN, WILLIAM JAMES, beer retailer, Manchester. Pet. March 23. April 12, at three, at offices of Sol. Stead, Manchester.
 CHRISTIAN, JOHN, butcher, Eaton. Pet. March 25. April 14, at eleven, at the Red Lion hotel, High-st., Grantham. Sol. Law, Stamford.
 COOK, CHARLES, builder, Southminster. Pet. March 25. April 19, at five, at the King's Head Inn, Southminster. Sol. Digby, Son, and Evans, Maldon.
 CUSNER, FELIX, carpenter, Coleford. Pet. March 24. April 9, at one, at the Grand hotel, Bristol. Sol. Cruttwell, Daniel, and Cruttwell, Ffome.
 DAVIES, ISAAC LEWIS, draper, Swansea. Pet. March 24. April 9, at two, at offices of Sol. Smith, Lewis, and Jones, Swansea.
 DES FORGES, PETER, watch maker, Kingston-upon-Hull. Pet. March 24. April 9, at three, at office of Davies, Birmingham. Sol. Laverack, Hull.
 DREW, WILLIAM, tailor, Montacute. Pet. March 24. April 21, at twelve, at offices of Sol. Glyde, Yeovil.
 FERNYHOUGH, THOMAS MAJOR, hotel keeper, Trannere. Pet. March 25. April 10, at two, at office of Messrs. Gibson and Holland, 10, South John-st., Liverpool, public accountants. Sol. Bandle, Liverpool.
 FOSTER, DAVID, and LOCKWOOD, WILLIAM, railway spring manufacturers, Attercliffe, in par. Sheffield. Pet. March 24. April 9, at twelve, at office of Sol. Tattershall, Sheffield.
 FOX, PETER, draper, Liverpool. Pet. March 25. April 9, at twelve, at office of Sol. Carruthers, Liverpool.
 FROST, DANIEL, florist, Slough. Pet. March 24. April 12, at three, at offices of Sol. Durant, Guildhall-chmbs, Basinghall-st.
 GATUS, WILLIAM, lodging-house keeper, Scarborough. Pet. March 25. April 9, at three, at office of Sol. Wellburn, Scarborough.
 GRASSBY, BENJAMIN, wood carver, Dorchester. Pet. March 25. April 20, at eleven, at office of Sol. Burnett, Dorchester.
 HARRISON, JOSHUA, grocer, Market Rason. Pet. March 23. April 20, at four, at office of Sol. Page and Padley, Market Rason.
 HART, FREDERICK CHARLES, miller, Attleborough. Pet. March 24. April 15, at two, at Lacy, at Hammond's Exchange hotel, Norwich. Sol. Fenton, Kingsland.
 HILL, JAMES, cab proprietor, Balaclava Heath, in par. of King's Morton. Pet. March 25. April 9, at twelve, at office of Sol. Fallows, Birmingham.
 HINDLEY, JOSEPH, painter, Chester. Pet. March 24. April 12, at twelve, at office of Sol. Nordon, Chester.
 HORNBY, JOHN, grocer, South Shields. Pet. March 25. April 15, at two, at office of Sol. Purvis, South Shields.
 JENNEY, WILLIAM, out of business, Aston, near Birmingham. Pet. March 25. April 16, at twelve, at office of Sol. Fallows, Birmingham.
 JONES, JAMES, gardener, Harborne. Pet. March 25. April 14, at eleven, at office of Sol. Beale, Marigold, and Beale, Birmingham.
 JONES, MARY, widow, Amhurst-rd., Stoke Newington. Pet. March 23. April 13, at two, at office of Sol. Elam, Walbrook.
 LAWTON, ABRAHAM, licensed victualler, Stockport. Pet. March 25. April 14, at four, at office of Sol. Best, Manchester.
 LEWRY, GEORGE BRIDE, clerk to a notary, Bloomsbury Villas, Gurney-rd., Stratford. Pet. March 25. April 14, at three, at office of Sol. Godfrey, Gresham-bldgs, Guildhall.
 LEWIS, JANE, and LEWIS, JULIA MATILDA, licensed victuallers, Worcester. Pet. March 23. April 14, at eleven, at office of Sol. Tree, Worcester.
 MORRIS, WILLIAM FRANCIS, solicitor, Devonshire at Hammer Smith, and of Staple-inn, Holborn. Pet. March 17. April 7, at twelve, at offices of H. Howe, accountant, 3, Staple-inn, Holborn. Sol. Parkes, Beaumont-bldgs, Strand.

MERRY, JOHN, baker, Kidlington. Pet. March 18. April 14, at eleven, at office of Sol. Mallow, Oxford.
 NELSON, JAMES, woollen manufacturer, Castleford. Pet. March 25. April 10, at ten, at offices of Sol. Terry and Robinson, Bradford.
 PARKER, JAMES BROWN, farmer, Upton. Pet. March 27. April 13, at twelve, at the Maid's Head hotel, Norwich. Sol. Cole, Norwich.
 POWNEY, WILLIAM HENRY, grocer, Yeovil. Pet. March 25. April 12, at twelve, at the Guildhall tavern, King-st. Sol. Messrs. Waite.
 QUARMBY, JOHN, grocer, Barrow-in-Furness. Pet. March 23. April 13, at twelve, at Sharp's Temperance hotel, Barrow-in-Furness. Sol. Williams, Barrow-in-Furness.
 REED, WILLIAM, boot manufacturer, Devonport. Pet. March 25. April 13, at twelve, at office of Sol. Seale and Gill, Devonport.
 RETEKEN, THOMAS, marine store dealer, Swansea. Pet. March 25. April 9, at twelve, at offices of Sherwood, 44 and 45, Castle Bailey-st., Swansea.
 RICKETTS, FREDERICK WILLIAM, surgeon, Liverpool. Pet. March 25. April 9, at three, at office of Sol. Jameson, Liverpool.
 ROBINSON, WILLIAM, butcher, Apperley Bridge. Pet. March 19. April 8, at eleven, at the Queen's hotel, Apperley-bridge. Sol. Eastburn, Otley.
 RUTHERGLEN, JOHN KERR, merchant, Great Winchester-st. bldgs. Pet. March 25. April 19, at two, at offices of Sol. Coburn, Leadenhall-st.
 SAUDBERG, SAMUEL, clerk in holy orders, Scarborough. Pet. March 25. April 7, at three, at 73, St. Thomas-st., Scarborough.
 SOLS. MOODY, Turnbull, and Graham.
 SHIMMEN, JOHN, coal merchant, North Shields. Pet. March 25. April 13, at one, at the County Court offices, Westgate-rd., Newcastle-upon-Tyne. Sol. Purvis, South Shields.
 SHUKER, JOHN, out of business, Worcester. Pet. March 25. April 6, at eleven, at the George inn, Ludlow. Sol. Tree, Worcester.
 SIMPSON, FREDERICK, grocer, Bradford. Pet. March 24. April 9, at eleven, at offices of Sol. Yewdall and Son, Bradford.
 SNELL, JANE, green grocer, Aberavon. Pet. March 25. April 12, at one, at the Swan hotel, Bridge-st., Bristol. Sol. Tennant, Aberavon.
 TAYLOR, ALFRED, builder, Bury St. Edmunds. Pet. March 27. April 20, at two, at the Guildhall, Bury St. Edmunds. Sol. Gross.
 VEREY, ARTHUR, engineer, Dover. Pet. March 25. April 9, at two, at office of T. Wilkins, 53, Gracechurch-st. Sol. Marsden and Son, Queen-st., Cheapside.
 WARREN, ABRAHAM, licensed victualler, Plymouth. Pet. March 25. April 15, at twelve, at office of Sol. Square, Plymouth.
 WILLIAMS, OWEN, draper, Conway. Pet. March 23. April 7, at twelve, at the Queen's hotel, Chester. Sol. Messrs. Hughes, Conway.
 ZUDDO, NICHOLAS DESYLLA, and KESSISOGLU, JOHN, merchants, Adam's-st., Old Broad-st. Pet. March 25. April 19, at offices of Messrs. Cooper Brothers and Co., George-st., Mansion House. Sol. Hollams, Son, and Coward, Mincing-la.

Orders of Discharge.

Gazette, March 16.

BARRON, REUBEN, woollen manufacturer, Morley.
 RIDDELL, WILLIAM, paper manufacturer, Whitechurch

Gazette, March 26.

GADD, THOMAS SEAR, out of business, Cross-st., Wells-street.
 JOHNSON, WILLIAM, wine merchant, Stock Orchard-cres, Holloway.
 ROBINSON, THOMAS GALIFFE, of no occupation, York-pl., Ham-mersmith.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given to whom apply for the Dividends.

Corby, C. farmer, first, 84d. Paget, Basinghall-st.—Ford, A. wine merchant, third, 4d., and 3s. 4d. to new proofs. Paget, Basinghall-st.—Holloway, W. T. mattress maker, 29s., and to new proofs 4 per cent. interest. Paget, Basinghall-st.—Hutton, A. Nottingham, first and final, 8s. 11d. At Trust. H. E. Hubbard, 9, Thurland-st., Nottingham.—Ord and Purvis, tailors, first, 10s. At Trust. J. D. Purvis, Hide-hill, Berwick-on-Tweed.—Speris, J. bookseller, second, 2s. 10d. At Trust. E. Saxton, 12, Victoria-st. Court, J. clerk in the War office, second, 4s. 74d. Paget, Basinghall-st.—Fennings, R. boot and shoe manufacturer, first, 12s., on account of 14s. to new proofs only. Paget, Basinghall-st.—Gress, W. farmer, first, 4d. Paget, Basinghall-st.—Hidmarsh, H. shipowner, first, 17s. 8d. Paget, Basinghall-st.—Seer, V. L. auctioneer and agent, sixth, 2s. 113d. Paget, Basinghall-st.
 Drake, R. R. butcher, first and final, 1s. At Trust. R. M. Daw, 13, Bedford-circus, Exeter.—Hutton, W. grocer, first, 5s. At office of Sol. P. Cooke, Pitt-st., Gloucester.—Hicks, F. of Treco, final, 2s. 3d. At Trust. W. A. Ralph, 7, North-parade, Penzance.—Hosell, Henry, tailor, second and final, 1s. At C. Poole, registrar of Shrewsbury County-court.—Lenny, E. wire worker, first and final, 3s. 8d. At Trust. E. Sunderland, Lionel-st., Birmingham.—Luttrell, J. late carcase butcher, first, 1s. 2d. At Foreman and Cooper, 1, Gresham-st., Luck. W. coal merchant, first, 3s. 6d., at office of Sol. Risley and Stoker, 14, Gray's-inn-sq., Gray's-inn. Trust. W. Corbett.—Morris, H. butter merchant, div. 7s. At Trust. E. James, Corwen.—O'Gorman, J. H. general draper, third, 3s. 8d. At Trust. H. Holland, 10, South John-st., Liverpool.—Perry, J. E. coal merchant, first, 6s. At Trust. H. Holland, 10, South John-st., Liverpool.—Spery, J. corn merchant, first, 1s. At Izard and Betts, accountants, 46, Eastcheap.—Warner, G. S. grocer, first and final, 3s. 4d. At Trust. C. Morris, 37, Waterloo-st., Birmingham.—Watts, P. H. mealman, first, 2s. 6d. At Sol. C. Lucas, Newbury. Trust. H. J. Midwinter.—Welch, A. R. financial agent, first, 3s. At Sol. T. R. Apps, 7, South-sq., Gray's-inn.

INSOLVENTS' ESTATES

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 Bradbury, J. not in business, Birmingham, second 6s. 3d.—Hay, G. W. D. lieutenant in royal artillery, Great Portland-st., second 6s.—Merr, W. T. patent iron safe manufacturer, Cheapside, second 3s.—Merr, W. T. patent iron safe manufacturer, Cheapside, second 10s. (making 25s.)—Fusell, S. W. picture dealer, Old Brompton, first 2s. 5d.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

MARTIN.—On the 30th ult., at 21, Prince of Wales-terrace, South Kensington, the wife of Alfred George Martin, Esq., Q.C., M.P. of a daughter.

DEATHS.

O'MALLEY.—On the 23rd ult., at San Remo, in North Italy, aged 35, Charles J. O'Malley, Esq., of 3, Brick-court, Temple, London.
 TRISTRAM.—On the 26th ult., at 44, Chestow-villas, aged 57, W. William Prince Tristram, solicitor, 61, Cheapside.
 TONGE.—On the 13th ult., Mr. Edward Tonge, solicitor, of 11, Adam-street, Strand.

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of which is to impose a tax of ten dollars upon every bachelor having attained the age of thirty, who is not married by next May. The conclusion arrived at is this: "The serious truth is that Americans have done much to spoil their womankind, and lawyers and judges have done their share of it. . . . Such is the main fruit of the teachings of women's-rights advocates, both male and female."

THE Association for the Reform and Codification of the Law of Nations has resolved to deal practically in the first instance with the subject of bills of exchange, the law and practice with respect to which it is hoped may be assimilated throughout all commercial countries. A number of questions have been framed, addressed to bankers, jurists, and others, with a view to ascertain the precise condition of the law, and of the customs and practice prevailing in different parts of the world, and the answers which may be expected will probably be of considerable interest. When, however, such answers have been obtained, the Association will, for the first time, face its true difficulties. It is proposed in some way or other to abolish customs prevailing for a length of time, and to bring into uniformity the practice with regard to acceptance, indorsement, notice of dishonour, &c. Jurists may see the desirability of reform, but merchants are tenacious of their customs. When the Reform Association have settled in their own minds what ought to be done, it may very possibly be found impossible to induce the governing power to enact the necessary laws. We cannot, however, do otherwise than wish the Association every success in a most laudable enterprise.

THERE appears to be a growing practice of confession amongst jurymen, which, if possible, should be sternly repressed. In all great cases where the jury disagree, or the verdict is in any way remarkable, we are speedily informed of the why and the wherefore of the proceeding. In the great ORTON trial there were many persons who professed, with some show of authority, to be in possession of the views of each individual jurymen, but we have nothing to say against the wisdom and discretion of that immortal jury. In *Charlton v. Hay*, however, where the jury disagreed, statements were freely made as to the nature of the division, the number for and against a verdict for the plaintiff being confidently stated and not contradicted. And lastly, we are furnished with a singular history of the manner in which the Scotch jury in *Johnston v. The Atheneum* arrived at the damages awarded. It is very remarkable that any jury should have resorted to the method disclosed of estimating damages for libel; but it is still more remarkable that any one of the jurymen should have made the world acquainted with it. The most awe inspiring judicial faculty is that of silence. When judges defend themselves or condemn their enemies, and when juries disclose the secrets of the jury box, blunders are committed the serious nature of which does not appear to be fully appreciated.

It has long been established law that a contract induced by fraud is voidable and not void, and that a party seeking to avoid such a contract must first renounce all advantage from it: (*Campbell v. Fleming*, 1 A. & E. 40). But whether the ordinary plea "that the contract was induced by the fraud of the plaintiff" must be taken to allege also that the defendant has renounced the advantage, was not quite so clear. The point, however, if previously an open one, may now be taken to be decided by *Daves v. Harness* (32 L. T. Rep. N. S. 159). In that case the action being upon a cheque, and the defendant having pleaded simply that he was induced to sign the cheque by fraud, it appeared that the cheque was given in part payment for the goodwill of a business and the lease of a shop sold by the plaintiff to the defendant. The jury found that the plaintiff had misrepresented the value of the business, so that the contract was induced by fraud, but also that the defendant retained possession of the shop, so that the contract had not been disaffirmed. The question then arose whether the plaintiff ought to have replied specially that the defendant retained the advantage of the contract, or whether the simple plea of fraud must be taken to have put this in issue. The Court of Common Pleas, while recognising the hardness of the defendant's case (for it was not disputed that he had been the victim of a fraud), considered the plea "only half proved," and that they were "bound, however unwillingly," to decide in favour of the plaintiff. We take the decision to be unquestionably correct.

IN discussing the Land Transfer Bill, in a recent number of the **LAW TIMES**, we dwelt at some length on the discretionary character of its provisions. A wider survey of the legislation, actual and embryo, of the present Government, shows that there is a strong tendency at work to take away from laws their sanctioning power and tendency, in other words, to make laws which are not laws in any sense of the word. No jurisprudent can call that a law which wants the essential features of a law. No student who has even a superficial knowledge of Austin's conclusions and divisions, would say that a law which was not a command was a

The Law and the Lawyers.

THE movement, once more defeated, having for its object the removal of the disabilities of women may be advantageously criticised from an American standpoint. Strangely enough, our contemporary, the *Albany Law Journal* of 27th March, has an article on "Men's Rights," in which it refers to a Bill proposed to be brought into the Legislature of Tennessee, the object

law "properly so called." It is wanting, as we have already said, in an essential attribute. These remarks are suggested by a consideration of several measures. Amongst these stand out prominently, The Sale of Food and Drugs Bill, and The Merchant Shipping Bill. Whatever may be the reason of this marked characteristic of the measures introduced into Parliament, it is certain that it is founded upon a wrong principle. Perhaps like many other mysteries it lies in *gremio magistratum*. Opponents to the Government suggest that the reason must be looked for in a desire to please all parties, and an unwillingness to annoy any. With this we have nothing to do, as political discussions, except in so far as they have a legal aspect, are without our province; we merely note the fact of this legislative phenomenon, trusting that our statute book will not become a rookery for such sinewless offspring of the wisdom of Parliament.

THE result of the Shipton accident inquiry, taken in connection with Colonel YOLLAND's report to the Board of Trade, convinces us that the present system of conducting coroners' inquests is open to decided abuse. The position taken up by the Great Western Company at the inquest was in every way extraordinary. It was perfectly understood that the company was upon its trial, nevertheless it was allowed practically to control the conduct of the inquiry. We do not for a moment impugn the impartiality of the coroner or the honesty of the jurymen, but, judging of the matter by the light of Colonel YOLLAND's report, it is difficult to avoid the conclusion that by the course which the company was permitted to take they obtained an advantage which ought not to be conceded to any individual or corporation by whose negligence or misfortune death has been occasioned which is the subject matter of investigation before a coroner. What would be said if a person in custody on suspicion of murder or manslaughter were to retain counsel to represent him who should open the proceedings and call witnesses to prove his innocence? For some days the witnesses called by the company were not subject to cross-examination, and the inquiry all but terminated before counsel appeared the interest of whose clients was to prove negligence against the company. We confine ourselves to directing attention to the course adopted, and expressing a hope that coroners under similar circumstances in future will be strong enough to regulate the inquiry instead of leaving counsel perfectly free to take the most convenient course for parties implicated. We decline to go further by expressing any opinion upon the law as applied to the facts, either to foment or discourage litigation.

MR. JUSTICE QUAIN, according to a daily newspaper of Wales, has given umbrage to the natives of the principality. It appears that an action was brought against a Welsh-speaking farmer, at the last Monmouthshire assizes, for the sum of 60*l.*, being a claim for improvements. The defendant, according to the report before us, on requesting to be allowed to give his evidence in Welsh met with very extraordinary treatment from the learned judge. His Lordship requested the defendant to give his evidence in English stating that he had no power to take evidence in Welsh in England; nor was any attempt made to find an interpreter. We hope this account is incorrect. The administration of justice is a matter of the highest importance, and whatever conduct on the bench or at the bar tends to impair this administration should be promptly met and remedied. Anyone who is at all familiar with the difficulty of expressing one's thoughts in an imperfectly known language, must think the conduct attributed to Mr. Justice QUAIN hasty and ill-advised. Doubtless, it is fresh in the recollection of our readers that when Mr. MORGAN LLOYD, Q.C. suggested in the House of Commons that interpreters should be appointed to courts of law in Wales, he was met by the ready answer that interpreters might be had whenever required. If the report of the case we are discussing is true, probably the question will again come before Parliament. A rumour that a Welsh member will be asked to lay the circumstances of this case before Parliament, certainly leads to this conclusion. For our own part, we are not in favour of establishing a permanent staff of interpreters, but we cannot think that the interests of justice can be in any way served by an attempt to constrain a man to give his evidence in what is to him practically a foreign language. It is, however, satisfactory to find "that substantial justice was done."

ONE of the provisions of a recent Act of Parliament was put into force at the Central Criminal Court on Monday last. A prisoner of the name of PRICE was tried for embezzling the respective sums of £200 and £300, the property of the Chartered Mercantile Bank of India, London and China. The prisoner having been found guilty by the jury, Mr. POLAND, the counsel for the prosecution, applied to the court that the bank might receive some compensation for the loss sustained by the fraud of the prisoner, and requested that an order might be made under the 4th section of the Act to Abolish Forfeitures for Treason and Felony, and to otherwise Amend the Law Relating Thereto (33 & 34 Vict. c. 23), to award £100 of certain moneys of which the prisoner would eventually become possessed, for the benefit of the prosecutors. The section in

question provides that "it shall be lawful for any such court as aforesaid (*i. e.*, any court by which judgment shall be pronounced or recorded), if it shall think fit, upon the application of any person aggrieved, and immediately after the conviction of any person for felony, to award any sum of money, not exceeding £100, by way of satisfaction or compensation for any loss of property suffered by the applicant through or by means of the said felony, and the amount awarded for such satisfaction or compensation shall be deemed a judgment debt due to the person entitled to receive the same from the person so convicted." The order for payment of such amount may be enforced in such and the same manner, subject to the provisions of the Act, as the payment of any costs, ordered to be paid by the judgment or order of any court of competent jurisdiction in any civil action or proceeding, may, for the time being, be enforced. We believe this to be one of the first, if not the first, application under the above quoted section. Mr. RUSSELL GURNEY, the Recorder, at once granted the application, which effects a judgment debt for £100 on the reversionary interest of property to which the prisoner will be hereafter entitled.

A REPORT of some proceedings at the Nantwich Petty Sessions on the 6th inst., will, if true, surprise many besides lawyers. A farmer was charged at the instance of the Society for the Prevention of Cruelty to Animals with torturing seven cows. It was proved that the animals had been found in a wretched condition on the defendant's premises, and that one had died of starvation. The defendant was acquitted on the ground that the charge could not be sustained unless there was proof of an "active operation." Surely it cannot be denied that cruelty may be as much the result of omitting to do, as of an "active operation." Our Divorce Court has long thought so, and acts upon that view. The view taken by the magistrates in this case even if technically right, even if the definition of cruelty would not cover the facts of the case, is one that cannot be commended. But we think it was wrong both technically and on broader grounds. A reference to 12 & 13 Vict. c. 92, s. 5, clearly shows that such conduct as that of the defendant farmer should be held to be cruelty. By this section it is enacted that any person impounding or confining, in any pound or receptacle of the like nature, any animal who refuses or neglects to provide and supply such animal with a sufficient quantity of wholesome food and water is guilty of cruelty to animals. Now it would be absurd to say that this section makes the *differentia* of cruelty to consist in the immaterial fact of non-ownership. The cruelty consists in the omission to do something, and not in an "active operation" simply. To decide otherwise is to place half the cruelty which may be inflicted upon animals out of the pale of the criminal law.

A TREASURY minute, relating to the costs of prosecutions at assizes and sessions was published a few days ago. Amongst other topics, it treats of various complaints with respect to the disallowance of charges incurred in public prosecutions by local authorities, and, what is more important, suggests a remedy. It is proposed to make these costs payable out of the local funds; but upon the question of repayment a distinction is drawn between costs incurred at assizes and costs incurred at sessions. The reasons upon which this distinction rests appear very tenable. The proper officer for the ascertaining and allowing of costs at assizes is not strictly speaking an officer of the Government, he is appointed by the senior judge on circuit for the time being, and generally holds his office for life. In short, he is an officer of the court, answerable to the judge for the due performance of his duties, and connected with the Treasury simply by the fact of receiving his salary through that source, and in fixing the amount of it in lieu of fees. "On the other hand," the minute continues, "if the clerks of assize are not officers of the Treasury, they are still less amenable in their taxation to the local authorities of the counties and boroughs which they visit at the time when the assizes are held." The clerks of assize, indeed, do not consider it part of their duty to supply information to local authorities respecting any question of costs about which inquiries have been made by the Treasury. Under these circumstances we are not surprised to be told that the result of any reduction of costs which have been allowed by a clerk of assize, and paid by the local treasurer on his certificate, "whether such reduction arises from defective information or from deviations from a scale," is to impose a loss upon the jurisdiction in a matter over which it has no control. The hardship of this is self-evident. Now let us look at the remedy proposed. Where a claim to repayment of costs authorised by courts of Oyer and Terminer is made, it is intended to make repayment in full provided certain forms in the application are adhered to. So much for the allowance of costs incurred at assizes. If we now take the case of costs at sessions, we shall find many points of difference. Not the least important is the fact that the taxation is conducted by local officers. This is certainly very material. It will be remembered that the clerks of assize are neither responsible to the local authorities nor are they officers of the Crown. This being the case so far as the two classes of officials are concerned, the Lords of the Treasury meet

the sessions grievance by proposing that either the existing system of examination and disallowance of such costs should be retained, or that the repayment in sessions cases should be adjusted on the principle of a commuted sum for each prosecution, which sum should be ascertained "by taking a separate average for each county and borough of the number of prosecutions, and of the amounts allowed in previous years." This recommendation has the support of the Chancellor of the Exchequer, and it is fully endorsed by the Lords of the Treasury, who will take prompt steps to put it into execution. Their Lordships also take into consideration the question of repayment for cases under the Criminal Justice and Juvenile Offenders Act. They think that as in the case of costs at sessions a commuted sum should be allowed. Certainly it will be very satisfactory if this minute of the Treasury will have the effect of putting an end to complaints. There is another important suggestion with respect to the allowance of costs at assizes, and that is that there should be an examination of the orders and certificates "for the purpose of detecting and noting any errors or deviations from the authorised scales and regulations which may be found in such orders." This is the only purpose for which the examination will be made. Such a regulation cannot but have a salutary effect. It would afford just that amount of check which would ensure care on the part of officials. On the whole we think the suggestions made by their Lordships highly satisfactory, and we trust they will have the desired effect.

Nothing is easier than to talk about the simplification of the law, but nothing is so unsatisfactory as talk and nothing more. For centuries past it must constantly have occurred to lawyers that by the unending manufacture of statute and case law the jurisprudence of Great Britain was year by year becoming less manageable and less intelligible; but not until the present century does the idea seem to have occurred to anyone that codification was desirable, not to say an imperative necessity. Of late years, however, it has become the fashion to patronise codification—it is made the subject of addresses at social science congresses and of leading articles in the newspapers. Occasionally, also, a private individual communicates his views in a letter to the leading journal. The last suggestion has taken the form of a letter, but, as far as we can see, contains nothing new. The advisability of having a Minister of Law, with a committee of jurists under him, assisted by a staff of able draftsmen, and controlled by Parliament, was admitted long since, and the plan is plainly the only one which can work satisfactorily. Considering the present position of the measures of law reform which have already been brought forward, it seems to be inopportune to make any suggestions with reference to further reforms, and we have little interest in discussing Mr. ROMAINÉ's proposals. We may, however make one remark. Should the scheme ever take a practical shape, it is to be hoped that the selection of the codifiers will not be made a job of. There are plenty of unoccupied men at the Bar whose sole claim to employment is the fact that they are idle. The work must be done by barristers of proved competency, not for work at the Bar generally, but for this particular kind of work. A class to be carefully avoided is the class of collegiate professors, with excellent notions of scientific theory, but as a rule wholly incapable of stating a principle in plain English. The men who will codify English law, however, are probably unborn, and any remarks now made are necessarily addressed to a more or less remote posterity.

THE Supreme Court of Illinois recently considered the question whether the law of champerty still existed in that State. There seems to have been an impression that the case of *Newkirk v. Cone* (18 Ill. 449) had determined that no such law existed. This latter case was peculiar, and is of some interest. There was undoubtedly at first a champertous agreement, but it was abandoned by the parties by mutual consent. *CONE* then went on and rendered services and sued for professional remuneration in prosecuting and defending causes, also for examining records in public offices, abstracting title to lands, drawing, copying and engrossing conveyances, deeds and writings, for journeys and purchasing lands, and for work and labour. Thus, although it may have been argued, the question of maintenance or champerty was not before the court, but simply whether an attorney might recover a fair compensation for professional services and labour performed as an agent. And it was held that a contract of hiring for the purpose of investigating title and making purchases, and rendering legal services in settling title to land thus purchased, was legal, and the person employed could recover for such service. The case before the Supreme Court was this:—An agreement was entered into between appellants and appellee by which appellee, who was an attorney, was to institute all necessary proceedings to ascertain and fix the rights of appellants, that he should pay all necessary expenses, and receive one-half of whatsoever should be realized. Appellants agreed that they would do no act to interfere with the proceedings. The Court very properly held that this agreement was champertous and void. We should have been very sorry to

find American lawyers sanctioning transactions which for all time have been condemned under the name of champerty, and we welcome such elevated sentiments as the following, which we find in Chief Justice WALKER's judgment: "Professional duty requires that advice given should be honest, fair and unreserved, but where the weak in morals or the vicious are consulted, and they see and determine to embrace the opportunity to make a champertous contract, how can we expect them to give fair, honest and unreserved advice at the commencement or in conducting the litigation? The just, the good and the upright, require no restraint, but the vicious or immoral should be freed from temptation."

PRINCIPLES of law affecting the ownership of property are of primary importance, and a clear and distinct principle was laid down in *Betts v. Gibbins* (2 A. & E. 57), and affirmed in the recent case of *Dugdale v. Lovering* (32 L. T. Rep. N.S. 155), that "where one party induces another to do an act which is not legally supportable, the party so inducing shall be answerable to the other for the consequences," so that if the "third party" wrongly deliver the goods to one of the claimants at his request he may recover damages from such claimant, as upon an implied indemnity, in event of the other claimant having eventually made his claim good." The leading facts in *Dugdale v. Lovering* were these:—The plaintiffs were colliery owners, and a Mr. PHILLIPS, a coal merchant, had sent to them certain trucks, which became the subject matter of the action, to be filled in the ordinary course of business. PHILLIPS having sold the trucks, and having afterwards filed a petition for liquidation, the trucks were claimed from the plaintiffs both by the purchasers and by the defendant, as trustee in bankruptcy. The plaintiffs gave up the trucks to the defendant; the purchasers sued the plaintiffs in an action, which the plaintiffs settled by payment in full of the demand of the purchasers upon them, and finally the plaintiffs sought to recoup themselves by suing the defendant upon an implied indemnity. The whole of a long correspondence was before the Court (BRETT and GROVE, JJ.), but it is important to observe that neither of these learned judges decided the case upon the ground that the correspondence disclosed an express indemnity, but upon the broad principle that "where an act has been done by the plaintiff under the express directions of the defendant, which occasions an injury to the rights of third persons, if such an act is not apparently illegal in itself, but is done honestly and *bonâ fide* in compliance with the defendant's directions, he shall be bound to indemnify the plaintiff against the consequences thereof." At the same time, Mr. Justice GROVE was careful to observe that "he should much hesitate in deciding, and he did not decide, that it is a true proposition of law to say that the mere handing over of the goods of a third party to the first owner would be sufficient evidence of indemnity by the party at whose request it was done, against all claims of the true owner." In order for the implied indemnity to arise, there must, of course, be explicit directions from the defendant to hand over the goods to him; and in the case of *Dugdale v. Lovering* these explicit directions took the form of a written order.

THE MEASURE OF DAMAGES.

THE rule which governs the measure of damages in actions of contract, although it has not been altered, has been considerably extended by recent decisions. The principle by which the damages in such cases should be regulated was laid down in the well known case of *Hadley v. Baxendale* (9 Ex. 341; 23 L. J. 179, Ex.), viz., that they must be such as may reasonably be supposed to have been in the contemplation of both parties, at the time of making the contract, as the probable result of a breach of it. This rule, as far as it goes, is intelligible enough, and would not appear to be difficult of application. It has, indeed, frequently been acted upon, but it is not sufficiently comprehensive to include all cases, without at least giving it a somewhat extended meaning. It clearly excludes damages which are not the necessary result of the breach of contract, since they cannot be supposed to have been in the contemplation of the defendant unless they were communicated to him; but great difficulty has been experienced in determining the precise effect of such a communication where it has been made at the time of entering into the contract, and the question which we propose now to consider is to what extent must the rule in *Hadley v. Baxendale* be modified where, at the time of making a contract, a person is informed that, in case of a breach thereof, certain exceptional and unusual consequences will ensue, and he enters into the contract with full knowledge of such consequences? Can he be held liable for damages in respect thereof as having been within "the contemplation of both parties" at the time of contracting?

This point was touched upon in *Hadley v. Baxendale*, where the consequential damage claimed was a loss arising from the defendant's delay in delivering a broken shaft of the plaintiffs' at a place to which they had agreed to carry it, owing to which the plaintiffs were unable to work their mill for some days. Though it was unnecessary to the decision in that case, inasmuch as it was held that the defendants had no sufficient notice that a default on their part would necessitate the stoppage of the plaintiffs'

mill, the Court appear to have thought that, had such notice been given, the defendants would have been liable for the loss of profits claimed: (a) "If the special circumstances," said Alderson, B., in delivering judgment, "under which the contract was actually made were communicated by the plaintiffs to the defendants, and thus known to both parties, the damages resulting from the breach of such a contract, which they would reasonably contemplate, would be the amount of injury which would ordinarily follow from a breach of contract under these special circumstances so known and communicated." The soundness of this principle is strongly questioned by Mr. Mayne in his able Treatise on Damages (2nd edit., p. 10); he asks, as it is submitted with much reason, "whether the mere fact of such consequences being communicated to the other party will be sufficient without going on to show that he was told that he would be held answerable for them, and consented to undertake such a liability."

An examination of the more recent decisions will, it is thought, show that this question must be answered in the negative. The effect of a notice of exceptional circumstances in enhancing the damages for a breach of contract, was discussed in the case of the *British Columbia Saw Mills Co. v. Nettleship* (18 L. T. Rep. N. S. 604; L. Rep. 3 C. P. 499), the plaintiffs there had delivered certain machinery to the defendant to be carried from the United Kingdom to Vancouver's Island. A box containing part of the machinery, without which the rest could not be worked, was lost. It was proved that the defendant knew the box contained a portion of the machinery, but did not know that it was essential to the working thereof. Owing, however, to the loss, the machinery could not be worked for eleven months, but it was held that the plaintiffs were only entitled to recover the value of the box and its contents, and could not maintain a claim in respect of their losses through their inability to work the machinery during the above period. Though the decision proceeded on the ground that the defendant had no notice that the machinery, which was lost, was essential to the working of the plaintiff's mill, the judgment of Willes, J., is very instructive as to what would have been the effect of such a notice had it been given: "I am disposed," said that learned judge, "to take the narrow view, that one of two contracting parties ought not to be allowed to obtain an advantage which he has not paid for . . . the mere fact of knowledge cannot increase the liability. The knowledge must be brought home to the party sought to be charged under such circumstances, that he must know that the person he contracts with reasonably believes that he accepts the contract with the special condition attached to it. . . Knowledge on the part of the carrier is only important if it forms part of the contract."

This principle was acted upon by the Court of Common Pleas in the case of *Horne v. The Midland Railway Company* (27 L. T. Rep. N. S. 38; Cam. Scacc., 28 L. T. Rep. N. S. 312), the facts of which were as follow: The plaintiffs, who were under a contract to supply a quantity of shoes to a London firm by the 3rd Feb. 1871, for the use of the French army, sent them to the defendants' station in time to be delivered in the usual course on that day. The station master had notice at the time that the plaintiffs were under a contract to deliver the shoes by the 3rd, and that, if they were not so delivered, they would be thrown back on their hands, but no notice was given to the defendants of the fact that, under the contract, an exceptionally high price was to be paid for the shoes. They did not arrive in London till the 4th, and were, in consequence, rejected by the consignee, and the plaintiffs, being ultimately obliged to sell them at their ordinary market value, brought an action against the defendants, in which they sought to recover as damages the difference between the contract price and the price which they actually fetched. It was held, however, that they were only entitled to a sum sufficient to cover any ordinary loss occasioned by the delayed delivery, and, on appeal, the Exchequer Chamber affirmed the decision. The opinion of the majority of the Court was based upon the fact that the notice given to the company was not a sufficient intimation that the plaintiffs would sustain an exceptional loss by their failure to deliver the goods punctually, but the judgments of several of the judges of the court of error contain some very strong dicta to the effect that even had the notice been perfectly explicit, and the exceptional price been specifically mentioned, it would not have increased the liability of the defendants in the absence of a contract to that effect. Thus Chief Baron Kelly, after stating that these were goods which the company could not refuse to carry, goes on to consider the liability of carriers where an express and specific notice has been given. "Are the company," he says, "the less bound to take and deliver them? I apprehend they clearly are not. Then, if not, and nothing more passes between the parties, what is the effect of such notice as here? To impose a liability on them, to force them into a contract to become liable to any amount of damages, even, perhaps, in loss of commissions on the sale which might be of an indefinite amount; and, nevertheless, the goods might be such as the defendants were bound to receive, and convey, and deliver. I see

no reason nor authority at common law for saying that such notice had any effect on them whatever. I fail to see how such notice without more increases the liability of the railway company." And Mr. Justice Blackburn, though stating that owing to the insufficiency of the notice in the case, *sub judice*, it was unnecessary to determine what would be the result of intimating to the carriers that a failure to deliver would entail exceptional damages upon the plaintiff, expressed a strong opinion that the liability of the carriers would not be altered thereby. "In *Hadley v. Baxendale*," observed that learned Judge, "it is said that if special notice be given the damage is recoverable, though there be no special contract, and this has been repeated in various cases, but it is noticeable that there seems to be no case where it has been held that if notice be given abnormal damages may be recovered, and I should be inclined to agree with my brother Martin that they cannot unless there be a contract. . . It is not necessary to decide whether the dictum in *Hadley v. Baxendale* is law, though I confess that at present I think it a mistake."

The same question was again considered in the recent case, *Die Elbinger Actien-Gesellschaft, &c. v. Armstrong* (30 L. T. Rep. N. S. 871; L. Rep. 9 Q. B. 473). The defendant there had agreed to furnish the plaintiffs with 666 sets of wheels and axles, 100 of which were to be delivered at stated intervals in the months of February, March, and April. The plaintiffs were under a contract with a Russian railway company to deliver them 1000 waggons, 500 on the 1st May 1872, and 500 on the 31st May 1873, and they were bound to pay certain penalties for each day's delay in delivery. The defendant was informed of this contract, but neither the precise day for the delivery nor the amount of the penalties was mentioned. Delay occurred in the delivery of the hundred sets of wheels, and the waggons, in consequence, were not completed in time for the Russian company, and the plaintiffs had to pay penalties to the amount of £100, which they sought to recover in an action against the defendant for the delay. At the trial a verdict passed for the plaintiffs for the amount claimed, and a rule having been obtained to reduce the damages to a nominal sum, on the ground that the plaintiffs were not entitled to recover anything in respect of the penalties paid by them, the Court discharged it, holding that though, as a matter of right, the plaintiffs were not entitled to the amount of the penalties as damages the jury might reasonably have assessed them at that amount. With respect to the effect of notice of special circumstances as bearing on the question of damages the Court, in reference to *Hadley v. Baxendale*, say "an inference has been drawn from the language of the judgment that whenever there has been notice at the time of the contract that some unusual consequence is likely to ensue if the contract is broken, the damages must include that consequence; but this is not, as yet at least, established law." After referring to the doubts expressed by Mr. Mayne in the passage above quoted, the Court proceed: "We are not aware of any case in which *Hadley v. Baxendale* has been acted upon in such a way as to afford an answer to the learned author's doubts; and in *Horne v. The Midland Railway Company* much that fell from the judges in the Exchequer Chamber tends to confirm those doubts. But we do not think it necessary here to decide any such question."

It has never, therefore, been actually decided that a mere notice of some unusual consequence, as likely to result from a breach of contract will, *per se*, enhance the damages recoverable from the party breaking it, and it is submitted that the only fair and reasonable mode of assessing the damages in such cases is not to allow such a notice to affect them. It is true that the party to whom such a notice is given must contemplate the exceptional damage as a probable result of breaking the contract within the broad rule in *Hadley v. Baxendale*, but it would appear to be contrary to the principles of our law to allow a statement by one party to a contract to prejudice the other, who does not assent to it, and who receives no consideration for such extended liability. This view is supported by the able note to *Vicars v. Wilcocks* (2 Smith's Leading Cases, 6th edit., p. 502), where the learned author says, in commenting on *Hadley v. Baxendale*, "The rule there laid down is one which it would be in many cases difficult to apply in its precise terms, and it was not, perhaps, intended to lay down that the amount of damages should depend on the mere knowledge or ignorance of the defendant of the surrounding circumstances, apart from contract, express or implied, to be liable for the extraordinary amount of damages to which those circumstances might give rise; and reading the expressions in the judgment, *secundum subjectam materiam*, they appear capable of this construction." This entirely coincides with the opinion expressed on the subject in the learned treatise of Mr. Sedgwick, where it is said that "to make a party to a contract responsible, in case of its non-fulfilment by him, for ulterior consequences, involving the payment of extraordinary damages, he should be distinctly and with reasonable preciseness informed of the purpose for which the subject of the contract is intended by the other party. Moreover . . . he should usually, independently of statutory provisions, such as the English legislation restricting the carriers' common law liability, be entitled to further compensation for the additional responsibility. Any obligation in reference to property beyond paying, if it should be lost or destroyed,

(a) It is a curious incident of that case that, according to the facts as stated in the report, such a notice was given, but the judgment of the court proceeded on the assumption that it had not been given.

what he knew or might have known to be its value, or beyond the expense of repairing it, if it should be merely injured, with the interest on such value or expense, should be *accepted*, not thrust upon him *volens volens*; and where, from the public nature of his office, liberty to decline a contract cannot be allowed him, he should not be held to extraordinary damages from the breach of it, from causes not resulting from his own wilful default or palpable neglect, except for an adequate consideration": (Sedgwick on the Measure of Damages, 6th edit., p. 83, in *notâ*.)

This passage, it is thought, contains the true principle by which the damages in the cases we are now discussing should be regulated, and it is therefore submitted that no notice, however explicit, can affect the measure of damages for the breach of a contract in the absence of an assent on the part of the person to whom such notice is given to be liable for the exceptional damage to which it relates. It is thought that the question in each case should be, "Did the defendant agree to be answerable for the ulterior damages?" and that the decision should depend on the answer of the jury to this question. In giving their answer they would, of course, have to consider whether the defendant had full notice of all the consequences that would ensue from his failure to perform his contract, and if, with that knowledge, the defendant entered into the contract without comment, this would doubtless be evidence of an assent to be liable for those consequences, although it can scarcely be doubted that in most cases a defendant would not, in the absence of an express agreement, be held responsible for exceptional damages, unless it were shown that he received some extra payment in consideration of the increased risk. The position that the question should be one of fact—viz., as to what was the intention of the parties at the time of contracting, is, we think, strongly supported by the numerous *dicta* to which we have referred, as well as by the opinions of some of the ablest text writers, and it is in such perfect accordance with the first principles of the law of contracts that it is difficult to believe that it would not be adopted by the courts when the question should arise; but it is greatly to be hoped that, on a point of such importance, we may not be long without an express judicial decision.

SEARCHES, INQUIRIES, AND NOTICES.

MARRIED WOMEN'S PROPERTY.

Other Properties.

(Continued from page 373.)

UNTIL the year 1858, the reversionary interest of a married woman in personal property, unless held for her separate use (*Major v. Lamley*, 9 L. J. 102, Ch.), could not be disposed of by her husband with or without her concurrence, so as to prevent her from setting up a claim to a settlement (which, by the way, can be given by the Court of Bankruptcy (*Ex parte Thomson*, 4 L. J., N. S., 75, Bank.), when the reversion fell into possession: (*Purdew v. Jackson*, 4 L. J., 1, Ch.; *Stiffe v. Everitt*, 5 L. J., N. S., 138, Eq.), unless she had fraudulently done something to lead the purchaser or mortgagee to infer she had no such right (*Lush's Trusts*, 21 L. T. Rep. N. S. 376; L. Rep. 4 Ch. App. 591), and a release of the prior life estate to enable the married woman to deal with the property was useless: (*Whittle v. Henning*, 17 L. J., N. S., 151, Eq.; and 18 *ibid.* 51, Ch.) When a woman obtains a settlement as against the husband's assignee, it is now usually of the whole fund: (*Duncombe v. Greenacre*, 30 L. J., N. S., 882, Eq.), which is settled upon her for life, then upon the children absolutely at twenty-one; in default of children then upon the husband, whether he survive the wife or not: (*Spirett v. Willows*, L. Rep. 4 Ch. App. 407; *Walsh v. Walsh*, 28 L. T. Rep. N. S. 457; L. Rep. 8 Ch. App. 482.)

A married woman cannot, however, have a settlement made in her favour by the Court of Chancery while the property is in a reversionary state: (*Osborn v. Morgan*, 21 L. J., N. S., 318, Eq.), nor does the right extend to her children even if she has filed her bill, but not obtained the decree: (*Wallace v. Auldjo*, 32 L. J., N. S., 748, Eq.) Adultery does not prevent a woman's obtaining a settlement: (*Greedy v. Lander*, 19 L. J., N. S., 494, Eq.) In case of separation through the woman's fault, she will obtain no greater settlement than if she lived with her husband: (*Re Erskine's Trusts*, 24 L. J., N. S., 327, Eq.), but otherwise if through his fault: (*Barrow v. Barrow*, 24 L. J., N. S., 267, Eq.) In case, however, a married woman has already been amply provided for, the court will give her no settlement: (*Giacometti v. Prodgers*, 28 L. T. Rep., N. S., 294, 432; 14 L. Rep., 253, Eq.).

It was formerly thought, however, that if the reversionary interest were tainted with the nature of realty, the husband and wife could transfer it in the same mode as they could convey freeholds, but the doctrine has lately been reduced to a narrower compass, and now the only reversionary interest which can be so transferred is in moneys to arise by the sale of real estate: (*Briggs v. Chamberlaine*, 23 L. J., N. S., 635, Eq.; *Tuer v. Turner*, 24 L. J., N. S., 663, Eq.) An assignment of a reversionary interest in moneys charged on land is bad, so far as regards the married woman: (*Hobby v. Allen*, 20 L. J., N. S., 199, Eq.), and

so is it if the interest is in a mixed property of realty and personality: (*Hutchings v. Smith*, 7 L. J., N. S., 128, Eq.).

The inconvenience of a married woman being unable to sell her reversionary interest in personality was felt to be so great that in 1857 an Act (20 & 21 Vict. c. 57, commonly called Malins's Act), was passed, which provided that after the 31st Dec. 1857 it should be lawful for every married woman by deed to dispose of every future or reversionary interest, whether vested or contingent of such married woman, or her husband in her right in any personal estate whatsoever to which she should be entitled under any instrument made after the 31st Dec. 1857 (except such a settlement as after mentioned), and also to release or extinguish any power which might be vested in, or limited, or reserved to her, in regard to any such personal estate as fully and effectually as she could do if she were a *feme sole*, and also to release and extinguish her right or equity to a settlement out of any personal estate to which she, or her husband in her right, might be entitled in possession under any such instrument as aforesaid, save and except that no such disposition, release, or extinguishment should be valid unless the husband concur in the deed by which the same should be effected, nor unless the deed be acknowledged by her as thereafter directed. Provided that nothing therein contained should extend to any reversionary interest to which she should become entitled by virtue of any deed, will, or instrument, by which she should be restrained from alienating or affecting the same: (sect. 1.)

Every deed to be executed in England or Wales by any married woman for the purposes of the Act is to be acknowledged and perfected as required by 3 & 4 Will 4, c. 74, in relation to interests in land, and all the clauses and provisions in that Act concerning the disposition of lands by married women, including the provisions for dispensing with the concurrence of the husbands of married women in the cases therein mentioned are to extend and be applicable to such interests in personal estate and to such powers as might be disposed of, released or distinguished by virtue of the Act now in reference as fully and effectually as if such interests or powers were interests in or powers over land: (sect. 2.)

The powers of disposition given by the Act are not to interfere with other powers vested in married women (sect. 3), nor are the powers of disposition thereby given to a married woman to enable her to dispose of any interest in personal estate settled upon her by any settlement, or agreement for a settlement made on the occasion of her marriage: (sect. 4.)

It will be noticed that the Act relates to interests only to which married women are entitled under instruments made after the 31st Dec. 1857, so that the date of marriage, whether before or since the passing of the Act, makes no difference. If by a settlement or will dated on or before the above mentioned day, a limited power of appointment be conferred upon any person, and he exercise it after that date in favour of a married woman, she will be considered as becoming entitled under the settlement, and not solely under the appointment, and therefore could not dispose of any reversionary interest thereby conferred upon her; but if, on the other hand, the power of appointment were general, the date of the appointment would be that to be considered. In *Doe d. Williams v. Evans* (2 L. J., N. S., 39, Ex.), Bayley, B., is reported to have said, "The effect of the execution of the codicil is to bring down the will and make it speak at the time of the codicil being executed, unless it be shown that the testator intended to execute the codicil only, and not the will." If, therefore, a will dated before the day mentioned in the Act gave a reversionary interest to a married woman, and a codicil dated subsequently to that day confirmed the will, it might become a question whether the woman could not avail herself of the powers of the Act. The case, we believe, has never been decided, and until it has been we should be very much disinclined to advise a purchaser to accept such a title unless by the direction of the court.

Whenever a deed is produced as part of a title executed and acknowledged by a married woman, it should be borne in mind that the memorandum made by the Judge or commissioners upon the deed is not sufficient, but that an office copy of the certificate of acknowledgment should always be required to be produced, as the acknowledgment is not complete without the filing of the certificate.

LAW LIBRARY.

A Treatise on the Rules which Govern the Interpretation and Construction of Statutory and Constitutional Law. By THEODORE SEDGWICK. Second edition. By JOHN NORTON POMEROY, LL.D. New York: Baker, Voorhis, and Co. London: Sampson, Low, and Co.

SEDGWICK is the name of a writer honoured alike in England and America. His work on Damages is an authority well recognised here, and taking rank quite as high as Mayne, whilst having the additional merit of incorporating both English and American decisions. The volume now before us is described by its editor as a "legal classic," and after looking through it attentively, we have come to the conclusion that it fully deserves the description.

With the text at present we have nothing to do, as it has not been changed in any way in this second edition, the novel feature of which is the elaborate annotation by Dr. Pomeroy. As an illustration of the value of his labour we may refer to the introduction, at pp. 223 *et seq.*, of a number of rules upon the interpretation of statutes, leading off with "fundamental and general principles," and proceeding to deal with "common and technical terms, and the interpretation of particular terms." The citations are entirely American, and these are followed by extracts from Vattel's work which relate to the "Interpretation of Treaties" (p. 230). To this Dr. Pomeroy has added Domat's and Lieber's rules.

We never read American works without admiring the industry and skill with which their authors search for and extract principles. Throughout this volume both the author and the editor take the greatest pains to avoid becoming the slaves of judicial dicta and decisions; and whilst stating the cases, ask what is the rule, or what is the true application of the rule. An excellent illustration of this characteristic is to be found in Dr. Pomeroy's note, at p. 267, entitled, "Statutes in Derogation of the Common Law to be strictly construed." The New York Court of Appeals recently laid it down that a statute, though in derogation of the common law, if it is not penal or in derogation of natural right, is to be fairly, if not even liberally construed." This Dr. Pomeroy believes to be the true doctrine; in fact, the old, hard and barbarous doctrine is obsolete; and in dealing with the application of the true principle he says, "With all the gross imperfection of the common law, it did contain certain grand principles, and these principles had been worked out into many practical rules, both of primary right and of procedure, which protected personal rights—rights of property, of life, of liberty, of body and limb—against the encroachments, both of Government and of private individuals. This was the great glory of the common law. Any statutes which should take away, change, or diminish these rights, should be strictly construed. . . . Except in the class of cases last mentioned the rule has become obsolete; the form of verbal reasoning which once supported it has vanished, and the rule itself should be abolished." This is strong writing, and it is quite exhilarating to find principles dealt with so vigorously. Indeed, what Lord Coke would say to the onslaught of American text writers upon the venerated common law it is difficult to imagine. Sedgwick expresses himself unable to understand the enthusiastic loyalty to a body of law the most peculiar features of which the activity of the present generation has been largely uprooting and destroying (p. 273).

We might refer to many passages upon the rules governing the interpretation of statutes, and particularly some valuable notes by Dr. Pomeroy upon penal and remedial statutes, but we have said enough of a second edition of a standard work. It has long since recommended itself to jurists, and this second edition, improved so largely, must find increased favour with legislators and the legal profession.

Law and Practice under the Companies Act. By H. BURTON BUCKLEY, Esq., Barrister-at-law. Second edition. London: Stevens and Haynes.

It is rarely that a work of this kind reaches a second edition in little more than two years, and this simple fact is sufficient recommendation. When the first edition appeared we explained the scope of the work, which is nothing more than the Acts annotated, prefaced by an excellent table of contents, and completed by an elaborate index. Mr. Buckley has evidently devoted a great deal of industry to the collection of the cases, having omitted none of the important decisions in the Albert and European arbitrations. These decisions are scattered throughout the work unless they can be grouped together. Grouping has been adopted under the heading of "Novation" (see p. 310), and the reading of the authorities by Mr. Buckley is accurate, whilst his arrangement is lucid. The volume is of a very convenient size, and cannot fail to secure further patronage at the hands of the Profession.

Hall's Essay on the Rights of the Crown and the Privileges of the Subject on the Sea Shores of the Realm. Second Edition. By RICHARD LOVELAND LOVELAND, of the Inner Temple, Barrister-at-Law. London: Stevens and Haynes.

THE essay of which this is a reproduction was first published in 1830, and Mr. Loveland has simply supplied annotations and appended Lord Chief Justice Hale's "De Jure Maris," the case of *Dickens v. Shaw*, the speech of Serjeant Merewether in the case of the *Attorney-General v. The Mayor and Corporation of London*, and forms in use by the Board of Trade. Thus we have a very useful compendium upon a branch of law which for a long time has been and still is in a very unsettled state.

The treatise, as originally published, was one of considerable value, and has ever since been quoted as a standard authority. But as time passed, and cases accumulated, its value diminished,

as it was necessary to supplement it so largely by reference to cases since decided. A tempting opportunity was, therefore, offered to an intelligent editor to supply this defect in the work, and Mr. Loveland has seized it, and proved his capacity in a very marked manner. As very good specimens of annotation, showing clear judgment in selection, we may refer to the subject of alluvion at page 109, and the rights of fishery at page 50. At the latter place he begins his notes by stating under what expressions a "several fishery" has been held to pass, proceeding subsequently to the evidence which is sufficient to support a claim to ownership of a fishery. The important question under what circumstances property can be acquired in the soil between high and low water mark is lucidly discussed at page 77, whilst at page 81 we find a pregnant note on the property of a grantee of wreck in goods stranded within his liberty.

We think we can promise Mr. Loveland the reward for which alone he says he looks—that this edition of Hall's Essay will prove a most decided assistance to those engaged in cases relating to the foreshores of the country.

Story on Contracts. 2 vols. Fifth edition. By MELVILLE M. BIGELOW. Boston: Little, Brown, and Co.; London: Sampson Low and Co.

No one who has had occasion to consult frequently the treatise of Story on the Law of Contracts will be surprised that it should have reached a fifth edition. Like many American authors, Story has obtained quite an unique reputation in Great Britain, and hitherto his work on agency stands without a rival. In England, indeed, no author has attempted to occupy the same field, and Story is invariably cited on that branch of the law. We think, therefore, that we may safely confine ourselves to considering the amendments and additions which have been effected by Mr. Bigelow, who has completed the work of editing begun by Judge Bennett.

We are glad to learn from the preface that Mr. Bigelow has ventured to abridge as well as to compile. There has, the editor tells us, been a compression of the original by some 200 pages, accomplished in part "by bringing together certain subjects which had, from apparent oversight, been disconnected, and in part by eliminating such matter as might with propriety be omitted from an elementary work on contracts." It is highly satisfactory to find editors like Mr. Cave (in his edition of Addison on Contracts) and Mr. Bigelow declining to adhere slavishly to the original design of their authors, and it must be admitted that if standard works are ever to be improved upon, editors must make it a rule to be similarly courageous. It is undoubtedly far easier to accept what has been approved of by the Profession for a number of years, merely citing new cases, and he who exerts himself in a measure to reduce the mass of case law to something like order, must deserve our thanks. Mr. Bigelow has had to deal with three thousand new cases!—and the accumulation is in truth formidable, the index of names alone filling one hundred octavo pages in double column. That all these cases must have been cited it is difficult to believe. It is, in fact, impossible to credit that the law of contracts requires for its complete elucidation this volume of judicial expression, and we are disposed to think that weeding might be judiciously practised in another edition. The excuse for not doing this will doubtless be that without legislative authority it is difficult, if not impossible, to do away with any of the old propositions of the law; but the present system of reporting encourages the repetition of principles applied to almost precisely similar facts. We might, indeed, point to some recent reports of cases deciding nothing new whatever. The industrious legal editor copies all these into his book, and thus it is that notes become crowded with names which represent cases frequently of an exceptional nature, and of no practical value. Story, however, has followed a plan which is excellent, and which largely prevails in the United States, of giving shortly in the notes any conflict of the citations or any peculiarity of the cases. Kent affords many illustrations of the utility of this in his Commentaries on American Law, and Wharton's Law of Negligence contains notes full of useful explanatory matter. In the work before us Mr. Bigelow has carried out the design of his author in this respect with much industry, and has brought both English and American authorities up to a very recent date.

Inasmuch as Mr. Bigelow does not indicate what portions of the work he has subjected to compression, we are unable to express any opinion upon the wisdom of it, but, judging from the nature and result of his labours, we think we may rely upon it that he has been discreet in his emendations. A careful examination of the two handy volumes in which the work is now bound up, convinces us that as a text book its worth can hardly be over-rated, and, notwithstanding the existence of admirable English treatises on the same subject, we anticipate that Story under Mr. Bigelow's direction will improve the hold which he has upon the English lawyer.

SOLICITORS' JOURNAL.

WE are compelled, with much reluctance, once more to drag the shortcomings of the council of the Incorporated Law Society into light. In our issue of the 28th Nov. last (page 63), will be found a report of an application to the Court of Queen's Bench by an attorney named Edward Lawrence Levy to be allowed to renew his annual certificate to practise, which, for circumstances detailed in the report, he had omitted to do for some years. On page 61 of the same issue will be found our comments on this extraordinary application. Our present purpose will be sufficiently served by saying that the misconduct—to use a moderate expression—of the applicant was proved to be such that the judges were unanimously of opinion that Levy's application must be refused. The Lord Chief Justice said "there was an office in which the principal was a man of straw," referring to the attorney whose name was used, "a shadow of a name, and Levy himself was the really active party bringing most of the business, and receiving a share of the profits. Yet Levy had sworn that he had not, directly or indirectly, acted as an attorney." Mr. Justice Lush in speaking of a particular transaction in which Levy played a prominent part, described it as "a fraud of the worst character, a fraud committed under the forms of law." This same transaction the Lord Chief Justice characterised as "a most flagrant extortion." As regards the attorney Lind, the Lord Chief Justice observed upon his relations with Levy and others, and on his receiving so many shillings a week for the use of his name as an attorney, and added, "This was conduct for allowing which an attorney would be struck off the Rolls." No doubt in saying so much, his Lordship had in contemplation the 32nd section of the Attorneys Act 1843. The Incorporated Law Society was represented on the occasion in question by counsel, who stated in the course of a discussion which followed the refusal of the court to grant the application (which had been previously made on several occasions with bold effrontery), that he was prepared to move that Levy be struck off the Rolls, but the Lord Chief Justice said it must be the subject of a separate application, a determination we much regretted, fearing there would be that delay of which we now have to complain. It was stated to the court that the certificated attorney Lind had disappeared during his cross-examination before one of the masters of the court relative to Levy's application to be certificated, and had never returned. A few days ago the London daily papers announced the particulars of "an action against an attorney and his clerk," tried at Kingston Assizes before Mr. Justice Denman. To our surprise and disgust we find the attorney to be Lind, and the clerk to be Levy, and the evidence disclosing such a measure of professional immorality as must prove most damaging to the whole Profession in the eyes of certain classes of the people. In this action Levy swore that the plaintiff well knew that he, Levy, was the clerk of the attorney Lind. The plaintiff swore that he always regarded Levy as the solicitor, and knew nothing of Lind. The plaintiff's counsel characterised the defence as an attempt to escape responsibility by the trick of throwing the blame from one defendant to the other, but he submitted that there was no doubt that the plaintiff had been defrauded of his money. The jury at once found for the plaintiff, and the learned judge said he would consider whether he should give the defendant Lind liberty to move for a verdict to be entered for him on the ground that there was not sufficient evidence to show that there had been a joint contract entered into between the two defendants to return the money. We sincerely trust that his Lordship will be informed of the career of these two defendants in due time, and above all we call upon the council of the Incorporated Law Society to take immediate action with a view to enforcing the law against these defendants and generally to purge the ranks of the Profession of all those who are, by breach of the laws regulating professional practice, doing wholesale damage to the reputation of the Profession, at all events in the estimation of a large portion of the community.

SOME County Court judges are determined to uphold the dignity of the Profession and to enforce the law against unauthorised persons practising as solicitors in their courts; some insist upon solicitors appearing before them in proper professional costume; some discourage agents of all kinds who are wont to hang about the purlieus of these local tribunals, while other of these judges are disposed to take an opposite view of the matter. His Honour the judge of the Chester County Court (Mr. H. Lloyd) is determined to enforce the provisions of sect. 36 of 6 & 7 Vict. c. 73 (the Attorneys' Act of 1843), in

the interest of the public and the Profession, while in Mr. H. W. Cole, Q.C., the judge of the Birmingham court, the debt collector practising in his court appears to have a friend. In another column we report an important application made to his Honour by Mr. Robert Duke, and we can but regret the tone in which the judge disposed of the case. "The rules and forms of the court" to which His Honour referred as recognising agents, cannot override an Act of Parliament, and the sooner such rules are made to conform with the several enactments passed for the protection of the public and the Profession, the better. In the case before us we have no doubt that a gross contempt of court has been perpetrated, a repetition of which on the part of agents the judge, in our opinion, has by his expression of opinion in open court, done much to encourage. If the Profession in Birmingham will only take the matter up with a will and make a formal representation to the Lord Chancellor, the difficulty and irregularity would soon be rectified. One County Court judge, but only one, has lately gone the length of having posted up in his court the names of certain agents whom he has directed the registrar to recognise, although the law expressly forbids such recognition. Surely it is not because no solicitor's fee is allowed where a debt is under £5 that therefore in such cases the express provisions of an Act of Parliament are to be discarded? The argument of the judge of the Birmingham Court, that in small cases suitors may employ and pay these debt collectors as agents in legal business, is purely fallacious. His Honour is reported to have said that some of the debt collectors who practised as agents were men of great respectability. No doubt that is so, but their proceedings are none the less on that account in direct contravention of several Acts of Parliament; and, on the other hand, it must not be forgotten that these agents are wholly irresponsible persons. Many of them, most of them, we fear, unscrupulous and dishonest, and at whose hands unfortunate and ignorant suitors and debtors suffer gross injustice. His Honour complained that to stop this agency in County Court business would be to stop the business of the court. Even if this was an argument in favour of allowing a breach of the law, we fail to see that it need have such an operation. In conclusion, to carry his Honour's argument and contentions to their legitimate end, is to assert that in actions on contract under £5 any agent may be employed as though, because the amount is small, therefore difficult questions of law could not arise. The judge is entirely mistaken. Not only are these agents unable to recover their fees, &c., which they deduct from the moneys they receive no doubt, but they are guilty of contempt of court, and this latter condition the judge declines to recognise, to the advantage of these quack lawyers and to the detriment of every one else. Only last session the Legislature aimed at suppressing this class of persons or rather at confining them to the transaction of their legitimate business, by enacting the 12th section of the Attorneys and Solicitors Act 1874. The term "agent," as used in County Court rules, can only mean a wife or child or other relation or friend willing (without the expectation of fee or reward) to represent a suitor unable to attend the court or to do what is required by the process or order of the court. We believe the judge of the Birmingham County Court is the first to urge that this word "agent" may be considered to include a debt collector, whose business consists in issuing and charging for issuing process in County Courts and otherwise acting as the *paid* agent of the suitor in relation thereto.

At last there is a fair prospect of solicitors obtaining their Queen's Bench commissions for oaths, the issue of which has been so long delayed after the payment of the necessary fees. A small excitement was occasioned at Judges Chambers on Tuesday last when it was known that, these commissions were already, in a large number of cases, waiting to be issued. It is said that nearly 100 are now ready, and we therefore recommend the London agents of country solicitors to apply at once in all those cases in which such unprecedented delay has been experienced. The learned judges by whom these commissions have been signed must have found the process rather irksome. We may add that to Mr. Frayling (the Chief Clerk of the Lord Chief Justice) the present happy termination of what had become a professional grievance, is in no small degree due.

THE cry is "still they come." On the 7th May next about 150 articulated clerks will be admitted on the rolls of attorneys, and this at a time when the duties and emoluments of the Profession are being assailed on all sides. It is complained that the council of the Incorporated Law Society neglects the minor matters which threaten to grow in importance, and as a consequence protection

societies are springing up on all sides. Parliament is accused of a disposition to disregard the interests of solicitors by threatened legislation damaging to the Profession, with no corresponding advantage to the public. The Bar, as a separate profession, is immovable, and refuses to make the least concession to solicitors in the interests of the public. Unauthorised and unqualified practitioners abound on all sides, and in the midst of all this nervous anxiety for the future well-being of a learned profession the number of admissions on the rolls each succeeding term shows a considerable increase.

THE Master of the Rolls, at a recent Hebrew banquet, commented on his elevation to the judicial bench and to the prejudice which formerly existed against members of the Jewish persuasion being allowed to fill such offices, and Sir George is wont to attribute his promotion rather to the ingenueness of a Liberal Prime Minister than to a fulfilment of the wish of the Profession that merit (apart from religious beliefs) should reap its due reward. For ourselves, we decline to believe that such a vulgar prejudice any longer finds favour with the members of a liberal Profession. We admit that there are among solicitors, Jews who are proverbial for their sharp professional practices; objectionable alike because the suitor often suffers in consequence, and because discredited is thereby unfortunately cast—in a greater or less degree—on the entire Profession; but these men are now, happily, few and far between. It is due to Sir George Jessel to say that he is singularly consistent in the extent to which he can elevate his mind above the domain of vulgar prejudice. He was one of the first, some years ago, to bring before the Benchers of Lincoln's Inn the hardship of the antiquated regulations precluding solicitors from being called to the Bar. At that time he moved resolutions in favour of certain relaxations, which, however, were rejected without rhyme or reason, unless a fear, that to render to solicitors facilities for being called to the Bar may ultimately destroy the long-enjoyed monopoly and have a deteriorating effect upon the tone and Professional morality of the Bar, may be regarded as reasons. "*Commune periculum concordiam parit.*"

THE Law List recently published presents, among many other interesting, and in some instances novel, features, an array of names representing the central Bar, indicating the enormous growth of this branch of the Profession during recent years, notwithstanding an unmistakable disposition on the part of the Legislature to localise legal business. Our readers will be surprised to hear that the four Inns of Court comprise 5997 members of the Bar, the whole of whom (except a few hundreds whose professional *locus in quo* is at Liverpool and other of the very largest towns in England, together with a comparatively small number having foreign addresses), appear from the Law List to be in practice in London. These number nearly 5000, of whom, as a matter of fact, not more than 800 are in active practice.

WE direct the attention of County Court advocates to the observations of Mr. Daniel, Q.C., when presiding recently at the Leeds Bankruptcy Court, and which we publish in another column. If there is anything to regret it is that the learned judge was so moderate in the expression of his opinion, and that Mr. Bond did not give a warmer and firmer support to the views expressed by the judge. County Court judges cannot be always proclaiming against debt collectors, auctioneers' clerks, and estate agents, who are, all over the country, endeavouring to gain a footing in their courts. Mr. Daniel has said enough to convince us that he takes the only wise and correct view of the matter, and it now only rests with the Profession to support him, and in the same degree in which they do so will the intrusions of unauthorised persons be reduced, and eventually cease. If greater regard was had to upholding the dignity and importance of these courts the agents would even now be fewer in number and less disposed to flagrant breaches of the law which protects the right of the legal profession, and, speaking generally, forms and ceremonies and professional costume are far more needed in inferior than superior courts of law, for the less educated people, are the more easily are they thus impressed with the power, authority, and dignity of such courts. We should like to see every County Court Registrar and every clerk to justices wearing a costume in court precisely similar to that worn by members of the Bar, for the same reason.

WE regret to have to announce the awfully sudden death of Mr. Alfred Rhodes Bristow, formerly M.P. for Kidderminster, who, since 1862, has filled the important and lucrative post of Solicitor to

the Admiralty. It will be remembered that Mr. Bristowe accepted the Stewardship of the Children Hundreds in 1862 to provide a seat in Parliament for Colonel Luke White, then a Lord of the Treasury (now Lord Annaly), who had just previously been defeated in his native county of Longford. Mr. Bristow's loyalty to his party on this occasion was rewarded by the Government of the day appointing him to the post which is now vacated by his death. The learned gentleman commenced life as a solicitor, and enjoyed an extensive practice in the West-end for many years. He was struck off the rolls at his own request in 1865, for the purpose of being entered as a student of Gray's-inn with a view to eating the necessary dinners and keeping terms preparatory to his being called to the Bar, which took place on the 17th Nov. 1868; we believe this step was rendered necessary by reason of his filling the office of Solicitor to the Admiralty. His son, Mr. A. J. Bristow (who was admitted on the roll of solicitors in Hilary Term 1868), has, we believe, for some years assisted his deceased father in his official duties. A further record will in due course appear in our obituary columns. We trust that the claims of the solicitors' branch of the Profession will not be overlooked in filling the vacant office.

In another column we report what appears to us a remarkable decision of a Common Law Master, at Judges' Chambers; so much so that we hope, for the sake of the guidance of the Profession at all events, that an appeal summons has been issued and adjudicated upon. From the report it will be seen that not only has a master directed a taxation of an attorney's bill of costs, but he has included in the order a direction to the taxing master to consider the question of a special agreement, under 33 & 34 Vict. c. 28 (the Attorneys and Solicitors' Act of 1870), alleged by the client to have been made. As will be seen from our report, the alleged agreement was only verbal, while the 4th section of the Act referred to, and on which the master acted, requires all such agreements to be in writing. If a client has only to allege an agreement on such a subject to deprive the attorney of his right to have the question of agreement tried by a jury, leaving it to be decided by a taxing master, we can only say that this is one of the operations of the Act never contemplated either by the Profession or the Legislature. So far as the Profession is concerned the Act is virtually a dead letter, as in almost every case a client can bring about a taxation.

THE advertisement which we print below has been frequently sent to us. It is in its way a curiosity.

MONEY.—Mr. UTTON, Solicitor, 105, London-wall, City, has clients who advance money on reasonable terms, at a few hours' notice, in town or country, on furniture, farming stock, and crops, or any other security. Rent executions paid out. No charge unless business done.

The question is, what is the meaning of the expression "business done?" Surely an attendance is business done. Our correspondent says that he cannot find the name in the Law List. We are equally unsuccessful.

THE following advertisement recently appeared in a local newspaper:

LLOYD EDWARDS, and LLOYD, Attorneys and Solicitors, Ruthin.—This firm having been dissolved, and Mr. William Lloyd having since died, Mr. E. H. Edwards begs respectfully to offer his services to the clients of the late firm. For eight and a half years past he conducted its business in every department. He recollects with pleasure the kind reception he met with from the clients when he first joined the firm, and the congratulations to the late Mr. Lloyd on that occasion. He trusts that his diligence, care, and consideration for the interests of the clients, high and humble alike, at all times, will have been appreciated.

20, Castle-street, Ruthin, 22nd March, 1875.
A private circular note only, addressed to each client would have been more in keeping with professional usage, and in our opinion quite sufficient for the purpose. Clients do not usually look in the advertisement columns of a newspaper to ascertain who will carry on a firm of solicitors' business, a member of which has died. Nor do they usually seek for thanks through such a medium. We will say no more, however, except that we do not like the announcement from a professional point of view.

WE some time since set inquiries on foot for the purpose of ascertaining the number of solicitors holding commissions in volunteer and militia regiments in the home district, which inquiries have been attended with only partial success. There were last month certainly over eighty solicitors holding such commissions, and probably a much larger number. In one volunteer regiment alone there were, until recently, nine members of the Profession holding commissions in it. A considerable number of members of the Bar also hold commissions as officers in the auxiliary forces, not in-

cluding the officers of the "Devil's Own" (Inns of Court R.V.C.). It has more than once been urged upon the council of the Incorporated Law Society that some particular corps should be taken in hand by the council, and regarded as the solicitors' regiment. Such a system of isolation and exclusion would, however, in some degree, probably impair the efficiency of the force in general. Although not within our province, we venture to suggest that the learned professions might constitute a corps of cadets for the purpose of supplying officers to the auxiliary forces, due provision being made to prevent such a catastrophe as that of a barrister and solicitor shouldering a rifle side by side. Many military men now in command of volunteer regiments give a preference to applicants for commissions who are members of the legal profession, and this in part because they find that their mental training and intellectual exertions well suit them for military command and the exercise of authority. French lawyers have played a prominent part in most of the internecine wars in that country. We ought to add in regard to country regiments of militia and volunteers, that there is hardly one that does not number among its officers a member of one or other branch of the legal profession.

NOTES OF NEW DECISIONS.

LAW OF LOWER CANADA—AGREEMENT TO SETTLE ACTION—POWERS OF AN ATTORNEY IN LOWER CANADA.—The appellant brought an action against the respondent to set aside a deed thirty years old. The respondent entered into an agreement with the attorney of the appellant to settle the action, upon certain terms agreed upon between them. The respondent afterwards refused to carry out this agreement, and the appellant accordingly brought an action against him upon it, without having discontinued the first action. Held (reversing the judgment of the court below) that the pendency of the first action was not a bar to the institution of the second, as they were not substantially for the same cause, but the agreement was outside of, and collateral to, the first action, nor was the discontinuance of that action a condition precedent to enforcing the agreement. Observations of Turner, V.C. on this point in *Askew v. Wellington* (9 Hare, 65) approved. Held, further, that though an attorney (*avoué*) in Canada has power to bind his client, unless expressly disavowed, by any "proceeding in the cause," yet to enter upon an agreement such as that in question, collateral to the cause, and capable of being made the subject of a separate suit, is not within his power. *Semble*, that in Canada a counsel (*avocat*) has no wider authority than an attorney (*avoué*): (*King v. Pinsoncault*, 32 L. T. Rep. N. S. 174. Priv. Co.)

INJUNCTION—BREACH OF CONTRACT—BILL TO RESTRAIN DEFENDANT FROM COMPLETING HIS CONTRACT ENTERED INTO WITH THIRD PARTIES—PARTIES TO SUIT.—The corporation of B. advertised for tenders for the supply of stone to the borough of B. during the year 1875. A., C., D., and E., quarry owners, entered into an arrangement by which it was agreed that A. should send in the lowest tender, so that, if possible, it should be accepted, that C. should not send in any tender at all, and that D. and E. should send in tenders higher than A.'s; it was also arranged that A. should purchase from C., D., and E. certain quantities of stone to be supplied by him under his anticipated contract to the corporation, so that by this means A., C., D., and E. would each have some share in the profits to arise from A.'s contract with the corporation. Notwithstanding this arrangement, C. sent in a tender which was accepted. Held, on demurrer, that a bill for an injunction would lie against C. to restrain him from supplying any stone to the corporation under his contract with them during the year 1875. Held, also, that the corporation were not necessary parties to the suit: (*Jones v. North*, 32 L. T. Rep. N. S. 149. V.C.B.)

ACTION UPON CHEQUE—PLEA OF FRAUD—CHEQUE GIVEN IN RESPECT OF CONTRACT NOT REPUDIATED—WHETHER SPECIAL REPLICATION NECESSARY.—A contract induced by fraud is voidable and not void, and a party seeking to avoid such a contract must first renounce all advantage from it. If the defendant plead to an action upon a contract that he was induced to make the contract by the fraud of the plaintiff, such plea implies that he has repudiated the contract, and if he has not, the plaintiff is entitled to judgment without having specially replied that the contract was not repudiated, notwithstanding a finding of the jury that the contract was induced by fraud. To a declaration by the plaintiff, as payee, against the defendant, as drawer of a dishonoured cheque, the defendant pleaded that he was induced to draw the cheque by the fraud of the plaintiff. The cheque was, in fact, drawn in consideration of a business and leasehold shop sold by the plaintiff to the defendant, and the jury found specially, first, that the plaintiff had fraudulently misrepresented the value of the busi-

ness; and, secondly, that the defendant had continued to manage the business and to occupy the shop after having become aware of the misrepresentation. Held, that the plaintiff was entitled to recover, and a rule to set aside a verdict for him discharged: (*Dawes v. Harness*, 32 L. T. Rep. N. S. 159. C.P.)

COURT OF QUEEN'S BENCH—JUDGES' CHAMBERS.

Friday, April 2.

(Before Master HODGSON.)

Ex parte SCARTH.

Practice—Taxation.

Upon a summons to tax an attorney's bill, "without prejudice to the client's right to set up a special agreement as to remuneration, to charge negligence and to deny retainer."

Held that a master can, in an order to tax, direct the taxing master to consider any special agreement between the attorney and the client as to remuneration, and for that purpose call for the presence of witnesses on subpoena, and such other evidence as he thinks fit, but that he cannot consider the question of negligence or retainer (33 & 34 Vict. c. 28) referred to.

This was an adjourned application to tax an attorney's bill of costs with special reservations. The bill was for a considerable amount, and the client alleged that the attorney had agreed verbally to do the whole of the work charged for costs out of pocket only. This was denied. No action had been brought.

Counsel for the attorney contended that it was not in the power of the master on taxation to take cognisance of any such agreement as alleged, and that an order to tax with special reservations could not be made in any proceeding unless an action was pending thereupon, as the master had no power to direct witnesses to be subpoenaed, or to enforce their attendance and the production of documents.

The MASTER, however, held that he had power to direct the taxing master to call for any evidence on subpoena and otherwise, and to consider the question of a special agreement; but that the taxation of the bill admitted the retainer, and that the reservation as to negligence must be struck out. He made an order accordingly, and directed that the costs of the summons, reference, and taxation, should be in the discretion of the master, and further ordered that no proceedings at law should be commenced.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

FAITHFUL (Geo. Chave), Royal Hill, Greenwich, fishmonger. £50 Three per Cent. Annuities. Claimant, said Geo. Chave Faithful.

GRANVILLE (Right Hon. Edw. Montagu Stuart, Lord Wharncliffe); **RICHARD** (Right Hon. Belilly, Lord Wenlock); **LAWLEY** (Hon. and Rev. Stephen Willoughby, Esq., Rectory, York); and **TALBOT** (John Gilbert, Esq., George-street, Westminster, Esq., 274, 133rd. Three per Cent. Annuities. Claimants, said Right Hon. Edw. Montagu Stuart Granville, Lord Wharncliffe; Right Hon. Belilly Richard, Lord Wenlock; Hon. and Rev. Stephen Willoughby Lawley, and John Gilbert Talbot.

PEARCE (Ellen Harriett), a minor, of Durham-street, Strand, spinster. £26 18s. 1d. Three per Cent. Annuities. Claimant, said Ellen Harriett Pearce, spinster, formerly a minor, now of age.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

ANGLO-SPANISH COPPER COMPANY (LIMITED).—Creditors to send in by May 1, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Albert G. Beeston, 2, Burnham-villas, Richmond, Surrey, the official liquidator of the said company. May 6, at the chambers of V.C. H. at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BEARD (Wm.), 57, High-street, Camden Town, Middlesex, fishmonger and poultryer. May 6; Robert B. Barrett, solicitor, 8, Bell-yard, Doctor's Commons, London. May 26, V.C. H., at twelve o'clock.

EAMES (Thos. M.), 48, High-street, Bloomsbury, Middlesex, baker. April 19; C. H. Hodgson, solicitor, 10, Salisbury-street, Strand, London. May 3, M. R., at eleven o'clock.

MEER (Geo.), the elder, of Russell-square, Middlesex, and Brantridge-park, near Balcombe, Sussex, Esq. April 29; A. J. Riddle, solicitor, 2, Harcourt-buildings, Temple, London. May 10; V.C. M., at twelve o'clock.

MEER (Geo.), the younger, Brantridge-park, near Balcombe, Esq. April 30; A. J. Riddle, solicitor, 2, Harcourt-buildings, Temple, London. May 10; V.C. M., at twelve o'clock.

WHITWELL (Thos. B.), East Helmsley, York, farmer. April 30; Edw. Peters, solicitor, York. May 7, V.C. M., at twelve o'clock.

YOUNG (Michael), 10, Day-street, Newcastle-upon-Tyne, master mariner. April 24; Wm. H. D. Longstaffe, solicitor, Gateshead, Durham. April 30; V.C. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALEXANDER (Francis), formerly of 103, Leadenhall-street, London, stone factor and importer, late of 10, Rochester-road, Camden Town, Middlesex, gentleman. June 1; Lewis and Watson, solicitors, 89, Gracechurch-street, London.

BAKER (Samuel), Clevedon, Somerset, gentleman. May 30; W. J. S. Foster, solicitor, 1, Cathedral-green, Wells, Somerset.

BIRD (Francis C. W.), 6, Boscombe-place, Regent's Park, Middlesex. July 3; M. and F. Davidson, solicitors, 33, Spring-gardens, London, S.W.
 BORER (Wm.), Staplehurst, Kent, farmer. May 5; William O. Peterson, solicitor, 12, St. Helen's-place, London, E.C.
 BROWN (Rev. Geo. R.), The Rectory, Kirkham, Lancashire, May clerk. May 6; Wm. J. Dickson, solicitor, Kirkham.
 CAMPBELL (Emm. P.), 7, Grosvenor, Southampton, widow. May 1; W. E. Foster, solicitor, Aldershot.
 CAREY (Benjamin), Sydenham, Kent, painter, plumber, and glazier. June 1; Rodpath and Holdsworth, solicitors, 23, Bush-lane, London.
 CART (John), Bower-road, Maidstone, Kent, gentleman. June 5; Tassell and Son, solicitors, Faversham.
 COCKER (Wm. J.), heretofore of 48, Delancy-street, Regent's Park, Middlesex; late of Pension Internationale, Petite Rue St. Clienne, Nice, in France, gentleman. April 30; W. M. Sherring, solicitor, 3, Lincoln's-inn-fields, London.
 COVENS (Richard Thos.), 4, Palace-gardens, Kensington, Middlesex, Esq. May 15; West and King, solicitors, 66, Cannon-street, London.
 CRAWLEY (Aaron), formerly of Harrogate, York, grocer, but lately residing at 4, Bartholomew-road, South Tower-road, Middlesex, and lately carrying on business of a grocer, tea dealer, and cocoa and chocolate manufacturer, at 386 and 397, Strand, Middlesex, under the style of "Capper and Craven." July 3; Tidy, Herbert and Tidy, solicitors, 27, Backville-street, Finsbury, London.
 DUNSTER (Edith), Oxford, spinster. May 8; R. S. Hawkins, solicitor, 7, Old Bailey, London.
 EADS (Louisa), 15, Palace Gardens-terrace, Kensington, Middlesex, spinster. May 15; J. A. Bertram, solicitor, 22, Chancery-lane, London.
 FULLER (Wm.), Gibb's-green, North End, Fulham, Middlesex, market gardener. April 30; W. M. Sherring, solicitor, 3, Lincoln's-inn-fields, London.
 GARR (Henry F.), 188, Broad-street, Islington, Birmingham, grocer. May 15; W. E. Foster, solicitor, 27, Bennett's-hill, Birmingham.
 GRIFFITHS (Jos.), Alton-place, Wyde-green, near Birmingham, and 69, Great Hampton-street, Birmingham, wholesale jeweller. April 26; E. R. Williams, solicitor, 27, Bennett's-hill, Birmingham.
 HOPKINS (Serena), 22, Bryanston-street, Marylebone, Middlesex, spinster. April 26; W. M. Sherring, solicitor, 3, Lincoln's-inn-fields, London.
 HOPKINS (John), 65, Queen's-gate, South Kensington, Middlesex, and of Scotland, near Richmond, Yorkshire. May 29; Wilson and Co., solicitors, 1, Cophall-buildings, London.
 HOPKINS (Wm.), 26, Great Titchfield-street, Marylebone, Middlesex, grocer. May 29; Wm. A. Smith, solicitor, 90, Denbigh-street, London.
 HURCOM (Wm. H.), 17, Barnham-street, Tooley-street, Southwark, Surrey, carman. May 8; Geo. Ward Naunton, solicitor, 55, Chesapeake, London.
 LINDSEY (Geo.), 58, Princes-street, Leicester-square, Middlesex, merchants, and 14, Chyne-walk, Chelsea, Middlesex. April 20; Garrard, James, and Wolfe, solicitors, 13, Suffolk-street, Pall Mall East, London.
 JAMES (Thos.), 1, Watford, in Lancashire, merchant. May 1; Thos. J. Smith, solicitor, 6, Newton, Liverpool.
 JOHNSON (Rev. Francis C.), White Lakington, Somerset, clerk. June 1; Bostys and Bayliffe, solicitors, Raymond-buildings, Gray's-inn, London.
 KIRKLAND (Wm.), formerly of Morton, late of Old Bedford, Nottingham, gentleman. May 22; Burton, Son, and Ekins, solicitors, 31, James's-street, Nottingham.
 MERRITT (Anne), 1, Tottenham-place, Clifton, Bristol, spinster. May 14; Wadham and Chilton, solicitors, 3, Small-street, Bristol.
 MOORE (Eliza), 157, Bath-road, Birmingham, spinster. May 1; W. H. Griffin, solicitor, 31, Bennetts-hill, Birmingham.
 MORRIS (Mary Ann), Mullock, St. Ishmael's, Pembroke, widow. April 27; Jas. Price, solicitor, Dew-street, Haverfordwest.
 NICKSON (Elizabeth), Whitchurch, Salop, widow. June 24; Richard Palin, solicitor, Shrewsbury.
 NICKSON (James Thomas), formerly of York House, Bath, hotel keeper, Kingston-upon-Hull, wine merchant. June 1; Moss, Lowe, and Moss, solicitors, 19, Parliament-street, Kingston-upon-Hull.
 PARRAT (Thomas), formerly of 22, Chippinham-road, Harrow-road, Paddington, Middlesex. April 30; James Benbow, Lynton Villa, Park-road, Wallington, Surrey.
 PARRY (Eliza), formerly of 22, Chippinham-road, Harrow-road, Paddington, Middlesex, afterwards of 33, Westmoreland-place, Bayswater, Middlesex, and late of 1, St. John's-terrace, St. James's-road, Kingston-on-Thames, Surrey, widow. April 30; Benbow, Esq., Lynton Villa, Park-road, Wallington, Surrey.
 PHILLIPS (Wm.), Gaer Farm, St. Michael Cwmnd, Brecon, farmer. June 7; T. Watkins, solicitor, Pontypool.
 RICHIE (Philip Q.), 16, De Beauvoir-road, Kingsland, Middlesex, warehouseman. May 8; G. W. Naunton, solicitor, 24, Chesapeake, London.
 RUSSELL (Mary), formerly of Sunderland, late of 28, South-end, Croydon, Surrey, spinster. April 30; B. and A. Russell, solicitors, 50, Coleman-street, London.
 SABINE (Charles E.), Oswestry, Salop, solicitor. June 1; Minshall and Parry Jones, Oswestry, Salop.
 SHEPPARD (Rev. Thos.), formerly of St. John's Rectory, Coventry, Warwick, late of 1, Campden Hill-road, Kensington, Middlesex. May 31; Boodle and Partington, solicitors, 58, Davies-street, Berkeley-square, London.
 SHELTON (Needham), Belgrave-gate, Leicester, butcher. June 1; Stone and Billson, solicitors, Welford-place, Leicester.
 SKELTON (John), 15, South-crescent, Bedford-square, Middlesex, Esq. May 12; Piesse and Son, solicitors, 15, Old Jewry-chambers, London.
 STREMAN (Dr. F. S.), Sharnbrook, Bedford, surgeon. July 1; M. Reid Sharnam, solicitor, Wallingborough, Northamptonshire.
 SUTTON (Edward), Sea View, Onchan, Isle of Man, gentleman. May 1; John Quinn and Sons, solicitors, 22, Lord-street, Liverpool.
 THOMAS (Mortimer George), Salhamstead, Berks. Esq. May 18; P. Lucas, solicitor, 50, Fenchurch-street, London.
 TOMES (Henry), Whittall-street, Birmingham, and Acock's-green, Worcester, merchant. May 15; Whately and Co., solicitors, 41, Waterloo-street, Birmingham.
 VERNON (Ann), Litherland Park, near Liverpool, widow. May 1; H. Bannan and Co., accountants, Liverpool.
 VERNON (John), Liverpool, and of Litherland Park, near Liverpool, Liverpool. April 15; H. Bannan and Co., accountants, Liverpool.
 WATSON (Robert), 1, Phillimore-gardens, Kensington Middlesex, solicitor. May 1; Watson and Sons, solicitors, 12, Bouverie-street, Fleet-street, London.
 WHITE (John), White Horse-lane, Stepney, Middlesex, timber merchant. May 15; Gellatly, Son, and Watson, solicitors, 4, Lombard-street, London.
 WILKINSON (George F.), Eardley End, Audley, Stafford, farmer. April 14; Thomas Sherratt, solicitor, Kidsgrove, Staffordshire.

Peckham.—Nos. 217, 219, 221, and 223, Sumner-road, and Nos. 1 to 4, Melon-place, term 14 years—sold for £245.

By Messrs. MARSH, YETTS, and MILLER, at the Guildhall Coffee-house.

Cornwall, Manor of Helston.—The lease of the North Loyal Mine, with plant and machinery, term 15 years—sold for £330.

The reversion to one-sixth part of £14,883 3s. 3d., Three per Cent. Consols and £4,802 New Three per Cent. life aged 70 years—sold for £2475.

The life interest in one moiety of the income of £225 10s. 7d. Consols, life aged 23 years—sold for £120.

Tuesday, April 6.

By Messrs. DIBBENHAM and Co., at the London Tavern, Leicester-square, Prince's-street.—The lease of the Denmark Hotel, term 37 years—sold for £680.

By Messrs. DIBBENHAM, TAYLOR, and FARMER, at the Mart.

Essex, Woodford.—The residence, Salway-house, and 1a. 1r. 14p., freehold—sold for £2350.

A plot of land, containing 2a. 1r. 27p., freehold—sold for £200.

A residence, with two houses and stabling, term 71 years—sold for £700.

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Barnstable	Wednesday, April 14.	Charles Jerom Murch, Esq.	3 days	J. H. Toller.
Bath	Monday, April 13	Thos. Wm. Saunders, Esq.	14 days	J. Taylor.
Bideford	Friday, April 16	Charles Jerom Murch, Esq.	14 days	James Rooker.
Birmingham	Monday, April 13	A. R. Adams, Esq., Q.C. ...	14 days	T. E. T. Hodgson.
Bridgnorth	Friday, April 16	William Cope, Esq., Q.C. ...	14 days	William D. Hatte.
Devonport	Monday, April 13	H. T. Cole, Esq., Q.C., M.P.	10 days	G. H. E. Rundle.
Dover	Monday, April 13	Harry B. Poland, Esq.	8 days	G. W. Ledger.
Hythe	Saturday, April 17	Robert John Biron, Esq. ...	8 days	W. S. Smith.
King's Lynn	Thursday, April 15	D. Brown, Esq., Q.C.	10 days	T. G. Archer.
Ludlow	Tuesday, April 13	George Browne, Esq.	1 day	H. Salway.
Nottingham	Monday, May 31	Richard Wildman, Esq.	10 days	Arthur Wells.
Penzance	Monday, April 13	Charles S. C. Bowen, Esq. ...	10 days	Walter Borsae.
Scarborough	Tuesday, April 13	Alfred W. Simpson, Esq. ...	14 days	John J. P. Moody.
Southampton	Monday, April 13	Thomas Gunner, Esq.	10 days	Edward Corwell.
Stamford	Saturday, April 17	The Hon. E. C. Leigh	10 days	John Torkington.
Warwick	Tuesday, April 13	T. Campbell Foster, Esq. ...	10 days	E. C. Heath.
Wigan	Wednesday, April 23	Joseph Catterall, Esq.		Thomas Heald.

COST OF PROSECUTIONS.

In accordance with an order of the House of Commons the Treasury minute of the 29th Jan. last on the taxing of costs incurred in prosecutions at assizes and sessions under the Summary Jurisdiction Act has been published. It opens by stating that the Chancellor of the Exchequer had brought under the notice of the board the arrangements adopted in July 1857, for the examination of costs of prosecutions at assizes and sessions. In 1872 the late government while their Bill for the appointment of public prosecutors was before the House of Commons, had intended to introduce clauses for relieving the jurisdictions of such costs, but the Bill did not become law. After explaining the relation in which the Treasury stands to the controlling officers and the principles on which its examination of the accounts is based, the minute proceeds: In deciding as to the alterations of the present practice which it will be desirable to introduce, the Chancellor of the Exchequer proposes to leave the payment of these costs (as the statute has placed it) upon local funds, but in providing for the reimbursement of the local purse he would draw a distinction between the costs incurred in cases at assizes and at sessions respectively. At the assizes the "proper" officer of the court by whom the costs are ascertained and allowed is the clerk of assize, or in the counties palatine of Lancashire and Durham, the clerks of the Crown. These officers cannot, in the ordinary acceptance of the words, be termed officers of the Government or of the Treasury. The clerks of assize are appointed by the senior judge on the circuit for the time being, and are understood to hold their offices for life; they are officers of the court and responsible to the judge for the proper conduct of the administrative business of the assizes, and their only relation to the Treasury consists, since they have been remunerated by salary in lieu of fees, in the fixing of that salary, and in the payment of it from a vote which is administered by the Treasury. The clerks of the Crown are equally, in the exercise of their functions, independent of Treasury control. On the other hand, if the clerks of assize are not officers of the Treasury, they are still less amenable in their taxation to the local authorities of the counties and boroughs which they visit at the time when the assizes are held; and experience has shown that although they will not refuse to answer inquiries preferred by the local authorities as to any matter connected with costs on which the Treasury might desire explanation, they do not consider it a part of their duty to supply this information. The result, therefore, of any reduction of costs which have been allowed by a clerk of assize and paid by the local treasurer on his certificate, whether such reduction arises from defective information or from deviations from a scale, is to impose a loss upon the jurisdiction in a matter over which it has no control, and for which it cannot be held responsible in the same degree as if the taxation had been conducted by an officer of its own.

For these reasons it has been decided that in all cases in which a claim is preferred to repayments of costs authorised by courts of Oyer and Terminer and general gaol delivery, such payment shall, from the time appointed for giving effect to this regulation, be made to the jurisdiction in full, subject however to the following conditions—that the claims are preferred half yearly in the same

manner as at present, accompanied by the orders of court and certificates in proper form, with the receipts of the witnesses attached for the payments made to them, and that the offence specified in the order is one in respect of which the statutes give costs, or in which the costs have hitherto been regarded as repayable from the grant of Parliament.

Although no examination of the orders and certificates will be made with a view to the disallowance or reduction of any items which they may contain, my Lords consider it highly desirable that such examination should still be instituted for the purpose of detecting and noting any errors or deviations from authorised scales and regulations which may be found in such orders. They have recently been furnished with particulars of the disallowances made under several heads in the years 1872 and 1873, and they find that in the first of these years the sums disallowed from orders at the assizes, owing to errors in the certificates, and non-observance of the scales and regulations of the Secretary of State, amounted to £2605, and in the year 1873 to £582. It will, therefore, be apparent that although the jurisdictions are no longer to bear any losses arising from errors of this description in assize cases, it will be necessary in the interests of the public funds to guard as far as possible against the recurrence or increase of irregular payments of this nature, and my Lords reserve to themselves to consider how this can best be effected. It must, however, be observed in the next place that if the taxation at assizes is not conducted by officers responsible to the local jurisdictions, the same cannot be said to be the case at the sessions. The taxing officers are there the clerks of the peace, who, in counties are appointed by the lord lieutenant, but are subject to dismissal by the justices in quarter sessions; and in boroughs are appointed by the town councils, and who are therefore amenable to the local authorities for the proper discharge of their duties. It does not appear that the irregularities which have caused disallowances from the claims at assizes are less noticeable in cases at the sessions. My Lords find, on referring to the particulars of disallowances before mentioned, that in 1872, sums amounting altogether to £255 were disallowed on account of errors in the certificates, and non-observance of the scales, in sessions cases, while in 1873, the disallowances from the same causes amounted to £2425. The attention of the local authorities has been repeatedly drawn to the necessity of a proper observance of scales and regulations in the ascertainment of costs, but not with entire success, as those figures show. The considerations which have prompted the government to repay the costs at assizes without holding the local authorities responsible for errors which may have been committed, do not apply in the same degree to the costs at sessions, where the taxation is conducted by local officers; and if the present system of examination and disallowance is not to be continued as regards these latter costs it will be better, with a view to prevent irregular claims on the one hand, and on the other to allay the dissatisfaction which is now felt by the jurisdictions, that the repayment in sessions cases should be adjusted on the principle of a commuted sum for each prosecution, ascertained by taking a separate average for each county and borough of the number of prosecutions and of the amounts allowed in previous

REPORTS OF SALES.

Thursday, April 1.

By Messrs. NEWBORN and HARDING, at the Mart.
 Hounslow.—Nos. 1 and 2, Lavender-cottages, freehold—sold for £270.
 High Holborn.—No. 229, High Holborn, term 30 years—sold for £545.
 Snarebrook.—No. 25, Grove-road, freehold—sold for £800.

The Chancellor of the Exchequer recommends to the board to adopt an arrangement of this nature, which should, he considers, come into effect at the same time as the full repayment of the costs in assize cases. My Lords agree with this recommendation, and will take steps to carry it out. It appears to their Lordships that a similar mode of repayment may also well be adopted for cases under the Criminal Justice and Juvenile Offenders Acts, as in these cases the fees and rates of allowance should be very nearly uniform throughout England. My Lords consider that the commuted sum to be allowed henceforth for each prosecution at sessions and under the summary statutes should be ascertained by taking the number of prosecutions in the three years preceding the 30th June 1874, in each separate jurisdiction, and the amounts allowed, after examination at the Treasury, to the jurisdiction in respect thereof during the same period, and, dividing the second by the first, the result will give the sum to be allowed for each prosecution for the future, irrespective of the number of prisoners which such prosecution may embrace. It will be possible, in this way to effect a near approximation to the payments which have been hitherto made; and in their Lordships' opinion the experiment should be tried for three years, at the end of which time it is to be understood that it will be open to revision, by taking a fresh average of the actual costs of the then preceding three years, should circumstances appear to call for it. It will be necessary that the claims for cases at sessions and under the summary statutes should be sent to the Treasury half-yearly, as heretofore, accompanied by the vouchers. No examination of the latter will be made with a view to disallowance or reduction, but the examination will be limited to seeing that the order is (as in cases at the assizes before referred to) in proper form, and that the offence specified therein is one in respect of which the statute gives costs, or in which the costs have hitherto been repaid from the vote of Parliament. If these conditions are satisfied the commuted sum will then be allowed in respect of each prosecution. The vouchers in these cases will in the first instance be retained for statistical purposes, and with a view to a possible revision at the end of three years, but every facility will be afforded to any jurisdiction which may desire to inspect them or to have them returned. My Lords will hereafter cause the decision at which her Majesty's Government have arrived in regard to the manner of repaying costs of prosecutions, and which is set forth in this minute, to be notified to the several jurisdictions; and they are of opinion that, with a view to uniformity, it will be desirable that the new system should commence in every case with the payments for the half-year ending Dec. 31st, 1874, the vouchers of which are now in course of transmission to the Treasury, and the examination and repayment of which would not, in ordinary course, be completed before the commencement of the next financial year. The interval which will elapse will not be more than sufficient to enable an average to be taken for the purposes of the repayment in sessions cases.

There is one further point in respect of which their Lordships feel that some action is imperatively required, with a view not only to prevent loss to the jurisdictions, but also to guard the public purse against irregular claims. They refer to the number of instances in which, under tables still in force, obsolete and irregular fees are paid to clerks of the peace and justices' clerks. The only result of such tables is that in jurisdictions where they still are found the expense of a prosecution is much greater than in other localities where the authorities have had their tables revised to adopt them to modern law and practice. In their Lordships' opinion these differences cannot any longer be defended. The Secretary of State has established a uniform scale of allowances to prosecutors and witnesses, under the Act of 14 & 15 Vict., c. 55; and he has power, under the Act of 11 & 12 Vict., c. 43, to settle tables of fees for clerks of the peace and justices' clerks, upon the same being submitted to him by the justices in quarter sessions, and by the councils in boroughs, but he is unable to take the initiative in such revision. It was proposed by the Public Prosecutors' Bill to make it compulsory on all jurisdictions to send up their tables to the Home Office for revision within a defined period, and their Lordships trust that legislation with this object will be again attempted, so as to insure uniformity of allowance in these tables.

HOW TO IMPROVE THE RENT OF OFFICES.—It is a fact well deserving to be known, that in numerous instances premises badly constructed and inefficiently lighted have remained unlet for considerable periods, until the landlords have determined to avail themselves of that useful invention, Chappuis' Reflectors, which give perfect daylight and supersede gas. It is no uncommon thing to find an office letting at an advanced rent of 20 per cent., simply owing to the improvement in lighting. Prospectuses, &c., of Patentee, P. E. Chappuis, 69, Fleet-street, London.—[ADVT.]

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Thursday, March 11.

(Before H. W. COLE, Q.C., Judge.)

WARREN v. THE GREAT WESTERN RAILWAY COMPANY.

Liability for unpunctuality of train.

His Honour said: This case, which involved the liability of railway companies to passengers for unpunctuality of trains, was argued by Mr. Motteram as counsel for the plaintiff, and by Mr. Wightman Wood as counsel for the defendants. The plaintiff, who is a barrister, sought to recover 32s. for the cost of a carriage and pair from Wellington to Morville Hall, near Bridgnorth, being the expense he was put to by reason of an alleged breach of contract on the part of the defendants. It appeared that the defendants, by their time-tables, which were put in evidence and admitted, advertised a train which is timed to leave their station at Birmingham at 1.38 p.m. and to arrive at Bridgnorth at 4.35, but passengers would have to change at two intermediate stations—namely, at Wellington and Buildwas. The train in question was a through train from London. On the 6th Aug. last the plaintiff, accompanied by his sister, took a ticket for Bridgnorth. The ticket was in evidence and professed to be issued subject to the conditions stated in the company's time-bills, one of those conditions being thus expressed: "The published train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the train shall not start from them before the appointed time, but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills; nor will they be accountable for any loss, inconvenience, or injury which may arise for delays or detention, unless upon proof that such loss, inconvenience, injury, delay, or detention arose in consequence of the wilful misconduct of the company's servants." His Honour considered that the ticket and the time-bills referred to in it, constituted the contract between the parties, and that as a general rule the terms on the ticket bind the party who accepts it. *Stewart v. London and North-Western Railway Company* (33 L. J. 199, Ex.). It appeared by the evidence that the train in question, instead of starting from Birmingham at 1.38 p.m., according to the time bills, was so late in arriving from London that it did not start from Birmingham until past two. The plaintiff after taking his ticket waited for the train on the platform, and it being important to him to arrive at Bridgnorth at 4.35, he made inquiries of the company's station-master, who assured him that he would arrive in Wellington in time to catch the train which is timed to leave there at 3 p.m. for Bridgnorth. His Honour, however, did not attach much importance to the conversation with the station-master, nor did he consider that it in any way altered the terms of the contract which existed by means of the ticket and time bills. The plaintiff started on his journey at a little after 2 p.m., and arrived at Wellington about 3.20 instead of 2.53, being a difference of 27 minutes. The 3 p.m. train from Wellington to Bridgnorth, via Coalbrookdale, had then left, and there would be no other train until 6.53, which would arrive at 7.56 p.m. instead of 4.35. The plaintiff, not choosing to be detained nearly four hours at Wellington, at once hired a carriage and a pair of horses to take him from Wellington to Morville Hall, his place of destination, which is only about half a mile from the Bridgnorth Station. This carriage and pair, with the expenses incidental thereto, cost the plaintiff the 32s. for which this action was brought. His Honour said he should have no doubt whatever concerning the plaintiff's right to recover the expense from the railway company if the contract consisted of the ticket and timebills only, without the special conditions already quoted, which created much difficulty. The plaintiff had given no evidence to prove that the delay in the arrival of the train at Wellington in time for the 3 p.m. train from that place to Bridgnorth arose from the negligence or misconduct, wilful or otherwise, of the company's servants, except the fact that the train, when it left Birmingham, was twenty-two minutes later than the time announced in the time bills, and was twenty-seven minutes late in arriving at Wellington. But the reason for the unpunctuality was wholly unexplained, and he could not consider the bare fact in itself sufficient to prove "wilful misconduct" on the part of the company's servants. The case then reduced itself to whether the special condition was binding on the plaintiff, or could be treated as invalid. Mr. Browne, in his treatise on the law of carriers with reference to the carriage of passengers, stated that a railway company cannot absolve itself from the results of negligence in not

starting a train by stating on the time tables that the company will not hold itself responsible for delay or any consequences arising therefrom. "Any such restrictions or limitations (he says) must be reasonable, or they will not be held to be warrantable in a court of law" (p. 415). But he quoted no case in support of this statement, except the *Nisi Prius* case of *Buckmaster v. The Great Eastern Railway* (23 L. T. Rep. N. S. 471). But the decision so quoted did not appear sufficient to support the author's statement, for the company's ticket in that case stipulated that the company should not be liable for any delay in the starting or arrival of trains "arising from accident or other cause," and Baron Martin held that the words "other cause" must be construed as "other cause of accidental kind," and not any other cause whatever; and therefore that, as the delay was proved to have arisen from the neglect of the company's fireman to light the engine fires in proper time, and not from any accident, the company were liable. The decision affirmed that the condition was binding, and merely construed its proper meaning and effect. He could not consider it as an authority for holding that a condition like the present one could be rejected for being unreasonable, when it applied to passenger traffic. If the condition applied to the carriage of goods, and was unjust or unreasonable, it would be void under section 7 of the Railway and Canal Traffic Act, 1854. But that section applied conditions with respect to goods traffic only, and not to passenger traffic. Section 2 of that Act applied to traffic generally, and every railway company was thereby required "to afford all reasonable facilities" with respect to such traffic, and they were prohibited from subjecting any particular person, &c., "to any undue or unreasonable prejudice or disadvantage in any respect whatever." But the only remedy given by the Act was by complaint to the Court of Common Pleas, whose jurisdiction had since, by the late Act (36 & 37 Vict. c. 48), been transferred to the Railway Commissioners. If a railway company proffered unjust and unreasonable conditions to passengers, and would not convey them by their line unless they submitted to those conditions, they would act most improperly, and a complaint might be made to the Railway Commissioners, and this might be done not only by a private individual who is aggrieved, but by a Municipal Corporation, without proof that such Corporation is aggrieved. (Sect. 13 of 36 & 37 Vict. c. 48.) The Municipal Corporation of Birmingham could, if they thought proper, lodge a complaint against the Great Western Railway Company for acting in contravention of section 2 of the Railway and Canal Traffic Act, by imposing on passengers between Birmingham and London and the intermediate places unjust and unreasonable conditions, and thereby acting so as not to afford the "reasonable facilities" required of them by the Act, and the Railway Commissioners might order the condition in question to be abrogated or modified. The Corporation of Birmingham would, he thought, do well to bring the case of this company before the Railway Commissioners, for it could scarcely be expected that any private individual would do so at his own expense. But, in the meantime, the condition when accepted by the passenger appeared to him to be binding in law, although unjust and unreasonable. Before the Railway and Canal Traffic Act a carrier of goods might make a special contract with a customer, limiting his responsibility, even in cases of gross negligence, misconduct, or fraud on the part of his servants. *Peek v. North Staffordshire Railway Company*, per Justice Blackburn (10, H. of L. Cas. 494), where the cases are collected. But by such Act the Legislature interposed, so far as regards the carriage of goods only, and not as regards the carriage of passengers. The conditions imposed by a railway company on the carriage of goods must be just and reasonable, or they would be void under the Act. But the conditions imposed on the carriage of passengers were not touched by the Act, and were legally binding now, although unreasonable, as all special contracts concerning goods were before the Act. He inferred from the cases of *Stewart v. The London and North-Western Railway Company*, *Hurst v. The Great Western Railway Company* (19 C. B.) and *Van Toll v. South-Eastern Railway Company* (31 L. J. 241, C.P.) that such would be the decision of the superior courts, if the case should be brought before them. He was aware that a contrary opinion had been expressed by several judges of County Courts, for whose abilities and learning he entertained the greatest respect. But several other judges of County Courts had decided the other way, and none of the decisions were binding upon him, except so far as they were consistent with the decision of the superior courts. He had considered whether the conditions could properly be treated as repugnant to the contents of the time bills, and be rejected on that ground; but he was unable to come to a conclusion in the affirmative. He thought the condition as it stood was unjust

and unreasonable, and one which, if applied to goods traffic, would be void under the statute: (*Peck v. North Staffordshire Company*, 10 H. of L. Cas. 473). But the law was defective for the protection of passenger traffic, and it was for the Legislature to remedy the defect. If this railway company persisted in imposing this unjust condition on passengers, then an application to the Railway Commissioners appeared to him to be the only available remedy. Even conceding that, by implication of law, an obligation was imposed on the company of using reasonable diligence to be punctual, and that they were liable for neglect of the obligation in every case of substantial injury resulting from neglect, he should not in the evidence before him be justified in holding that the plaintiff had made out a case, simply because the train occupied in its journey from London to Birmingham twenty-two minutes, and in the journey from Birmingham to Wellington five minutes, more than the times appearing by the time tables. He was therefore compelled to decide against the plaintiff, and should give a verdict for the defendants, without costs, and he would give the plaintiff permission to appeal if he wished it.

BLOOMSBURY COUNTY COURT.
(Before G. LAKE RUSSELL, Esq., Judge.)
Feb. 19 and March 5.

HEATH v. LONDON AND NORTH-WESTERN RAILWAY COMPANY

Carriers' Act—Construction.

The protection afforded to common carriers by land by the Carriers' Act (1 Will. 6, c. 68), applies to cases in which the aggregate value of articles of one or more of the classes mentioned in sect. 1 exceeds £10.

THIS was an application for a new trial on the ground of the misdirection of the learned judge, when the case was heard before him and a jury on 16th Feb. The action was to recover £19 19s., the value of a box and its contents, alleged to have been lost by the defendant. The box contained, amongst other things, various articles of the description mentioned in the Carriers' Act, but all these articles were of different classes, and no one of them in itself was of the value of £10, although their total value amounted to between £16 and £17. At the conclusion of the plaintiff's case, *Page*, who appeared for the defendants, submitted that the learned judge should direct the jury that, in the event of their finding for the plaintiff they could only give him the value of the box and its contents, less the value of the articles which were of the description mentioned in the Carriers' Act. His Honour declined so to direct the jury, and did, in fact, direct them that if they found for the plaintiff, they must do so for the value of all the things lost. The jury returned a verdict for the plaintiff for £19 19s., the sum claimed, and His Honour gave leave to the defendants to move the court generally. Hence the present application on behalf of the defendants.

Ernest Page appeared for the defendants, and *Harmsworth*, instructed by *Johnston, Farquhar, and Leech*, for the plaintiff, to oppose the application.

Page said he appeared, pursuant to leave granted, to move for a new trial, or else for a reduction of the verdict, on the ground of His Honour's misdirection. The box, which the jury held had been lost while in the custody of the defendants, contained, amongst various articles, a silk dress of the value of £9 17s., some studs of the value of £6, and some mosaics of the value of £1, all of which articles it was admitted at the trial, would, had they exceeded the value of £10, have come under the Carriers' Act.

His HONOUR.—I thought the dress only was in question.

Harmsworth.—My friend abandoned the rest. He said he would not contend for any of the other articles except the silk dress.

Page.—My position was this. I said I would not contest the value of any of the articles but the dress. The value of the other articles was admitted; but as the plaintiff had at first claimed £15 for the dress, and had afterwards reduced his claim to £9 17s., I wanted to know how the reduction had come about. It was only for that purpose I admitted the other part of the claim. Of course I did not admit that the things were lost by my clients.

His HONOUR.—You say, "I admitted the value, only I reserved the right to contend, are they or not within the statute?"

Harmsworth.—That is my friend's point. He raised it at the trial.

Page said, at the trial he raised this point, that the defendants were in any case protected against the loss of the articles in the box which were of the description named in the Carriers' Act. His learned friend had objected that as no specific article or class of articles exceeded £10 in value the defendants were not protected, and his Honour adopted that view. If that were correct it would

be possible to send in one parcel, each one of the thirty different classes mentioned in the Act of the value of £9, and the carrier would not be protected, though the aggregate value would be enormously above £10. This was certainly not the intention of the Act. That was to be gathered from the proviso, which recited that carriers should be protected against liability for "articles of great value in small compass." For that purpose it enacts that, after the passing of the Act "no common carrier by land shall be liable for the loss of or injury to any article or articles of the following description," and then a long list is given, when the value of such article or articles exceeds £10. The meaning of the words "article or articles" in the 1st section could not be that when a parcel is lost which contains more than one of those articles, the aggregate value of its contents being above £10, the carrier shall be liable. Surely jewels worth £8 and a watch worth £6 would equally be "articles of great value in small compass," as, for instance, a silk dress worth £12. The case of *Treadwin v. Great Eastern Railway Company* (L. Rep. 3 C.P. 308) which had at the trial been cited for the plaintiff, was beside the question. All that case decided was that when a parcel was lost containing articles of the description mentioned in the Carriers' Act, and articles not of that description, then the carrier was not protected from liability in respect of the articles without the Act. That is also divided in *Bernstein v. Bazendale* (28 L. J. 265, C.P.). The point in question had never been absolutely decided one way or the other, but by inference it had been decided according to the contention of the defendants in two cases, *Stasiger v. South Eastern Railway Company* (23 L. J. 293 Q.B.) and *Pianciani v. London and South Western Railway Company* (10 Ex. 793). The same thing is also stated to be the proper construction of the Carriers' Act in *Chitty on Contracts* and *Powell on Carriers*. The defendants were the largest common carriers in England, and on their construction of the Act they had fought and won hundreds of actions, and yet none of those actions had been appealed against.

Harmsworth.—It is impossible to say what an Act means by considering its intention. It is wrong to speak of an article being within the Carriers' Act. Take a watch worth £2, that is not within the Carriers' Act. In order to bring an article within the Carriers' Act two attributes must pertain to it. It must be of the description named in the Act, that is the first qualification; and secondly it must be of a certain value. The Act is not intended to give a carrier immunity in any case. If the defendant's construction be correct, it would give immunity in any case in which a number of small articles of the description, but not of the value mentioned in the Carriers' Act, exceeds £10. That was never intended. What was contemplated was that persons should not send for instance, a watch worth £20 in a parcel, without giving the carrier notice, and then sue them for the loss. All the cases cited for the defendants show clearly that an article to come within the Act must satisfy the two conditions of the Act. In the case of *Stasiger v. The Great Eastern Railway Company* there is no decision whatever on the point. It is only an inference drawn from it that any of the articles was worth less than £10. It is not stated so in the case.

Page.—£9 10s. can hardly be the value of £10.

Harmsworth.—It has been admitted that there is no case directly in support of the argument for the defendants. On the other hand, there are cases which decide that you may sever the articles in a parcel. You may take those within the Carriers' Act, and say the carrier is protected as against them, and not against those outside the Act. The defendants say you may take out the dress because it is not included in the Carriers' Act. Why may you not take out the studs, which as they are not worth more than £10, are not included? None of the articles lost by itself satisfies the Act, and the moment we begin to separate them we must look at their individual character and value. If the contention of the defendants is correct, hardly ever a gentleman's or lady's portmanteau comes into Euston station which does come within the Carriers' Act.

His HONOUR.—This is an application for a new trial on the ground of misdirection by me to the jury. The action is by the plaintiff, Mr. Heath, against the defendants to recover the value of a box and its contents, part of the plaintiff's luggage lost upon the defendants' railway. The case was tried before a jury who found for the plaintiff. The defence to this action was that the box contained articles within the Carriers' Act, which Act requires that certain articles, the value of which exceeds £10, shall be declared by a passenger to a carrier, so that the carrier may demand and receive a higher rate of charge upon it. The objection to my ruling, as I understand it, is that I held that if no one article of the prohibited class exceeded the sum of £10, then the Act did not protect the company, although the aggregate

value of those articles exceeded £10. The point was raised at the trial, when I had not looked into it. I was under the belief that the only one of the articles protected was a silk dress, and that the value of that was less than £10. It was said on the motion that in that belief I was under a mistake. I will therefore now give my opinion as to that point of law, and that is, that the company is protected if the aggregate value of the several articles exceeds £10, although no one of the articles exceeds £10 in value. Apart from authority, I think that is the true construction of the Act of Parliament, although it is hardly to be doubted that there is scarcely a lady who travels by railway whose luggage would not contain articles of the kind protected by the Act, and which in the aggregate would be worth more than £10, and who by law would, therefore, be unable to recover their value unless they are declared and the excess fare paid. I doubt whether that is generally known. I doubt, also, whether that was the intention of the Legislature. Still, however, I think it is the fair construction of the Act. It is remarkable how little authority there is on this point, but I have found one authority in *Bernstein v. Bazendale* reported in 6 Common Bench, new series. In the face of that authority I should hesitate to decide that I correctly stated the law to the jury, whatever my own idea might be. I certainly thought the only article of value about which there was any question was the silk dress, and that was obviously as the jury found under £10 in value; but that seems not to have been so from what occurred during the argument for a new trial. If the parties cannot agree as to the value of the different articles, I must direct a new trial reserving the costs of the first trial. I hope that the parties, however, will be able to agree, but what I do now is to direct a new trial.

HUDDERSFIELD COUNTY COURT.

Friday, April 2.

(Before J. W. DE LONGUEVILLE GIFFARD, Esq.)
EDDISON v. HICK.

Sale by auction—Trade Marks Act—Special contract.

H. Barker for the plaintiff, and *S. Learoyd* for the defendant.

The plaintiffs in this case were Messrs. Eddison and Taylor, auctioneers, Huddersfield, and the defendant was Mr. William Hick, tea-merchant, Rosemary-lane, Huddersfield. Plaintiffs' case was that on the 8th Dec. 1874, he had a sale by auction of a quantity of teasles, the property of Mr. Edmund Taylor, tea-merchant, Huddersfield. There were three cases marked "G," six marked "O," and six marked "P." Mr. Taylor conducted the sale, and the defendant was amongst those present. Before the sale the defendant asked Mr. Taylor how he proposed to sell the teasles, and he replied in the usual way, by the pack of 13,500, but the purchasers would have to take the teasles by the numbers on the cases. The defendant, pointing to one case marked "36,000," asked Mr. Taylor if he would guarantee there was that number of teasles in the case, to which he replied, "I'll guarantee the number on the case, but I won't guarantee there is that number inside, because I have not counted them." Two or three other gentlemen present at the sale said, "Sell on, Mr. Taylor, we understand what we are bidding for; teasles are never counted. Marks are always taken." The defendant bought the six cases marked "P," and had one case, bearing the mark "36,000" (representing the number of teasles inside), put on to a lorry and taken away. He bought the teasles at 65s. per pack of 13,500. Afterwards the defendant complained that the case he had taken away did not contain the number represented on the outside, and refused to receive the five other cases unless they were counted. The defendant wanted Mr. Taylor to go himself, or send someone, to count the teasles, but he refused to acknowledge any liability by having anything to do with such a proposal, as he stated that the defendant had purchased the case as containing 36,000 more or less. The plaintiffs re-sold the other five cases at 71s. per pack, and now sued the defendant for the value of the case he took away—namely, for 36,000 teasles, at the rate of 65s. for 13,500, which amounts to £8 13s. 4d. The defence was that the defendant bought the teasles by the pack, and he was entitled to have a pack; and this case came within the Trade Marks Act, by which the vendor was bound by the marks as to number, unless he gave a memorandum in writing that he would not be bound by them. No blame was attached to the auctioneers in any way, as Mr. Taylor only sold by the representations made to him; but it was submitted that the words he used to the defendant amounted to a guarantee that the case contained 36,000 teasles. The defendant tendered £7 19s. 8d. to Mr. Taylor for the number (33,160) of teasles the case actually contained, but by the authority of the vendor he refused to accept that sum.

to day the defendant paid that sum into court, and disputed the remainder.

The defendant gave evidence to the effect that Mr. Taylor guaranteed the case marked 36,000 to contain that number, and that he undertook to sell them by the pack.

His HONOUR thought that when the auctioneer agreed to sell by the pack, he sold the teasles at per pack according to the number inside, and thus varied the conditions of the sale binding the purchaser to take the cases by the numbers marked outside. Thus he was relieved from the point raised by Mr. Learoyd as to the Trade Marks Act.

Barker thought that the case was similar to a sale of land, where the total number of yards was marked on the plan, but the land was sold at per yard, and the number of yards on the plan was taken.

His HONOUR said that the two cases were not exactly alike; and if it was intended to sell the teasles by the case, why were not the biddings taken in the lump, instead of by the pack? Subsequently his Honour remarked to Mr. Learoyd that he thought the Trade Marks Act only applied to an article sold without conditions, but bearing some statement upon the case or label as to the quantity contained. He did not think the Act tended to preclude parties from having special contracts, and if he had to decide the case upon the Act of Parliament he thought he should hold that it did not apply to a case where there had been a special contract. He gave a verdict for the defendant.

Barker stated that the teasles were sold in the same cases in which they came to the owner, and he produced the invoice to Mr. Edmund Taylor, showing the number of teasles to be the same as marked on the case.

THE JUDGE AND THE ATTORNEYS.

MR. S. LEAROYD, addressing his Honour said: Before the business of the Court proceeds further, allow me to express the pleasure of my friends and myself in welcoming your Honour as the judge of our court. During the long period in which the late Mr. Stansfeld and Serjeant Atkinson presided in this court, I am proud to tell your Honour that the most kindly feeling always existed between them and the members of this Bar; and at the time Mr. Stansfeld, after many years' faithful service, retired into private life, he said there was not one single matter at which he had to feel regret at the conduct of anyone who had practised in this court before him, and that it gave him great satisfaction to remember the kindly feeling which had always subsisted, and which would help to make his retiring days far more happy. We were also gratified to hear from Serjeant Atkinson, when he left us only a fortnight ago, that presiding over this court had been a pleasure to him, and we were glad to hear from him that we had been conducive in making his duties less onerous to himself. And allow me now to say that it will be our earnest desire and pride to do everything we can to assist your Honour in the discharge of your duties here, and we sincerely hope that while we shall not hear for a very long time such expressions as we have heard from other judges on their retirement, still we hope that while you are sitting here—which we hope will be for many years—you will have no cause for complaint against the attorneys for the manner in which they may discharge their duties, or the endeavours they may make to assist the court.

His HONOUR, in reply, said.—I am extremely obliged to you for your kind welcome, and though I am come under some disadvantage after the eminent judges to whom you have referred, yet I have confidence that we shall harmoniously transact the business here. The experience of now nearly a quarter of a century in the courts has satisfied me of one thing, and that is this—that without the cordial co-operation of the practitioners in these courts no judge can efficiently discharge his duties. And I am quite sure, from what I have already seen, I can count upon your co-operation and assistance, and, I am afraid I must add, in the beginning at all events, of your kind indulgence. I am sure you will have no cause of complaint against me, for I shall always be ready to show courtesy and consideration towards the gentlemen practising here, and I trust I shall receive from you every assistance which you rendered to my predecessors. I hope that, whether the time may be long or short during which I may have the pleasure of sitting here, at the close of it we shall have a pleasant remembrance of our mutual relations.

The ordinary business of the court was then proceeded with.

MR. LENNOX PEEL, having been appointed Secretary to the Privy Council, Mr. Durnford, of the Home Circuit, a son of the Bishop of Chichester, has been selected by the Duke of Richmond as his private secretary.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY—DEBTOR'S SUMMONS—CREDITOR RESIDENT ABROAD—APPLICATION TO DISMISS SUMMONS—RIGHT OF DEBTOR TO EXAMINE CREDITOR—BANKRUPTCY ACT 1869, s. 7.

Two merchants who carried on business in partnership in Spain issued a debtor's summons against a broker in London in respect of a sum due on a balance of account, and their London agent made an affidavit in support of the summons. The debtor disputed the debt, and gave the creditors notice to attend on the hearing of his application to dismiss the summons, for the purpose of being examined as to the alleged debt: Held (reversing the decision of one of the registrars) that the debtor had no right to require the personal attendance of the summoning creditors, as they had made no affidavit on which they could be cross-examined: (*Ex parte Barron; re Irving*, 32 L. T. Rep. N. S. 139. Chan.)

LEEDS BANKRUPTCY COURT.

Friday, April 2.

(Before W. T. S. DANIEL, Q.C., Judge.)

Professional attire.

WHEN the business of the court commenced, two solicitors, one of whom wore an ordinary overcoat and the other a tweed suit, were asked by the Judge whether they were solicitors. In the courts where I have hitherto sat, observed his HONOUR, there has been a distinction in dress—optional, of course—between professional gentlemen and the public; otherwise a judge, until he knew all the faces, could not distinguish solicitors from other frequenters of the court. I do know whether this matter has been considered in Leeds, as adding to the usefulness of the court.

Bond, president of the Leeds Incorporated Law Society, and an extraordinary member of the Council of the Incorporated Law Society of the United Kingdom, who happened to be present, said: So far as we are concerned, it has not hitherto been the custom in Leeds, nor at the Hull and Scarbro' courts; but if your Honour were to intimate any wish that it should be so, I have no doubt we should gladly see to it.

His HONOUR.—I have no wish beyond this—to make the court respected in the eyes of the public, and in the estimation of suitors; and I do think that it is useful that a distinctive dress should be worn in court by professional men, who have the exclusive right to appear here.

Bond.—In appearing before your Honour at the Bradford Court I have always conformed to the local custom by wearing the legal gown. The subject was mentioned last week before Mr. Serjeant Tindal Atkinson, who said he should prefer to see the professional dress worn, but would not absolutely order it.

His HONOUR.—I quite concur in that, and desire in all matters, essential and non-essential, to agree with my learned colleague. I am inclined to think that this question of professional dress lies about midway between the essential and non-essential, leaning, if anything, rather towards the essential.

Bond.—That is quite our view.

His HONOUR.—It enables me to know that a gentleman addressing me is not an estate agent, or debt collector, or auctioneer's clerk, but a person who has a professional right to address the court.

The ordinary business of the court was then proceeded with.

LIVERPOOL COUNTY COURT.

Saturday, March 20.

(Before J. F. COLLIER, Esq., Judge.)

Ex parte BOLLAND; re PALETHORPE.

Bankruptcy Act—Secured creditors—Rules 99, 100, 101, and 272—A policy of insurance held to be a security within the latter rule.

THIS was a motion of an instructive character to secured creditors. The debtor, a cotton broker in Liverpool, in September last presented a petition for the liquidation of his affairs, and at the first meeting of creditors liquidation was determined upon, and Mr. Bolland chosen trustee. By the statement of accounts, the liabilities were represented to be £21,189, and assets £163 17s. 6d. Debts amounting to £4000 were proved at the first meeting, and other debts not then tendered were subsequently proved by lodging affidavits with the trustee, a provision in the recent Act enabling creditors to make proofs of debts in that manner. Amongst the latter was one by Mr. H. W. Meade King for £1209 1s. 4d., being for money lent to and paid for the use of the debtor, and for which, he stated, he held no security except a policy of insurance on the life of the debtor for £1200, which he valued at £200. By the rules under the present Act, a secured creditor is bound to state the particulars of his security in his proof, and the value at which he assesses

the same, and he is to be deemed a creditor only for the balance; and if it happens at any time afterwards that the security produces more than the value at which it has been assessed, the creditor is bound to hand over the difference to the trustee. This is an innovation in bankruptcy procedure which, although the Act has been in operation for five years past, appears to have escaped the attention it deserves. In the present case the debtor, subsequently to the admission of the proof of debt, died, and in due course the creditor received from the insurance office the amount of the policy. Mr. Bolland, the trustee, thereupon made application to Mr. King, for the odd £1000 which the security had realised in excess of the value placed upon it, in the proof, but the creditors' advisers having doubts as to the rights of the trustee, it was agreed to submit the case to the decision of the court.

Kennedy (instructed by Anderson, Collins, and Robinson) appeared for the trustee; and

Potter (instructed by Thornley and Dismore) for the creditor.

Kennedy shortly stated the facts of the case, and referred to the rules and decisions under former statutes as to the effect of a secured creditor proving his debt; and

Potter was heard in reply.

His HONOUR (without calling upon Mr. Kennedy further) said, the only question in doubt was, whether a policy of insurance was such a security as was contemplated by the 272nd rule, and in his opinion it was, and, in fact, the creditor had so treated it. The order must be in the terms of the motion, that the creditor pay to the trustee the difference between £200, the sum at which he had valued his security, and the amount of the policy, £1200. The costs to be allowed out of the estate.

Notice of appeal was given.

YARMOUTH COUNTY COURT.

Wednesday, March 24.

(Before J. J. WORLLEDGE, Esq., Judge.)

BLAKE (TRUSTEE in RE WRIGHT, A LIQUIDATING DEBTOR) v. MERCER AND PEACOCK.

Bankruptcy—Set-off—Maritime lien.

HIS HONOUR gave judgment in this case, which was a suit to determine the priority in respect of a sum of £120 11s. 6d., which was held or retained by Messrs. Mercer and Peacock, as fish salesmen, as a set-off against a liability of Wright to them, arising out of a previous fishing voyage. Wright, it appeared, was indebted to the firm in the sum of £115, of which only £15 had been incurred on the last voyage. As usual, the firm was employed by Wright as salesmen, and at the close of the fishing season, when Wright was made bankrupt, they retained the money in their possession, resisting the claim of the trustee, who contended that it should be included in the estate. Mr. Wiltshire, when the case was previously before the court, submitted that the crew had a lien upon the earnings of the boat, and that Mercer and Peacock were bound to hand the money over, less their proper commission, without any retention for any claim arising out of a previous voyage. Mr. Blofeld, on the other hand, submitted that a maritime lien could not be enforced in that court, because the herrings caught by them could not be considered as freight. Mr. Wiltshire argued in reply that fish was *quasi* freight, and that the crew had a lien upon it. His Honour said he had no power in that court to enforce a maritime lien; but if the case had gone into the Admiralty Court, and a maritime lien had been established for a portion of the proceeds, then he thought that Messrs. Mercer and Peacock would have been barred in setting off their claim against the amount of the lien. On that ground he thought the application on behalf of the trustee must be dismissed. It was a fresh case, and one which it was quite right to bring, and he should order the costs to the trustee to be paid out of the estate, but should leave Messrs. Mercer and Peacock, who had bagged a large sum, to pay their own costs.

Moseley, solicitor in the case for Messrs. Mercer and Peacock, contended that costs should follow the event, and asked that his clients' costs should be allowed.

His HONOUR said he thought Mr. Moseley was right in his argument, and he must, therefore, allow the costs, although taking all the circumstances of the case into consideration, he would rather not have done so. The motion was then dismissed with costs, which are to come out of the estate.

COUNTY COURTS BILL.—In reply to Sir Eardley Wilmot, in the House of Commons on Monday, Mr. Cross said it was the intention of the Lord Chancellor to introduce in the House of Lords very shortly a Bill which was substantially the same as that of last Session with respect to County Courts.

LEGAL NEWS.

MR. HAWKINS, Q.C., has withdrawn from the Reform Club.

THE Oxfordshire magistrates have awarded to Mr. Brunner, the coroner, 25 guineas, in addition to his salary, for his skill and assiduity in conducting the inquiry into the Shipton railway catastrophe.

THE Lord Chancellor will receive the judges, Queen's counsel, benchers, and registrars of the Court of Chancery, at his Lordship's residence, No. 5, Cromwell Houses, on Thursday, 15th April (first day of Easter Term), at twelve o'clock.

THE Great Seal Office Act 1874 (37 & 38 Vict. c. 81), abolishes the messengership of the Great Seal, and gives the Treasury power to abolish the office of clerk of the petty bag, with the concurrence of the Lord Chancellor and Master of the Rolls, and the office of clerk of the patents, with the concurrence of the Lord Chancellor.

MR. MORGAN HOWARD, Q.C., on Monday opened his first session as Recorder of Guildford, and it was a maiden one. The absence of any criminal case, he said, was a credit to the character of the district. The grand jury offered the learned gentleman their good wishes, and presented him with a pair of white gloves as a memento of his first and maiden session.

THE TIPPERARY ELECTION PETITION.—An elector of the county Tipperary, named Galway, has served notice claiming to be nominated as respondent in the election petition matter. Notice has also been served by Messrs. Dillon, solicitors (stated to be on behalf of the electors of the county Tipperary), to set aside Mr. Moore's petition on the ground that when it was lodged Mitchel was dead.

At Cheshire quarter sessions at Knutsford on Monday, Lord Egerton of Tatton presented, on behalf of the county magistrates, a purse containing £1330 to Sir Harry Mainwaring, in recognition of his services as deputy chairman of the quarter sessions during a period of twenty-six years. His lordship, in making the presentation, announced that it was also the intention of the magistrates to present him with a portrait of himself.

THE NEW COURTS OF JUSTICE.—The expenditure in respect of the new Courts of Justice in London up to the end of the year 1874 reached £1,042,905. As much as £933,288 of that sum had been spent in the purchase of the site and in incidental charges, and £85,596 in payments on account of contracts for the foundations and erection of the courts and offices, and architect's commission. The Civil Service estimates show that a further vote of £75,000 is now proposed for the erection of the building; the revised estimate for this is stated at £826,000.

THE COST OF THE EUROPEAN SOCIETY ARBITRATION.—A parliamentary return obtained by Sir J. Eardley Wilmot, respecting the expenses of the European Society Arbitration, shows that between the 21st Aug. 1872, and the 11th Feb. 1875, there was paid to various persons for services in the arbitration a sum of over £48,190. The arbitrator received £1837 10s.; the assessor, £2525; joint official liquidator, £10,000; joint official liquidator's clerks, £10,937 18s. 11d.; solicitors, £21,141 16s. 11d.; and solicitors in Canada, £185. The remaining sums were received by the secretary, assistant secretary, assessor's clerks, and secretary's clerks. The number of sittings held by the arbitrator was nine in 1872, five in 1873, and twenty-two in 1874. The number of judgments delivered at these sittings was 116.

A NEW CODIFICATION OF THE QUEEN'S REGULATIONS AND ADMIRALTY INSTRUCTIONS.—A very necessary work is, we learn, making satisfactory progress towards completion in the hands of Mr. Frederic J. Fegen, of Lincoln's Inn. It is a codification long called for of the existing Queen's Regulations and Admiralty Instructions for the Government of the Navy, together with the mass of circulars and various addenda issued since 1862, the year in which the last edition of these regulations was published. From the fact of Mr. Fegen being himself a naval officer, the service cannot but derive much advantage, as it will enable technical to be combined with legal knowledge, and thus, we hope, lead to the removal of many anomalies and irregularities in the present instructions which so often tend to mislead and confuse, if not to lead to the infliction of positively illegal punishments on board Her Majesty's ships. Mr. Fegen has more than once been employed on other responsible duties, notably was secretary to a commission which sat in connection with the well-known *Alabama* claims. Should he succeed in giving the navy a clear and comprehensible codification of the regulations under which it is governed afloat, he will have earned the thanks of both the legal and naval professions. In another column we publish a letter from Mr. Royle, also a member of the Bar, and formerly an officer in the Royal Navy, upon the subject of

naval courts martial, the constitution and mode of procedure before which are in part dealt with in the regulations above referred to.

THE APPELLATE JURISDICTION.—Sir John Stuart, the late Vice-Chancellor, writes to the *Times* to point out what he considers the defects in the Judicature Act, which he says it was not probable that a Government having so great a statesman as Mr. Disraeli at its head would blindly allow to come into operation. Sir John Stuart does not think that the way in which the Judicature Commission performed its work was likely to produce a successful result, and "it is no wonder that one of the most intelligent and efficient members of the commission has saved his character by the note of his disapprobation which he appended to the report. He thought that the interests of the suitors should have been considered and attended to by the commissioners, and he refused to concur in the report because those interests had been neglected." Every wise and intelligent man, Sir John says, is likely to agree in the opinion that the Judicature Act of 1873 entirely fails to effect a diminution of the delay and expenses of litigation, and it is also demonstrable that the changes which it proposes would, if it were allowed to come into operation, greatly increase the delays and expenses of unfortunate suitors. The 100 clauses of the Act, besides its numerous subdivisions of clauses, and its fifty-eight rules of procedure, are a formidable prospect to the poor suitor, at whose expense the questions of construction on all these clauses, subdivided clauses, and rules must be settled. There is also a volume of 104 folio pages of other sources of delay and expense to the unfortunate suitors in the shape of rules of court.

SAILOR-LAWYERS.—In the observations which we made the other day on the Merchant Shipping Amendment Act, we laid particular stress on the obvious objections to the 41st clause, whereby it was proposed to render the liability of the shipowner unlimited in the case of injury to persons or goods carried in any of his ships, unless he can prove that "he and his agents used all reasonable means to make and keep the ship seaworthy, &c." We pointed out that the existing limit of liability was already high enough to insure due caution in all but the most reckless and unscrupulous class of shipowners, and we urged that against this class the increased stringency of the proposed amendment in the law would be without effect. It is now stated that the 41st clause is to be withdrawn, and that the clause which Sir Charles Adderley proposes to substitute for it will contain no extension of the existing liability of shipowners. This concession will no doubt conciliate the opposition with which the Bill was threatened from the side of the ship-owning interest; but it seems to have aroused hostility in a new quarter. A continuance of the original proposal appears, it is stated, to be contemplated by Capt. Pim's "latest bill," which "begins by characterising the action of the Board of Trade as an estoppel of justice." This is a terrible charge, and the more so from the obscurity in which it is involved. It only shows how formidable a political opponent may start up in the path of a ministry in the person of a gentleman who combines the bluff outspokenness of the naval character with the trained lawyer's command of technical phrases, and who, even if he were in a little doubt as to the meaning of a big word, would of course be prepared to attack it with all the native daring of the British sailor.—*Pall Mall Gazette*.

SIMPLIFICATION OF THE LAW.—Mr. W. G. Romaine, in a letter to the *Times*, says that he thinks the practical suggestions made by Sir Henry Thring in his article on "The Simplification of the Law" in the *Quarterly Review* of January 1874, now reprinted in the form of a pamphlet, should, in order to bear fruit, be carried one step further. The adoption of Sir Henry Thring's suggestion of a Committee of Law for the work of law reform would, Mr. Romaine thinks, be fatal. No First Lord of the Treasury, Chancellor of the Exchequer, or Lord Chancellor could give his time to such labour. He proposes that there should be appointed a Minister for Law without a seat in the Cabinet, who should be appointed for ten years, and, if not a peer, should have a peerage for life. He should have a staff of permanent officials, one to superintend each of the great branches into which the reform of the law must be divided. Each superintendent should have able draughtsmen under him. The Minister for Law would determine the subjects, and engage the best men, and as many as could be well employed. To insure the passing of bills through the House of Commons the minister must have a colleague subordinate to him, a competent lawyer, without a seat in the House, a law advocate. This officer, besides working with the Minister for Law in perfecting draft bills, would appear at the bar of the House when his work came before it, and he would defend and discuss his measures in committee. The Law Minister would decide, with the concurrence of the Lord Chancellor, what bills should be brought

forward. If the subjects of the draft bills were judiciously chosen, and did not excite political or religious passion, the Houses of Parliament would soon look on the Law Minister's Budget as a certain valuable work which they were bound to pass very much on trust, and in reliance on the leaning of that officer and his staff. The expense of this plan would be considerable, but the heaviest part ought to be ended in ten years, though the Law Minister, with a diminished staff, should exist for ever.

LIBEL ON A TOWN CLERK.—The charge against Mr. E. Foster, publisher of the *Yorkshire Independent*, for a libel upon Mr. Curwood, the town clerk of Leeds, came on for hearing at the Leeds assizes, on Saturday afternoon, before Mr. Baron Amphlett. The case excited great interest, and the court was crowded to excess. Mr. Wills, Q. C., and Mr. Tennant appeared for the prosecution; Mr. Lockwood and Mr. Fenwick for the defence. The prisoner, on being placed in the dock, pleaded not guilty to the charge. Mr. Wills, in opening the case for the prosecution, said the defendant in the early part of March last, started a new weekly paper called the *Yorkshire Independent*, which he had himself alleged had a large circulation. A short time before starting the paper, Mr. Foster, who had taken, it appeared from the libel itself, a great interest in the Tichborne case, waited upon the mayor, and asked him to call a public meeting, for the purpose of considering the case, and to grant the use of the town hall for that purpose. The mayor was not disposed to do so, but said that before finally deciding he would like to consult his legal adviser, the town clerk. On going to the town clerk's office an interview took place, which Mr. Foster described in a libellous manner in his paper. The town clerk was described as an insolent braggart—one who wasted the resources of the corporation of Leeds in persecuting honest men. He was accused of bungling and blundering, and of being overpaid, and it was said that the corporation would do well to get rid of him, or even pay him £1250 annually to get him to resign his situation. The charges made by Mr. Foster had no foundation in truth whatever.—Mr. Wills having explained the law of libel generally, Mr. Baron Amphlett said he should have thought that a ratepayer had a right to express his opinion of the town clerk to his fellow ratepayers.—The Town Clerk was then examined, and said that the interview was grossly exaggerated, and that he had done his duty to the corporation.—The Mayor of Leeds (Mr. Alderman Marsden) also stated that there was no ground for the accusation brought against the town clerk.—Mr. Baron Amphlett said there were certain passages in the article which could hardly be considered fair and reasonable criticism. He thought the case ought to be settled without going to the jury.—Mr. Lockwood, after consulting with his client, made an apology for using the language complained of.—Mr. Wills said his client was satisfied, and would accept the apology.—Mr. Baron Amphlett said it was no part of his duty to express an opinion about the tone of the article; it was not his function to judge of a newspaper article.—It was decided that each party pay his own costs.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

BUILDING SOCIETY MORTGAGES.—With reference to Mr. Ballard's communication in the LAW TIMES of last week upon this subject, I am very glad to see that all building society mortgages under the new Act are to pay stamp duty. I do not see why they should not, indeed, I do not see why there should be to building societies any of the exemptions from stamp duties mentioned in sect. 41. Building societies are not now what they once were. They were originally intended to encourage habits of industry and saving amongst the working classes; but now the bulk of the business done in them is by well-to-do persons and by land and building speculators. Some of the buildings societies now lend money on a single mortgage to the extent of £20,000 or £30,000. Some of them also borrow money to the extent of half a million, and turn over that amount in the course of a year. They also pay interest upon the loans to them without any deduction for income tax, to the great prejudice of other taxpayers. However virtuous the principle once was of encouraging building societies by giving the members privileges over other landowners and ordinary taxpayers, it has now become a vice, by opening a very wide field for speculators, to the injury not only of the public but also of the respectable members of the legal profession; for, by means of these societies, the

greater part of the conveyancing business of the profession is monopolised by a few, who neither care to study the pecuniary interests of the profession generally nor the etiquette of the profession in their conveyancing practice; and the general public are burdened with taxes which the members of these societies ought in fairness to pay. I am of opinion that to exempt building societies, as at present constituted, from the payment of stamp duties is unnecessary and improper in principle and in practice. X.

LEGAL ADVISERS AT COURTS MARTIAL.—Everyone in the naval and military services ought to feel grateful to Captain Bedford Pim for bringing the above subject to the notice of the House of Commons. As a retired navy man, who has frequently acted as the prisoner's "friend," before these tribunals, I can testify to the evils of the present system, under which counsel for the defence, though allowed to appear, is not permitted either to address the court, or to conduct the *viva voce* examination or cross-examination of witnesses. That this places a prisoner at a great disadvantage cannot be doubted, when it is remembered that in England at all events, the court invariably has the assistance of a barrister or solicitor officiating as judge advocate, who practically manages the prosecution and advises the court upon any points of law or questions of evidence. It may not be generally known that the prisoner's "friend" on these occasions is obliged to deliver his "questions in writing to the officiating judge advocate by whom they are read over to the witness; and in the event of a discussion as to their admissibility, or upon any other matter, has to whisper his observations to the same official for the information of the court. The inefficiency of a cross-examination or argument carried on in this manner need scarcely be pointed out. My suggestion is, that in those cases where the court has professional assistance, the counsel for the prisoner, even if forbidden to address the court on his behalf, should at all events be allowed to examine and cross-examine witnesses as in other courts of law, as well as to argue any purely legal questions that may incidentally arise.

CHARLES ROYLE.

[We entirely concur in Mr. Royle's remarks. We have repeatedly directed attention to these important questions, and it is worthy of notice that quite recently a continual correspondence has been published in one of the leading journals of our principal seaport complaining of the present system.—ED. SOLS. DEPT.]

SERVICE OF SUMMONS ON A RAILWAY COMPANY.—I observe an enactment on p. 162 of the Students' Statutes which goes even farther than the rule quoted by "An Articled Clerk" in your last issue. It provides that "Any summons or notice, or any writ or other proceeding at law or in equity, requiring to be served upon a railway company, may be served by the same being left at, or transmitted through the post, directed to the principal office of the company, or one of their principal offices where there shall be more than one, or being given personally to the secretary, or in case there be no secretary, then by being given to any one director of the company" (8 Vict. c. 20 s. 138).

ANOTHER ARTICLED CLERK.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

145. THE NEW RULES UNDER THE JUDICATURE ACT.—Will you inform me in your next issue whether the rules of court made under the Judicature Act, and published in the *LAW TIMES*, 15th Aug., 1874, have yet become law, or if not, whether they can be safely relied upon by law students as probable future law; also whether the Act is likely to come into operation on the 1st Nov. 1875 (the time appointed by the Suspension Act 1874)?

ENQUIRER.

[The rules to which you refer have not yet received the necessary sanction, though it can hardly be supposed that they will undergo any material alteration. It is impossible to say when the Act will come into operation, although a statement on the subject by the Lord Chancellor in the House of Lords may be looked for any day. Law students need not concern themselves about either the Act or the rules for the present.—ED. SOLS. DEPT.]

146. CASE WANTED.—Some case was heard within the last three weeks in which it was decided that the parish must pay the expenses in connection with the washing of the clergymen's surplices, and that they were not defrayable by the incumbent. Will one of your readers kindly refer me to a report of the case and also cite any other cases and authorities bearing upon the subject?

A SUBSCRIBER.

147. MINUTE BOOK—EVIDENCE.—A committee verbally engage the services of a schoolmaster for an indefinite period determinable upon a month's notice and a minute of the resolution adopting the appointment is duly entered in the committee book. In case of dispute can this book be produced in evidence without being duly stamped, and, if not, what stamp should be affixed to it, or to the contract if reduced into writing, and signed by the schoolmaster? It is presumed that verbal evidence of the contract would be inadmissible in the face of this minute.

A SUBSCRIBER.

Answers.

(Q. 142.)—**ASSAULT—REMEDY.**—I would refer "A Subscriber" to the following extracts from Blackstone's Commentaries: In vol. 3 of the 20th edition of that work, page 134, the learned editor says "And here I must observe that for these four injuries, assault, battery, wounding, and mayhem, an indictment may be brought as well as an action, and frequently both are accordingly prosecuted, the one at the suit of the Crown for the crime against the public, the other at the suit of the party injured to make him a reparation in damages." Further on in vol. 4 of the same work, pages 243-4, the offences of assault and battery are again mentioned, and the editor there remarks "With regard to the nature of these offences in general, I have nothing farther to add to what has been elsewhere observed when we considered them as private wrongs or civil injuries for which a satisfaction or remedy is given to the party aggrieved, but taken in a public light as a breach of the king's peace an affront to his government, and a damage done to his subjects, they are also indictable and punishable with fines and imprisonment." From these quotations, as also from my reading of Smith's Manual of Common Law, 3rd edit., page 2; Addison on Torts, 3rd edit., c. 12, s. 1; Chitty's Burn's Justice, 28th edit., page 282, I am decidedly of opinion that at the Common Law "A Subscriber" may be answered in the affirmative. This opinion will, however, have to be subject to the provisions of the 24 & 25 Vict. c. 100, ss. 42-45, treated of in Addison on Torts, pp. 576, 577 (this statute is a mere re-enactment of the 9 Geo. 4, c. 31, ss. 27, 28, which is treated of in Chitty's Burn's Justice, before mentioned, page 283). "A Subscriber" will have to carefully consider the latter section before bringing an action, for I opine that if the certificate procurable thereunder be obtained, or the fine imposed paid, or the punishment awarded suffered, it would operate as a good defence to a civil action for the assault particularised in his query. I take it from the wording of "A Subscriber's" query that the offence committed did not amount to an unlawful wounding; if it did, according to *Love v. Howarth* (13 L. T. Rep. N. S. 297, M. T. 1865, Ex.), a conviction of the defendant for this offence is no bar to an action. Chitty's Burn's Justice, before mentioned, page 282, says "The adoption of both proceedings (i.e., civil and criminal) is considered vexatious."

A. W.

(Q. 144.) **BANKRUPTCY.**—I am not aware of any cases on all fours with that mentioned by "A Young Solicitor." The only case I know of that at all approaches it, is *Ex parte Jeffery; Re Hawes* (43 L. J. Rep. N. S. 27, Bank.). I am certainly of opinion that your querist would be entitled to his costs of the first petition under the circumstances narrated, and it seems to me his proper course to pursue is to apply to the court in which his petition was filed for an order upon the receiver thereunder (who is still subject to the jurisdiction of the court if he has not been discharged, which I should imagine he has not, as the second petition was filed immediately after the first: see *Ex parte Taylor; Re Morris*, 30 L. T. Rep. N. S. 473) to pay him his costs, or failing that, receiver having assets wherewith to pay, for an order upon the receiver or trustee under the second petition to do so. I have an idea that there has been a judicial decision that a second petition, where the receiver of the former one has not been discharged, and the proceedings are pending as they then undoubtedly would be, according to Mellish, L. J., in the before mentioned case of *Re Hawes*, is a mere continuation of the first; but I am sorry I cannot recollect so as to lay my hand upon the decision. If this be so, I think any judge having bankruptcy jurisdiction would have the power to make, and in doing what was right and just, would make such an order in the premises as would be satisfactory to "A Young Solicitor." Mellish, L. J., seems to think that the object of Bankruptcy Rule 292, was "that solicitors might know that if they acted properly they would get the costs of a liquidation petition, notwithstanding that bankruptcy (and I should hope a subsequent liquidation petition also) might ensue. Such a position of affairs as that put seems to have escaped the framers of the bankruptcy rules, as many other things escaped them, and I fancy Mellish, L. J., is perfectly correct when he says that if there were no such provision (i.e., a provision whereby a solicitor who presented a liquidation petition was entitled to the costs of it) no solicitor would ever act on behalf of a debtor who desired to present a liquidation petition, or would recommend him to adopt such a proceeding without getting his costs beforehand."

A. W.

Applications.

(Q. 117.) **LEGACY.**—May I ask "R. G." if he would kindly furnish me with any cases or authorities to support his answer to Q. 117?

A LAW STUDENT.

(Q. 126.) **LAPSE—RESIDUARY LEGATEES.**—Extracts from the will referred to in March 13: "I give, devise, and bequeath unto A. and B., their heirs, executors, administrators, and assigns, all my real estate and also the residue of my personal estate, upon trust, that they the said A. and B., or the survivor of them, his executors or administrators, shall, with all convenient speed, collect all moneys owing to my estate; and I direct my said trustees or trustee to sell all my said real estate, and to convert into money all such part of my residuary personal estate, as shall be saleable (power to sell by public auction or private contract, to convey, and to give receipts); and I hereby declare that my said trustees or trustee shall stand and be possessed of the moneys to be received by them or him

from the sale or sales hereinbefore directed to be made of my said real and personal estate, and of the moneys collected as aforesaid. Upon trust in the first place to retain all costs, &c., and then upon trust to divide the same equally among the three children by his second wife of my brother X., the two daughters by his first wife of my brother Y., and my nephew Z., share and share alike." Appointment of A. and B. joint executors. One of the daughters of Y. by his first wife died after the date of the will in the testator's lifetime; there seems no doubt that her share lapsed, and did not go to the other residuary legatees by survivorship. (Tud. L. C. R. P., 2nd edit. 812); but for the question whether or not a lapsed share of residue goes to the other residuary legatees or goes as in an intestacy, I do not find a satisfactory authority.

LAW SOCIETIES.

ARTICLED CLERKS' SOCIETY.

A MEETING of this Society was held at Clement's Inn Hall on Wednesday, 7th April, 1875. Mr. Rubinstein in the chair. Mr. Hanbart, LL.B., opened the subject for the evening's debate, viz., "That the present power of Imprisonment for Contempt of Court enjoyed by Her Majesty's Judges should be restricted." The motion was carried by a majority of two. The subject for next week's discussion is "That the right of action for Breach of Promise of Marriage should be abolished." To be supported by Messrs. Eady, LL.B., and Hebb. To be opposed by Messrs. Stone and Castle. The chair will be taken at 7.30 punctually.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 1st inst., the following being present, viz.: Messrs. Kelly (chairman), A. B. Carpenter, Drew, W. S. Masterman, Sidney Smith, Styant, E. Tylee, and Boodle (secretary). A grant of £10 was made to the aged son of a member long since deceased, and it was determined that his case should be further considered at the meeting in June; the consideration of several cases was postponed, one new member was elected, and other ordinary business was transacted. The annual general court will be held on Wednesday, the 5th May, when Lord Hatherley, the president, has kindly consented to take the chair at three o'clock.

UNION SOCIETY OF LONDON.

At a meeting of this society in the rooms of the Social Science Association, 1, Adam-street, Adelphi, on Tuesday last, for the annual election of officers. Mr. R. Hart Dyke (solicitor) was elected president, Mr. J. G. Minchin (solicitor) vice president, and Mr. F. A. A. Rowland (solicitor) honorary secretary. The retiring president is Mr. Sydney Woolf, barrister-at-law, and the retiring hon. secretary Mr. R. Ringwood, barrister-at-law. The committee is the same as last year with the exception of Mr. Charles Ford, who was not nominated.

LAW AMENDMENT SOCIETY.

At a meeting of the Law Amendment Society to be held on Monday evening next, the 12th inst., a paper will be read by Mr. G. Woodvatt Hastings, on "The Law of Compensation for Damage by riot, with suggestions for Amendment." The chair will be taken at eight o'clock.

WORCESTER AND WORCESTERSHIRE LAW STUDENTS' SOCIETY.

An interesting and animated debate on the subject of trial by jury took place at a meeting of this society held at the Law Library, Worcester, on the 5th inst. Mr. E. A. Davis, solicitor, presided.

The debate was opened by Mr. H. Goldingham, who very ably advocated the abolition of the jury system. His opponent was Mr. A. B. J. Sherlock, and the debate was continued by Mr. H. E. Macdonald, Mr. C. Griffiths, Mr. W. W. A. Tree, and the chairman.

Mr. Goldingham having replied, his resolution "that trial by jury should be abolished" was put to the meeting and defeated by a large majority.

BIRMINGHAM LAW STUDENTS' SOCIETY.

At the usual fortnightly meeting of this society, held on Tuesday, the 6th instant, Henry Parish, Esq., in the chair, Rupert Kettle, Esq., and John Stratford Dugdale, Esq., were (on the nomination of Mr. Alfred A. Baker, seconded by Mr. Weekes) elected honorary members of the society. The moot point discussed was: "A., a carrier, having contracted with B. to carry pictures, makes a second contract with a railway company to carry them; the pictures are injured through the negligence of the company. Can A. recover from the railway company, which has refused to defend, the costs incurred in defending an action brought against him by B.?" *Mors le Blanch v. Wilson* (42 L. T. Rep. N. S. 70, C. P.); *Bazendale*

v. London and Chatham Railway Company (44 L. T. Rep. N. S. 20, Ex.). Messrs. Hadley and David spoke, and the voting was in favour of the negative. A vote of thanks to Mr. Parish for presiding terminated the proceedings.

PORTSMOUTH LAW STUDENTS' SOCIETY.

A GENERAL meeting of this society took place on Monday evening last at the Masonic Hall, Portsmouth, when A. S. Blake, Esq., solicitor, presided. The subject for debate was "Ought the Infants Relief Act 1874, to be repealed?" The speakers in the affirmative were Messrs. C. W. Paterson, Hellyer, Bramsden, and Rowe; and in the negative Messrs. Sims, Fraser, Wainscot, and Dunmore. After a lengthy discussion the chairman called for a division, when there was found to be a majority for the negative of four.

PLYMOUTH STONEHOUSE AND DEVONPORT LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Athenæum, Plymouth, on Wednesday, the 31st ult., J. Shelly, Esq., in the chair.

Before the commencement of the discussion a vote of thanks was passed to Mr. J. P. Mann, jun., the late secretary of the society. The moot point for the evening was as follows:—"A. is the owner of certain lands in the parish of M., over which there has for many years been a road or path used by the public, and generally considered to be a public highway. This road A. closes by means of locked gates. The Highway Board of the parish of M. thereupon, after ineffectually requesting A. to remove the obstruction, by resolution direct their surveyor to do so. This he does. Are the Board and their surveyors liable to an action of trespass at the suit of A.?"

Messrs. E. Symons and W. Oliver in the affirmative, and Messrs. A. Weekes, and H. M. Prideaux in the negative.

After an animated discussion, in which Messrs. Wolferstan, Adams, and the secretary joined, it was decided by a majority of votes that neither the board, as a corporate body, nor their surveyor were liable.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

THE annual meeting was held on Wednesday week last at the offices, 126, Chancery-lane, W.C., James Cudon, Esq. the chairman, presiding.

Mr. F. McGedy (actuary and secretary) read the notice convening the meeting, and minutes of the preceding annual meeting. The directors' report and statement of accounts, having been circulated amongst the shareholders were taken as read.

The Chairman said—Gentlemen, since the last annual meeting we have, as you are all aware, had the misfortune to lose Sir William Forster, who had been chairman of the board from the establishment of the company. His remarkable urbanity of manner we shall ever pleasantly remember, as well as his diligent and able assistance—especially during the early stage of the company's career. It has fallen to my lot to be his successor, and however disappointing in the result this choice may be, you may rest assured that, while I have the honour to be chairman, I will give unremitting attention to the duties which that position involves. Twenty years have rolled by since we commenced operations, and those amongst us who shared in the labour of that commencement cannot but be gratified to see the hopes and expectations then entertained have been so well realised. (Hear, hear.) I am sure it is satisfactory to all who are now interested in the company, whether as shareholders or as assured, to observe the gradual increase in its prosperity from one quinquennial period to another, as exemplified in the report before you. (Cheers.) The result is a sound present gross income of just £110,000 a year (of which about £25,000 are net fire premiums) with well invested funds and assets now amounting to £425,000. (Hear, hear.) The mere fact, however, of having large funds, even if reckoned by millions, is obviously of but little avail unless they are more than, or at all events fully commensurate with, the liabilities, properly estimated. That is the material point to be borne in mind, rather than the actual amount of the funds themselves. The amount of the premiums on the new business of the past year, in the fire and life departments, collectively exceeds £15,000, and there is good reason to hope that in the future there may be an increase rather than a diminution of this amount. The new life premiums during the past year might have been expected to exceed the amount produced, namely, about £8200. But during the course of the year extraordinary circumstances occurred—for some seven or eight proposals averaging about £5000 each were declined as being in our judgment undesirable. But the connections of the company, I submit, should be measured by the amount of business offered or proposed, rather than by the amount accepted—so that in effect

the connection in the life department has during the past year improved, while the new business in the fire department shows a satisfactory increase. While speaking of new premium income, I wish to draw your attention to the fact that there must each year be a falling off in the old income by lapses and surrenders, and through the cessation of premiums on life policies becoming claims, so that what we have to aim at is an actual increase after taking all these deductions into account. These considerations suffice to show the shareholders the great importance of their combined and steady efforts to promote the business of the company. I feel confident that all will be content with the suggested dividend of 15 per cent. (Hear, hear.) The directors have endeavoured to make the dividends as free from fluctuation as possible, and they feel that the true interests of the proprietors are best promoted by the system adopted of keeping in hand a fund to meet the contingency of an unfavourable period during the current quinquennium. (Hear, hear.) You will observe that it is proposed to appropriate £2500 from the fire profits for the purpose of making the fire paid up capital an even sum of £40,000—an arrangement which I trust will meet with your approbation. It may be well to remind you that the fire and life funds are quite separate—with distinct and not joint liabilities. The question of the safety and general condition of life insurance companies has, you will remember, of late been prominently before the public. It is a public question undoubtedly of the most serious importance, and as regards each company it is of course a vital question to many of the parties concerned; but fortunately it is a question as to which there is no difficulty in forming a correct opinion, so as to feel perfectly confident and fully satisfied. You are all aware that the Government now requires from each life insurance office a return showing the condition of its affairs, and stating the foundation of the calculations on which the valuations are made. I think, while these requirements are highly beneficial to the public, it would be advantageous that a strict principle of valuation should be obligatory in all cases. Every man, who does not wish to delude himself on looking into his affairs, estimates his assets at the lowest and his liabilities at the highest reasonable sum. In investigating the company's affairs we have strictly adhered to this sound and safe principle. (Hear, hear.) It appears that valuation returns have been made to the Board of Trade by eighty insurance offices. Out of these I observe that forty-one offices have in their life insurance valuation assumed a rate of interest of only £3 per cent. We have also in our life insurance valuation assumed only £3 per cent., and I need hardly point out to you that as the average rate of interest on our investments is just £4 10s. per cent., there must by reason of the great difference annually between these two rates be in this respect a large future profit. Again, in valuing the yearly life premiums payable to the company, the net premiums, which, according to the tables, would suffice to meet the risks, have alone been taken into account, and no part of the loading, or addition to those net premiums paid by the insured—in fact, amounting to more than £10,000 a year—has been valued at all, and here again is a large future profit, and also a fund for future expenses. Again, as to the probabilities of life, though in the valuation we used the Carlisle table, and which is adopted by thirty-seven out of the eighty offices above referred to, which is a stricter test than some other tables which are not unfrequently adopted, yet our cautious and prudent actuary—(hear, hear)—has, I am glad to say, added some thousands to the estimated amount of liability as deduced by the Carlisle table with 3 per cent. and net premiums. (Hear, hear.) I do not intend to state, or even to hint, that other companies which may assume a rate of interest of 3½, 3¼, or 4 per cent., or which may use any other table less strict than the Carlisle table, or which may value the whole or some part of the loading to the net premiums, are pursuing a dangerous course; but what I wish to impress upon you is that we are acting in an exceedingly cautious and prudent manner, and that in point of fact we might, without any great imprudence, or perhaps without any actual imprudence at all, have brought out a much larger surplus, but that we preferred a principle of valuation which makes it quite improbable that there will exist in the future any necessity for retracing our steps. (Cheers.) Besides the points I have touched upon, I may add an observation in regard to the reversions purchased by the company, viz., that those reversions may fairly be considered as yielding a profit of some thousands not taken into account in the valuation. I hope I am not mistaken in supposing that when the necessary calculations in detail are fully completed it will appear that there will be a reversionary bonus for the past five years of about 1½ per cent. per annum on the sums assured under policies entitled to share in the profits. (Hear, hear.) You will remember that in 1873

we paid a sum for claims in the life department (much beyond the expectation—for it happened during that year that five heavy policies became claims for an aggregate amount of £20,000, or thereabouts, and what gives me additional confidence and satisfaction is that notwithstanding the unusual excess of claims during that year the results of the whole quinquennium are so favourable. It has been determined to recommend the setting aside a sum so as to appropriate to those policies which may fall in before the next division of profits, and on which three premiums shall have been paid since 30th Nov. 1874, a bonus of £1 per cent. per annum on the sum assured. The appropriation of a sum by way of contingent or intermediate bonus is adopted by some offices and appears to be rather popular. This is the first step we have taken in that direction, and the board will observe its effect, so as on the occasion of the next division to be able to decide whether to recommend a contingent bonus in some shape as a permanent arrangement. There is one other point I wish to mention, and that is the expenses of management. I think those expenses have been kept within the narrowest limits which circumstances admitted of. Indeed, I am not aware of a single pound having been expended which could have been properly avoided. (Hear, hear.) I fear I have detained you too long. I shall be happy to give any information in my power to any gentleman who may desire it before I move the adoption of the report. (Cheers.) The chairman then paused, and no one rising to address the meeting, he moved that the directors' report be received and adopted.

Mr. C. Pemberton (the deputy-chairman) seconded the motion, which was at once unanimously agreed to.

Mr. T. G. Mills proposed the following resolution:—"That the recommendation of the directors in their report now read, as to adding £2500 to the paid up capital of the fire department, and as to the payment of dividend and bonus, be adopted, and that a dividend and bonus together after the rate of 15 per cent. per annum, free of income tax, be paid to the shareholders upon the increased paid up capital, namely, £60,000 for the financial year ending the 30th Nov. 1875."

Mr. James Ward (Sheerness) seconded the motion, and it was carried unanimously.

Mr. F. C. Greenfield.—Sir, I beg to move with much pleasure the re-election of the retiring directors. The report speaks so strongly in their favour that I am sure I need not say anything to recommend them to your acceptance.

Mr. George Hyde seconded the proposition, and the names were put separately to the meeting, and each was unanimously re-elected.

Mr. Theodore Waterhouse, the shareholders' auditor, and Mr. Darley, the directors' auditor, were also re-elected.

Mr. George Hyde.—I have great pleasure in moving a resolution which has been placed in my hands—"That the sum of £2000 per annum be voted to the directors, to commence from the current financial year."

Mr. T. G. Mills seconded the resolution, which was carried unanimously.

Mr. N. S. E. Steinberg.—Gentlemen, I have not been a very constant attendant at these meetings of late years, for the simple reason that I have not been able to pick a hole in your balance sheets. (Laughter.) The business has of late years gone on exceedingly well, and the accounts have been carefully prepared and audited. I think that every labourer is worthy of his hire, and therefore I have great pleasure in proposing "That the sum of fifty guineas be paid to each of the auditors for his services during the past year."

The motion was seconded by Mr. Hyde and carried unanimously.

The Chairman.—You, gentlemen, who have not seen the very voluminous calculations which are made by our worthy friend the actuary on these occasions have no conception of the amount of labour, trouble, and skill required in the valuation of our assets and liabilities. I am quite sure that he has paid the greatest attention to every detail. I wish, therefore, to move that a special vote of thanks be given to Mr. McGedy for the great assiduity, labour, and skill displayed by him in the preparation of these accounts, and also for his attention to the business of the company generally. (Cheers.)

Mr. C. Pemberton.—I have very great pleasure in seconding that motion, and also in bearing my testimony to Mr. McGedy's great ability and zeal in the interests of the company. (Hear, hear.)

The Chairman.—Gentlemen, you are aware that Mr. Rogers has had in a great measure the management of the fire department—or, at all events, that the details of that branch of the business come under his immediate supervision—and you also know how much we are indebted to him for his great care and attention to the interests of that department. (Hear, hear.) Indeed, I may say with regard to all the officials in the office that their conduct is worthy of all praise. We never

hear complaints of any sort, kind, or description respecting any one of them—(hear, hear)—and I think it our duty on these occasions to express the satisfaction we feel at the manner in which they perform their respective duties. I have, therefore, great pleasure in proposing that the thanks of the shareholders be voted to Mr. Rogers and the office staff generally. (Cheers.)

The resolution was seconded and at once agreed to.

Mr. McGedy (the actuary)—Mr. Chairman and gentlemen, I beg to tender you my sincere thanks for the complimentary manner in which you have been pleased to speak of me. It is very gratifying to me, after twenty years' service, to find that what I have done is so highly appreciated. (Hear, hear.) I have done the best I can to promote the interests of the company, and I hope we may live to see it reach still greater success in the future. (Hear, hear.) I thank you, gentlemen, on behalf of myself and the staff for the honour you have conferred upon us.

Mr. Erasmus Wilson, F.R.S.—We have now to cap our work. I am sure you will all leave this place deeply impressed with what you have seen and heard to-day; but we shall hardly complete our work unless we carry by acclamation the resolution I am now about to propose. As thinking and reasoning men, we cannot but feel that we owe a great deal to our chairman, Mr. Cuddon. (Hear, hear.) With a mind created to all appearances for the work he has undertaken, with a heart to direct it in the most perfect manner possible, we cannot but feel happy that we are under the guidance of such a man. Everything that we have heard to-day must assure us and give us sterling confidence that the business of this company is carried out and looked into with a most earnest attention by its superior officer. It has been our pleasure for many years to listen to the kind of address we have heard to-day from our chairman, and I trust we shall have the opportunity and pleasure of listening to similar addresses from him for many years to come. (Hear, hear.) He has not only gained the heart and the affection of the directors, but of all who have been associated with him in carrying out the business of this company. I have, therefore, great pleasure in proposing that our very best thanks be given to Mr. Cuddon for his able and earnest attention to our interests. (Cheers.)

The resolution was carried with applause.

The Chairman.—I thank you very much indeed for your expression of kind feeling towards me individually, which, indeed, has been far too complimentary. But you may be assured that it will be my pleasure, as it certainly is my duty, to pay the greatest possible attention to the affairs of this company in the position in which I now find myself. Nothing shall be wanting on my part to promote the interests of the company in every possible way. (Cheers.)

The meeting then dispersed.

THE COURTS AND COURT PAPERS.

SITTINGS AND CAUSE LIST IN AND AFTER EASTER TERM.

Common Law Courts.

Court of Queen's Bench.

SITTINGS IN BANCO.

Thursday ... April 15	Motions and new trials
Friday	16 Ditto
Saturday	17 Ditto
Monday	19 Ditto
Tuesday	20 Special paper
Wednesday	21* Motions, new trials, and Crown paper
Thursday	22 Enlarged rules, motions, and new trials
Friday	23 Special paper
Saturday	24 Crown paper
Monday	26 Motions and new trials
Tuesday	27 Special paper
Wednesday	28* Motions, new trials, and Crown paper
Thursday	29 Motions and new trials
Friday	30 Special paper
Saturday	1 Crown paper
Monday	3 Motions and new trials
Tuesday	4 Special paper
Wednesday	5 Motions and new trials
Thursday	6 Ditto
Friday	7 Ditto
Saturday	8 Ditto

* On these days the Court of Queen's Bench will sit in two divisions when motions are excluded.

SITTINGS AT NISI PRIUS—IN TERM.

Friday	April 16	Friday	April 30
Friday	23		

No London sittings this Term.

AFTER TERM.

Monday	May 10	Thursday	May 13

NEW TRIAL PAPER.

For Argument.

Moved Easter Term 1874.

BODMIN—Banbury v. Murray [Quain, J.—Mr Lopes

MANCHESTER—Seed v. Rawcliffe

LIVERPOOL—Mitchell v. The Lancashire and Yorkshire Railway Company [Denman, J.—Mr Aston
[Denman, J.—Mr Herschell]

Tried in Term.

MIDDLESEX—Dennis v. Whetham

MIDDLESEX—Rounswell v. Smith [Lush, J.—Mr Castle

MIDDLESEX—Lovell v. The Accident Assurance Company

MIDDLESEX—Gossett v. The Midland Railway Company [L. C. J.—Mr Philbrick

MIDDLESEX—Wakeley v. Powis [Blackburn, J.—Mr Willis

MIDDLESEX—Carter v. Scargill [Quain, J.—Mr Butt

MIDDLESEX—Evershed v. Brown [Quain, J.—Mr Huddleston

LONDON—Begbie v. Phosphate Sewage Company [Archibald, J.—Mr Day

LONDON—Same v. Same [L. C. J.—Sir H. James

LONDON—Marcus v. General Steam Navigation Company [L. C. J.—Mr Butt

LONDON—Sturge v. Butlers [L. C. J.—Mr Philbrick

LONDON—Mackintosh v. Birley [Blackburn, J.—Mr Herschell

CARNARVON—Reg. v. Inhabitants of Caernarvon [L. C. J.—Mr McIntyre

CHESTER—Taylor v. Bowers [L. C. J.—Mr B. T. Williams

GLAMORGAN—Morgan v. Goulton [Quain, J.—Mr B. T. Williams

GLAMORGAN—Theophilus v. Hubbard [Quain, J.—Mr J. W. Bowen

GLAMORGAN—Morgan v. Goulton [Quain, J.—Mr J. W. Bowen

GLAMORGAN—Davis v. Stannans [Quain, J.—Mr B. T. Williams

NEWCASTLE—Robson v. North Eastern Railway Company [Archibald, J.—Mr Kay

MANCHESTER—Simpson v. Chadwick [Archibald, J.—Mr Ambrose

LIVERPOOL—Brelsford v. Rigby [Archibald, J.—Mr Torr

DURHAM—Monkhouse v. Harris [Pollock, B.—Mr R. G. Williams

CARLISLE—Wright v. London and North-Western Railway Company [Pollock, B.—Mr Aspinall

WINCHESTER—Pratt v. Turner [Coleridge, L. C. J.—Mr H. T. Cole

BRISTOL—Arnall v. Williams [Coleridge, L. C. J.—Mr Pridmore

WILTS—Morris v. Langley [Brett, J.—Mr H. T. Cole

SURREY—Bottom v. Jackson [Bramwell, B.—Mr Prentice

SURREY—Crawley v. Price [Bramwell, B.—Mr Willis

SURREY—Barker v. The Great Northern Railway Company [Bramwell, B.—Mr Serjt. Robinson

SURREY—Mannelle v. Polkinghous [Bramwell, B.—Hon. A. Thesiger

SURREY—Reed v. The Kilburn Co-operative Industrial Company [Cleasby, B.—Mr Turner

SURREY—Smith v. Flight [Mr W. Williams, Q.C.—Mr Serjt. Parry

LEEDS—Harrison v. Cohen [Amphlett, B.—Mr Forbes

LEEDS—Jayer v. Gresham Life Assurance Company [Amphlett, B.—Mr D. Seymour

LEEDS—Robinson v. Sanderson [Amphlett, B.—Mr Forbes

MIDDLESEX—Smart v. Cannon [Mellor, J.—Mr Herschell

MIDDLESEX—Andrews v. Buckman [Mellor, J.—Mr Willis

MIDDLESEX—Jacomb v. The Great Western Railway Company [L. C. J.—Mr Huddleston

MIDDLESEX—McQueen v. Same [L. C. J.—Hon. A. Thesiger

MIDDLESEX—Drayson v. Horn [L. C. J.—Mr W. Williams

LONDON—Sasson v. Harris [L. C. J.—Mr Benjamin

LONDON—Gray v. Sanderson [L. C. J.—Mr H. T. Cole

LONDON—Stanton v. Nourse [L. C. J.—Mr Giffard

LONDON—Bartlett v. Francillon [Lush, J.—Mr Cohen

LONDON—Duthoit v. Kain [Archibald, J.—Mr Willis

LONDON—Foaden v. Johnson [Archibald, J.—Mr Lopes

LIVERPOOL—Forrester v. The Lancashire and Yorkshire Railway Company [Blackburn, J.—Mr Herschell

LIVERPOOL—Walker v. Lowe [Blackburn, J.—Mr C Russell

LIVERPOOL—Eccles v. Tamplin [Blackburn, J.—Mr Butler

QUEEN'S BENCH SPECIAL PAPER.

For Judgment.

The Naxos Emery Stone Company v. Erlanger

For Argument.

Hall v. Holbrook. Special case

North of England P. O. C. Company v. Archangel

Maritime Bank and Insurance Company. Special case

Bergheim v. Blaenavon, &c., Company. Special case.

Thompson v. The Midland Railway Company. Appeal.

James v. Porter. Demurrer.

Master, Wardens, &c., Apothecaries of London v. Metropolitan Board of Works. Special case.

Over Darwen Industrial Co-operative Society v. Gillibrand. Appeal.

Bracey v. Elkington. Appeal

Haywood v. Tunstall Local Board of Health. Demurrer.

Spurgeon v. Young. Demurrer.

Smith v. The Union Bank of London. Special case.

Wood v. Burrell. Special case.

Rouquette v. Overmann. Special case.

Millet v. Coleman. Appeal.

Dawson v. Same. Appeal.

Holden v. Peakman. Appeal.

Hilton v. Morcorn. Appeal.

White v. The Hindley Local Board of Health. Appeal.

Terry v. The Brighton Aquarium Company. Special case.

Schroder v. Adams. Demurrer.

Bullock v. Caird. Demurrer.

Fawcus v. Lord. Demurrer.

Becke v. Great Western Railway Company. Appeal.

Nicholson v. Buckingham. Demurrer.

Land Securities Company v. Ranken. Special case.

Humpstone v. Allen. Appeal.

Bishop of Exeter v. Hawkins. Special case.

Kay v. Oxley. Special case.

Kesterton v. Edmonds. Appeal.

Vestry of St. Luke's, Middlesex, v. North Metropolitan

Tramway Company. Demurrer.

Angell v. Duke. Appeal.

Blackston v. Midland Railway Co. Appeal.

Leslie v. Dobree. Demurrer.

Cantor v. Stebe. Special case.

Chatham v. Summers. Appeal.

Brownlow v. Hutchinson. Demurrer.

Parish v. Everett. Demurrer.

ENLARGED RULE PAPER.

For Argument.

Re E. L. Levy, an Attorney, &c.

[Mr. Garth.—E. L. Levy, in person.

Reg. v. Licensing Justices of the Swindon Division of

Wilts. [Mr. L. Glyn.

Reg. v. S. Pearce. [Mr. Channell.—Mr. Collins.

CROWN PAPER.

For Judgment.

Reg. v. Churchwardens of Whaddon and Assessment

Committee of Rowston Union

For Argument.

LONDON—Gibson v. Barton

ESSEX—Conservators of River Thames v. Ennis

BRIGHTON—Baldwin v. White

LANCASHIRE—Reg. v. Overseers of West Derby

KIDDERMINSTER—Tomkinson v. West

DERBY—Reg. v. Treasurer of Chesterfield Turnpike

Trust

CARDIFF—Hoffman v. Bond

NORTHAMPTON—Barker v. Northampton Water Works

Company

DUDLEY—Tanfield v. Reynolds

DUDLEY—Milward v. Same

SUSSEX—Coleman v. Reed

MIDDLESEX—Reg. v. Smith

SURREY—Kingston Harbour Board v. Partridge

KENT—Lewis v. Arnold

SURREY—Bridges v. Reed

LANCASHIRE—London and North-Western Railway

Company v. Newton in Mackaster Improvement

Commissioners

DEVON—Reg. v. Verm

RAMSGATE—Ramsgate Local Board v. Hodgson

SUSSEX—Guardians of Rye Poor Law Union v. Paine

SURREY—Gibson v. Bell

IPSWICH—Hadgraft v. Hewitt

HASTINGS—Watt v. Glenister

WORCESTER—Fittion v. Wood

LANCASHIRE—Hodkinson v. Green

BLACKBURN—Carus v. Eastwood

SOUTHPORT—Kershaw v. Boyd

LEICESTER—Reg. v. Midland Railway Company

LEICESTER—Same v. Same

LINCOLN—Same v. Rollett

MARGATE—Drew v. Harlow

SWANSEA—Newall v. Watkins

STAFFORD—Reg. v. Improvement Commissioners of

West Bromwich

GLAMORGAN—Same v. Davies

MERIONETH—Sims v. Evans

YORK—Shaw v. Alderson

ABERTYSTWITHE—Wemyss v. Hopkins

ESSEX—Johnson v. Colam

NEWCASTLE-ON-TYNE—Reg. v. Brown

STAFFORD—Mayer v. Local Board for Burslem

MALDEN—Ralph v. Hurrell

OXFORD—Painter v. Seers

YORKSHIRE, E.R.—Brown v. Newmarsh

STAFFORDSHIRE—Bagshaw v. Phillips

DERBYSHIRE—Small v. Bickley

KENT—Reg. v. South-Eastern Railway Company

OLDHAM—Hague v. Mayor, &c., of Oldham

LINCOLNSHIRE—Reg. v. Manchester, Sheffield, and

Lincolnshire Railway Company

SOUTHPORT—Kershaw v. Bentinck

METRO. POLICE DISTRICT—Nisbet v. Board of Works

for Greenwich

NEATH—Morgan v. Kingdon

NORTHUMBERLAND—Smith v. Overseers of Sedghill

NORTHAMPTONSHIRE—Bryan v. Eaton

SOMERSETSHIRE—Proprietors of navigation of river

Avon v. Churchwardens, &c., of Newton St. Loe, and

Assessment Committee of Keynsham Union

WORCESTERSHIRE—Baker v. Harper

SURREY—Reg. v. Walker

CORNWALL—Same v. Assessment Committee of Fal-

mouth Union

OXFORDSHIRE—Guardians, &c., of Oxford v. Barton

GLAMORGANSHIRE—Jenkins v. Jukes

METRO. POLICE DISTRICT—Gas Light and Coke Com-

pany v. Vint

SOUTHAMPTON—Hargreaves v. Diddams

MIDDLESEX—School Board for London v. St. Mary's,

Islington

METRO. POLICE DISTRICT—Com. Gas Company v. Scott

LINCOLNSHIRE—Ball v. Ward

METRO. POLICE DISTRICT—North Metro. Tram. Com-

pany v. Vestry of St. Leonard's, Shoreditch

CHESTER—Pringle v. Fenwick

CHESTER—Same v. Same

Court of Common Pleas.

SITTINGS IN BANCO.*

Thursday	April 15	Motions and new trials
Friday	16	Ditto
Saturday	17	Ditto
Monday	19	Ditto
Tuesday	20	Ditto
Wednesday	21	Ditto
Thursday	22	Special paper
Friday	23	Motions and new trials
Saturday	24	Ditto
Monday	26	Special paper
Tuesday	27	Motions and new trials
Wednesday	28	Ditto
Thursday	29	Special paper
Friday	30	Motions and new trials
Saturday	May 1	Ditto
Monday	3	Special paper
Tuesday	4	Motions and new trials
Wednesday	5	Ditto
Thursday	6	Ditto
Friday	7	Ditto
Saturday	8	Ditto

* The Court of Common Pleas will, when convenient, sit in two divisions.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Friday April 16 | Friday April 30
 Friday April 23 | No London sittings this Term.

AFTER TERM.

Middlesex. London.

Monday May 10 | Monday May 10
 NEW TRIAL PAPER—ENLARGED RULES.
 As An Attorney
 As An Attorney
 Samuel v. The Atlantic and Great Western Railway
 Company
 Pattison v. Bottonheim
 Tate v. Porter.

For Judgment.

Walah v. Bishop of Lincoln
 Worthington v. Jeffries.

For Argument.

Moved Easter Term 1874.

LONDON—Bryant v. Ditton Brook Iron Company
 [Brett, J.—Mr Milward]

LONDON—Metzler v. Gounod
 [Brett, J.—Mr Serjt. Ballantine]

LONDON—Macgregor v. Yorkshire Engine Company
 [Brett, J.—Mr Butt]

LONDON—Smith v. London General Omnibus Company
 [Brett, J.—Mr Giffard]

LONDON—Carter v. Merriam
 [Brett, J.—Mr Gibbons]

LONDON—Nugent v. Smith
 [Brett, J.—Mr Cohen]

SURREY—Richardson v. Great Eastern Railway Co.
 [L.C.B.—Mr W. Williams]

LEEDS—Wells v. Mayor, &c., of Kingston-on-Hull
 [Archibald, J.—Mr Field]

Moved Trinity Term 1874.

MIDDLESEX—Holmes v. Scott
 [Denman, J.—Mr Torr]

MIDDLESEX—Gabrielli v. Walker
 [Denman, J.—Mr Willis]

MIDDLESEX—Mortlock v. Gooch
 [Denman, J.—Mr Cock]

MIDDLESEX—Hubbard v. Barrow
 [Denman, J.—Mr T. Salter]

Moved Michaelmas Term 1874.

MIDDLESEX—Wright v. Smith
 [L.C.J.—Mr A. L. Smith]

MIDDLESEX—Chatterton v. Cave
 [L.C.J.—Mr Day]

MIDDLESEX—Bull v. Neville
 [Denman, J.—Mr Huddleston]

MIDDLESEX—Roberts v. The Metropolitan Railway
 Company
 [Denman, J.—Mr Kemp]

MIDDLESEX—Murray v. Mackenzie
 [Denman, J.—Mr Day]

LONDON—Scott v. Richardson
 [Brett, J.—Mr J. O. Griffiths]

LONDON—Higgins v. Read
 [Grove, J.—Hon. A. Thesiger]

LONDON—Hogarth v. Whealey
 [Denman, J.—Mr G. Bruce]

LONDON—Prentice v. London
 [Denman, J.—Mr McIntyre]

LEEDS—Marshall v. Green
 [Amphlett, B.—Mr Field]

LEEDS—Halloran v. Chapman
 [Amphlett, B.—Mr Field]

CHESTER—Hathaway v. Shaw
 [L.C.J.—Mr McIntyre]

SURREY—Turner v. The Great Eastern Railway Company
 [Bramwell, B.—Mr Serjt. Porry]

SURREY—Geake v. Boss
 [Bramwell, B.—Mr T. Salter]

HARFORD—Hadley v. Tibbits
 [Lush, J.—Mr Bosanquet]

GLOUCESTER—Pearce v. Edwards
 [Mr. A. S. Hill, Q.C.—Mr. H. Matthews]

MANCHESTER—Fall v. Biddolph
 [Archibald, J.—Mr. C. Russell]

LIVERPOOL—Barr v. Fleming
 [Pollock, B.—Mr. Benjamin]

LIVERPOOL—Oldham v. Ramsden
 [Mr. Temple, Q.C.—Mr. Ambrose]

MIDDLESEX—Pharaoh v. Lemm
 [Brett, J.—Mr. T. Salter]

MIDDLESEX—Griffiths v. Taylor
 [Brett, J.—Mr. D. Seymour]

MIDDLESEX—Thatcher v. Same
 [Brett, J.—Mr. D. Seymour]

MIDDLESEX—Blackett v. Childley
 [Brett, J.—Mr. Finlay]

MIDDLESEX—Edwards v. Hanocher
 [Brett, J.—Mr. A. L. Smith]

MIDDLESEX—Smith v. Cheese
 [Brett, J.—Mr. G. Bruce]

MIDDLESEX—Spooner v. Gibbs
 [Brett, J.—Mr. Matthews]

MIDDLESEX—White v. Baxter
 [Grove, J.—Mr. Joyce]

LONDON—Rhodes v. Airedale Drainage Commissioners
 [L.C.J.—Mr. Field]

LONDON—Turner v. Great Western Railway Company
 [L.C.J.—Mr. Field]

LONDON—Gozlin v. Agricultural Hall Company
 [L.C.J.—Mr. Day]

LONDON—Southwell v. Bowditch
 [L.C.J.—Mr. Cohen]

LONDON—Sealock v. Harston
 [Pigott, B.—Mr. Kennedy]

LONDON—Republ. of Peru v. Weguelin
 [Quain, J.—Mr. W. Williams]

LONDON—Same v. Same
 [Quain, J.—Mr. Lopes]

SPECIAL PAPER.

For Argument.

Thursday, April 22.

Wells v. Grimoldby. Appeal.

Governor and Company of New River v. Mather.
 Appeal.

Brown v. Powell Duffryn S. Company. Demurrer.

Bloomer v. London and North Western Railway Com-
 pany. Special case.

Midland Banking Company v. Foreign and Colonial Gas
 Company. Demurrer.

Sanville v. Bryer. Demurrer.

Metropolitan Railway Company v. Brogden. Special
 case.

Cory v. Bristow. Special case.

Fowler v. Hereford Pease. Demurrer.

Harris v. Hereford, Hay, and Brecon Railway Company.
 Demurrer.

Thornton v. Maynard. Demurrer.

London Joint-Stock Bank v. Lord Mayor of London.
 Demurrer.

Llewellyn v. Rutherford. Special case.

Whitaker v. Forbes. Demurrer.

Monks v. Mayor of Sheffield. Special case.

Thursday, January 21.

The Great Eastern Railway Company v. Northopp.

Appeal.
 Roberts v. Floating Swimming Baths Co. Appeal.

Bousfield v. Geary. Demurrer.

Egginton v. Pearl. Appeal.

Smith v. Cheshire Lines Committee. Special case.

Bell v. McDougall. Demurrer.

Hall v. Smith. Demurrer.

Turner v. Morgan. Appeal.

Smith v. Shotton. Demurrer.

Watkins v. Major. Appeal.

Maughan v. Lord Henry Paget. Demurrer.

Grimwade v. Green. Special case.

Poulson v. Temple. Demurrer.

Slattery v. Simpson. Demurrer.

Gibson v. Leaper. Appeal.

Monro v. Taylor. Demurrer.

Grace v. Hine. Special case.

Thursday, April 23.

London and San Francisco Bank v. Davis. Demurrer.

Holden v. Carmarthen and Cardigan Railway Company.
 Demurrer.

Roberts v. Floating Swimming Baths Co. Demurrer.

Northcote v. Fulsford. Special case.

Monday, May 3.

Court of Exchequer.

SITTINGS IN BANCO.*

Thursday..... April 15 Motions per new trials

Friday..... 16 For motions and new trials

Saturday..... 17 For motions and new trials

Monday..... 18 Ditto

Tuesday..... 19 Ditto

Wednesday..... 20 Special paper

Thursday..... 21 Motions and new trials

Friday..... 22 Ditto

Saturday..... 23 Ditto

Monday..... 24 Special paper

Tuesday..... 25 Motions and new trials

Wednesday..... 26 Special paper

Thursday..... 27 Motions and new trials

Friday..... 28 Ditto

Saturday..... 29 Ditto

Monday..... 30 Ditto

Tuesday..... 1 Special paper

Wednesday..... 2 Motions and new trials

Thursday..... 3 Ditto

Friday..... 4 Ditto

Saturday..... 5 Ditto

* The Court of Exchequer will, when convenient, sit
 in two divisions.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Friday April 16 | Thursday April 23

Thursday April 23 | No London sittings this Term.

AFTER TERM.

Middlesex. London.

Monday May 10 | Thursday May 13

NEW TRIAL PAPER.

PEREMPTORY PAPER.

Thomas Tilley v. Edward Freeman
 [Mr. D. Seymour and Mr. F. Turner—Mr. Philbrick]

Jacob v. Harness
 [Mr. A. L. Smith]

For Judgment.

Sanderson v. Graves
 Sloggett v. Skin

For Argument.

Moved Michaelmas Term, 1872.
 Guildford—Phillips v. Hornstedt

[Mr. Hawkins, Q.C.—Mr. Garth
 (Stands over.)]

Moved Easter Term, 1874.
 LONDON—Harrison v. Great Western Railway Company

[L. C. B.—Mr. Field]

LEWES—Bower v. Hopkins
 [L. C. B.—Mr. Serjeant Robinson]

KINGSTON—Lambert v. Grove
 [L. C. B.—Mr. Willis]

NEWCASTLE—Rowell v. Scott
 [Denman, J.—Mr. C. Russell]

MIDDLESEX—Connaway v. Ford
 [L. C. B.—Mr. Serjeant Robinson]

LONDON—Fowler v. Hammond
 [L. C. B.—Mr. Gibbons]

Moved Michaelmas Term, 1874.
 LONDON—Morris v. Gordon

[L. C. B.—Mr. Murphy]

LONDON—Morice v. Gordon
 [L. C. B.—Mr. Cohen]

LONDON—Gabbarron v. Kneft
 [Bramwell, B.—Mr. W. Williams]

LONDON—Kneft v. Thompson
 [Bramwell, B.—Mr. W. Williams]

NORTHAMPTON—Standley v. Mangan
 [L. C. B.—Mr. O'Malley]

NORWICH—Beaumont v. Beaumont
 [L. C. B.—Mr. Baker]

CARLISLE—Smith v. Fletcher
 [Pollock, B.—Solicitor-General]

LEEDS—Dempster v. North Eastern Railway Company
 [Denman, J.—Mr. Field]

LEEDS—Naylor v. Stott
 [Denman, J.—Mr. Maule]

CHESTER—Nichols v. Marsland
 [Cookburn, L.C.J.—Solicitor-General]

GLAMORGAN—Goulton v. Morgan
 [Quain, J.—Mr. B. T. Williams]

(This and following case to be argued when cases in
 Queen's Bench disposed of.)

GLAMORGAN—Goulton v. Morgan
 [Quain, J.—Mr. J. W. Bowen]

Middlesex—Blackman v. Johnson
 [Pollock, B.—Mr. Bullen]

Middlesex—Nichols v. Mitchell
 [Cleahey, B.—Mr. Field]

Middlesex—Fogarty v. Smith
 [Amphlett, B.—Mr. Field]

LONDON—Thompson v. Royal Mail Steam Packet Com-
 pany
 [L.C.B.—Hon. A. Thesiger]

LIVERPOOL—Harrison v. Jackson
 [Blackburn, J.—Mr. Herschell]

Moved after 4th day of Hilary Term.
 MIDDLESEX—Lewis v. Harroft

[Pigott, B.—Mr. Lopes]

MIDDLESEX—Amond v. Rogers
 [Pigott, B.—Mr. Philbrick]

MIDDLESEX—Bonwitt v. Liebert
 [Pigott, B.—Mr. Jencken]

SPECIAL PAPER.

For Judgment.

Barrows v. Green
 Niebuhr v. Kraushaar
 Sydney v. Michael
 Ogden v. McLeod
 Guardians of Halifax Union v. Wheelwright
 Lewis v. Rosister

For Argument.

Downing v. Mowlem. Special case. Part heard. To
 stand over.

Waugh v. N. B. Railway Company. Demurrer. To
 stand over.

Granville v. Finch. Special case. To be re-stated.

Whitehouse v. Birmingham C. Company. Demurrer.
 To stand over.

Sear v. Green. Demurrer. To stand over.

Dawes v. Webster. Demurrer. Part heard. To stand
 over.

Boden v. Levick. Demurrer. To stand over.

Lloyd's Banking Company v. Bloch. Demurrer. To
 stand over.

Jones v. Broadwood. Special case. To be amended.

Budd v. London and North-Western Railway Company.
 Special case. To be re-stated.

Sykes v. Wells. Demurrer. To stand over.

Lord Zouch v. Dalbiac. Demurrer. Part heard.

Low Moor Company v. Stanley Coal Company. Special
 case.

Rees v. Williams. Demurrer.

Ellis v. Emanuel. Special case.

Bullman v. Furness Railway Company. Demurrer.

Exchequer Chamber.

This court will sit on Friday, April 16, at ten o'clock.

QUEEN'S BENCH ERRORS.

For Argument.

Simpson v. Henning
 COMMON PLEAS ERRORS.

For Judgment.

Cole v. North Western Bank
 Phillips v. Miller

For Argument.

Monro and another v. Ocean Marine Insurance Company
 Anglo-Egyptian Navigation Company v. Reenie and
 another

Australian Agricultural Company v. Saunders
 EXCHEQUER ERRORS.

For Argument.

Williamson v. Bain
 Syers v. Rosedale and Ferry Hill Iron Co. (Limited)

London and North Western Railway Co. v. Knowles

Bevan v. Marbella Iron Ore Company

Hall v. West

Goodwin v. Roberts

Oulton v. Radcliffe

Barrington v. Scott.

Court of Criminal Appeal.

This court will sit on Saturday, April 24, at ten o'clock.

PROMOTIONS AND APPOINTMENTS.

THE Lord Chief Baron has appointed Mr. H. Foulkes Lynch, of 30, Great James-street, Bedford-row, a London Commissioner to administer Oaths in the Court of Exchequer of Pleas.

[The following notification is substituted for that dated 3rd Dec., 1874, notifying the appointment of Mr. William Ernest Browning to be Chief Justice of the Leeward Islands, which appeared in the Gazette of the 14th of that month.]

THE Queen has been pleased to appoint Sir William Henry Doyle, Knight (Chief Justice of the Bahama Islands), to be Chief Justice of the Supreme Court of the Leeward Islands.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, March 26.

BANKSTER, CHARLES, and ROBINSON, JAMES, solicitors, Philip-st. Debts by J. Sawyer, accountant, 3, Adelaide-pl. London-bridge. March 23.

GUSCOTT, KELLY, and SCOTT, solicitors and attorneys, New City-ohms, Bishopsgate-st-within (Thomas Guscott, Henry Kelly, and William Henry Scott, as regards Kelly. Debts by remaining partners. March 25.

Gazette, March 30.

BATLEY and FOSTER, attorneys and solicitors, Aldershot (William Henry Batley and William Edward Foster). Debts by Foster. Feb. 6.

Bankrupts.

Gazette, April 2.

To surrender at the Bankrupts' Court, Basinghall-st.
 CULLIFORD, OLIVER, and CARTER, SAVILL, wine merchants, Savage-gardens. Pet. March 31. Reg. Roche. Sol. Calkin. Rugby-ohms, Great James-st. Sur. April 15.

EDWARDS, GEORGE CLAYTON, auctioneer, Coleman-st. Pet. March 15. Reg. Brougham. Sols. Messrs. Lewis, Ely-pl. Sur. April 18.

To surrender in the Country.
 CONTREER, WILLIAM, hotelkeeper, Cambmartin. Pet. March 30. Reg. Benorath. Sur. April 13.

DAVIES, WALTER, grocer, Fwllhall. Pet. March 31. Reg. Jones. Sur. April 15.

LAST, FREDERICK GEORGE, Waldringfield. Pet. March 31. Reg. Grimsey. Sur. April 16.

MORRIS, AARON, jeweller, Sunderland. Pet. March 31. Reg. Ellis. Sur. April 14.

Gazette, April 6.

To surrender at the Bankrupts' Court, Basinghall-street.
 PARR, FRANCIS HENRY, boot maker, Old Compton-st and Little Pultney-st. Pet. April 2. Reg. Haillit. Sur. April 21.

SKETCHLEY, ROBERT, Charterhouse-la, and Balham-ter, Balham. Pet. April 5. Reg. Haillit. Sur. April 20.

SKOULDING, CHARLES ERNEST, Post-office clerk, Gray's-n-l, Gray's-ina. Pet. April 1. Reg. Feggs. Sur. April 30.

WALLACE, GUSTAVE, commission merchant, Paul's Bakehouse-st, Doctor's-commons. Pet. April 3. Reg. Pepps. Sur. April 20.
WILLIAMS, ALFRED, occupation, Gordon-sq. Pet. April 2. Reg. Hazlett. Sur. April 22.

To surrender in the Country.

BAMBER, CHARLES HENRY, no occupation, Portsmouth. Pet. April 1. Reg. Howard. Sur. May 4.
EDWARDS, EDWARD HUGH, attorney, Ruthin. Pet. April 1. Reg. Reid. Sur. April 17.
FREEMAN, ARTHUR, woodstapler, Moreton-in-Marsh. Pet. March 31. Reg. Galt. Sur. April 15.
HAMMOND, RICHARD, beerhouse keeper, Bradford. Pet. April 2. Reg. Robinson. Sur. April 20.
HARRISON, FREDERICK RICHARD, rate collector, Ipswich. Pet. April 3. Reg. Grimsey. Sur. April 19.
HOLROYD, JAMES CHOLEN, manufacturer, Leeds and Barnard Castle. Pet. March 31. Reg. Marshall. Sur. April 21.
KITCHEN, ISAAC, butcher, Holborn Hill, par. Milmo. Pet. April 1. Reg. Were. Sur. April 20.
PICKMAN, WILLIAM; HANSON, THOMAS; JAGGER, JOHN; HELLIWELL, JAMES; BOTTOMLEY, LEVI; and WOODHEAD, SAMUEL, stuff manufacturers, Halifax. Pet. March 24. Reg. Rankin. Sur. April 19.
WARD, JAMES OCTAVIUS, merchant, Kingston-upon-Hull. Pet. April 1. Reg. Phillips. Sur. April 21.

Bankruptcies Annulled.

Gazette, March 30.

BOWER, ROBERT, clerk to the Aerated Bread Company (Limited) Surrey-cottages, Wandsworth. June 22, 1864

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, April 2.

ALSO, 'EDWARD, sen., blacking manufacturer, Nottingham. Pet. March 23. April 16, at twelve, at office of Sol. Belk, Nottingham.
BARNES, JOHN, farmer, Branton. Pet. March 31. April 19, at one, at the Red Lion hotel, Grantham. Sol. Law, Stamford.
BARSTAD, EDWARD, boot dealer, Bury. Pet. March 31. April 16, at twelve, at offices of Dibb and Bailey, solicitors, Regent-st., Bury. Sol. Marshall and Owensworth, Bury.
BRADSHAW, THOMAS LARSEN, currier, Scarborough. Pet. March 31. April 19, at one, at office of Sol. Bright, jun., Nottingham.
BUNTING, JOSEPH, ginger beer manufacturer, Heywood. Pet. March 31. April 21, at three, at office of Sol. Worth, Rochdale.
BUSCALL, WILLIAM CHARLES, out of business, Bristol. Pet. March 31. April 12, at eleven, at office of Sol. Williams, Bristol.
BYRNES, RICHARD, machinist, King's-rd., Chelsea. Pet. March 23. April 9, at two, at offices of Sol. Hendricks, New Cavendish-st., Portland-pl.
CARRINGTON, WILLIAM ANDREW, wholesale tea dealer, Liverpool. Pet. March 31. April 16, at twelve, at office of Sol. Carruthers, Liverpool.
CHAPPELL, RICHARD, boot dealer, Castleford. Pet. March 31. April 16, at one, at office of Sol. Dibb and Bailey, Bury.
COWEN, WILLIAM, joiner, Redcar. Pet. March 30. April 8, at three, at office of Sol. Addenbrooke, Middlesbrough.
COWING, FREDERICK MARK, draper, Barnet. Pet. March 23. April 23, at three, at office of Honey, Humphreys, and Co., 28, King-st., Chesham.
CROFT, ANTHONY, needle manufacturer, Redditch. Pet. March 31. April 22, at three, at the Swan hotel, Birmingham. Sol. Simmons, Redditch.
DEAMERY, JOHN, baker, Ewell. Pet. March 25. April 12, at three, at office of F. W. Sperring, accountant, 25, Philip-st., E.C.
EVERETT, ISAAC, corn merchant, Beshorpe. Pet. March 22. April 15, at twelve, at the Castle hotel, Norwich. Sol. Feltham, Norwich.
HARVEY, WILLIAM, and HARVEY, WILLIAM HENRY, iron-founders, Rotherhithe and Deptford. Pet. March 20. April 15, at three, at office of Sol. Hicklin and Washington, Trinity-sq., Southwark.
HAY, JOHN OGILVIE, and INGRAM, MATTHEW LISLE, merchants, Great Tower-st. Pet. March 25. April 22, at three, at office of Sol. Lawrence, Plews, Boyer, and Baker, Old Jewry-chambers.
HAYDON, THOMAS, cab proprietor, Stratford. Pet. March 22. April 19, at eleven, at office of Sol. Morphet and Hunter, accountants, 35, Moorgate-st., Sol. Cotton, Coleman-st.
HOLLIS, THOMAS, gentleman, Liverpool. Pet. March 31. April 13, at two, at offices of Sol. Hull, Stone, and Fletcher, Liverpool.
HUGHES, WILLIAM, leather dealer, Liverpool. Pet. March 31. April 15, at three, at office of Sol. Goffey, 2, Commerce-chmbs, 15, Lord-st., Liverpool.
JOHNSON, RICHARDSON THOMAS, architect, Wigan. Pet. March 31. April 23, at eleven, at office of Sol. Wall, Wigan.
JONES, GEORGE, outfitter, Liverpool. Pet. March 31. April 15, at eleven, at office of A. Cariss, accountant, 40, Castle-st., Liverpool.
JOWETT, ELI, jeweller, Bradford. Pet. March 23. April 12, at eleven, at office of Sol. Dawson and Greaves, Bradford.
KNIGHT, ROBERT, linen draper, Maidstone. Pet. March 24. April 15, at twelve, at the Chamber of Commerce, 145, Chesham-st., Sol. Philpott, Guildhall-chmbs.
KNOCKER, GEORGE STYLES, beer merchant, Great Grimsby. Pet. March 31. April 23, at eleven, at office of Sol. Grange and Wintlingham, Great Grimsby.
LAWLER, MATTHEW, smack owner, Great Grimsby. Pet. March 22. April 17, at eleven, at office of Sol. Grange and Wintlingham, Great Grimsby.
MATHEW, JAMES, jun., cab proprietor, Great Ormond-yd., Queen-sq., Bloomsbury. Pet. March 16. April 12, at three, at Ridler's hotel, Holborn. Sol. Marshall.
MOFFAT, WALTER SCOTT, tailor, Newport. Pet. March 31. April 16, at eleven, at office of Sol. Gibbs, Newport.
MURRAY, DAVID, coach builder, Liverpool. Pet. March 31. April 19, at eleven, at office of Sol. Quelch, Liverpool.
PARKER, CHARLES THOMAS, watchmaker, Ashbourne. Pet. March 25. April 22, at three, at office of Sol. Hurrell, Derby.
PEARSON, EDWARD, cabinet maker, Bury. Pet. March 31. April 19, at three, at office of Sol. Messrs. Grundy, Bury.
PEARSON, WILLIAM, draper, Wolverhampton. Pet. March 30. April 15, at eleven, at office of Sol. Hawksford and Owen, Wolverhampton.
PERRY, JOHN, cattle dealer, Albrighton. Pet. March 30. April 15, at three, at office of Sol. Dallow, Wolverhampton.
PHILIPPE, PAUL, under style of the Paris Millinery Co., milliner, Old Bond-st. Pet. March 19. April 14, at eleven, at office of Sol. Norman, Old Bond-st.
POOLE, GEORGE READ, colonial produce dealer, Lifford-rd., Stoke Newington, and St. Mary-at-Hill. Pet. March 25. April 13, at four, at 9, King Edward-st., Newgate-st.
PORTER, JAMES, butcher, 25, Newbury-on-Tyne. Pet. March 23. April 19, at eleven, at office of Sol. Clifton, Bristol.
PORTER, RICHARD, farmer, Bayton. Pet. March 30. April 15, at three, at office of Sol. Corbet and Corbet, Kidderminster.
PRICHARD, CHRISTOPHER, grocer, Monmouth. Pet. March 19. April 16, at two, at office of Sol. Williams, Monmouth.
PRIME, WILLIAM, general smith, Oldham. Pet. March 31. April 16, at three, at office of Sol. Gardner, Manchester.
SAUNDERS, WILLIAM JOHN EDMUND, dealer in fancy goods, Southsea. Pet. March 25. April 21, at three, at offices of Messrs. Croxall and Salford, 11, Old Jewry-chambers, Sol. Hensman and Nicholson, College-hill.
SCURLOCK, JOSEPH, builder, Carlisle. Pet. March 30. April 15, at three, at office of Sol. Vannop, Carlisle.
SHEPHERD, HENRY GRANTHAM, newagent, Bedminster and Totterdown. Pet. March 31. April 22, at twelve, at office of J. S. Pitt, accountant, Albion-chambers-east, Bristol. Sol. Roper.
SIGSWORTH, FRANK, builder, Bradford. Pet. March 30. April 16, at two, at office of Sol. Hurrell and Robinson, Kelgley.
SIMMONDS, HENRY, boot and shoe maker, Southgate. Pet. March 23. April 23, at three, at office of F. Holloway, accountant, 173, Ball's Pond-rd., Islington. Sol. Fenton, Albion-rd., Kingsland.
SMITH, JOHN, boot and shoe manufacturer, Salmon's-ls, Lime-house, and Chesham. Pet. March 31. April 20, at three, at office of Sol. Lewis and Lewis, Ely-pl., Holborn.
SNEARY, WILLIAM, cattle dealer, Graving Dock-rd., North Woolwich-rd. Pet. March 19. April 9, at ten, at office of Sol. Fisher, Leicester-sq.

SPOONER, ELIZABETH, widow and beerhouse keeper, Acton Green. Pet. March 31. April 16, at one, at the Bell-inn, Ealing. Sol. Messrs. Reep and Lane, Busby, Cannon-st.
THOMAS, JOHN GEORGE, woodstapler, Ovenden, in Halifax. Pet. March 31. April 16, at three, at office of Sol. Wavell, Philbrick, Foster, and Wavell, Halifax.
THOMAS, SAMUEL, ironmonger, High-st., Deptford. Pet. March 31. April 19, at three, at office of Sol. Marchant and Purvis, High-st., Deptford.
WAGBONE, WILLIAM MERCER, pork butcher, Winchcomb-st., Cheltenham. Pet. March 31. April 17, at eleven, at office of Sol. J. G. Leatham, Cheltenham.
WARBURTON, PETER, cotton waste spinner, Edenfield, near Bury. Pet. March 31. April 20, at three, at office of Sol. Addleshaw and Warburton, Manchester.
WHITEHOUSE, RICHARD, in lodgings, West Bromwich. Pet. March 22. April 19, at eleven, at the Talbot hotel, Oldbury. Sol. Smith, Oldbury.
WILLIAMS, THOMAS, saddler, Carmarthen. Pet. March 24. April 12, at eleven, at office of Sol. Field, Swansea.
WILLIS, WILLIAM, FENNER, farmer, West Moulsey. Pet. March 24. April 15, at one, at office of Sol. Haynes, Grecian-chambers, Devereux-cd., Temple.
WINFIELD, JOHN, general dealer, Hanley. Pet. March 18. April 12, at three, at office of Sol. H. and A. Tennant, Hanley.

Gazette, April 6.

AINSWORTH, DANIEL, haberdasher, Kidderminster and Bridge-north. Pet. March 31. April 16, at three, at office of Sol. Miller, Corbet, and Corbet, Kidderminster.
ALLARD, ROBERT, cattle dealer, Bedford. Pet. April 2. April 23, at eleven, at the Fox Hotel, Stowmarket. Sol. Roberts.
AMIES, WILLIAM PEARCE, baker, Puddock Wood. Pet. March 31. April 22, at ten, at the Kent Arms tavern, Puddock Wood. Sol. Harrison, Barnard's-inn, Holborn.
AUSTIN, SAMUEL STEPHENS, grocer, Union-rd., Rotherhithe. Pet. March 18. April 14, at eleven, at offices of Sol. Head, East-champ.
AVERY, JOHN FRANKLIN, hairdresser, High Wycombe. Pet. March 31. April 17, at two, at offices of Sol. Clarke, High Wycombe.
BAILEY, GEORGE, law stationer, Cheltenham. Pet. March 20. April 12, at twelve, at Northfield House, North-pl., Cheltenham. Sol. Potter, Cheltenham.
BAWNS, HENRY, cab driver, Birmingham. Pet. April 3. April 20, at twelve, at office of Sol. Fallows, Birmingham.
BOVILL, WILLIAM POTTER, ship chandler, South Shields. Pet. March 14. April 14, at three, at the Golden Lion hotel, King-st., South Shields. Sol. Bell, South Shields.
BRYANT, THOMAS, carver, Hounslow. Pet. March 20. April 22, at three, at office of F. Holloway, accountant, 173, Ball's Pond-rd., Islington. Sol. Hurrell, Kingsland.
BUCKNALL, JOSEPH JOHN, BUCKNALL, AUGUSTINE, and BUCKNALL, ROBERT CUTBERT, brokers, Liverpool. Pet. April 2. April 19, at three, at office of Sol. Tebbay and Lynch, Liverpool.
CLAYMAN, WILLIAM HENRY, builder, Sunninghill. Pet. April 1. April 21, at two, at office of Sol. Vernede, Strand.
CLARK, GEORGE, architect, Long Sutton. Pet. March 31. April 16, at one, at office of Sol. Caparn and Wilders, Hovebush.
COOK, MICHAEL, beerhouse keeper, Middleton, near Hartlepool. Pet. March 30. April 20, at three, at office of Sol. Bell, West Hartlepool.
DAWSON, JOHN, grocer, Clitheroe. Pet. April 3. April 19, at two, at the Swan hotel, Castle-street, Clitheroe. Sol. Hall and Baldwin, Clitheroe.
DAVIS, SAMUEL, boot and shoe maker, Ebbw Vale. Pet. March 31. April 19, at two, at office of Sol. Shepard, Tredegar.
DAVIES, THOMAS, baker, Ebbw Vale. Pet. March 31. April 19, at eleven, at office of Sol. Shepard, Tredegar.
DAWKINS, JOHN REYNOLDS, grocer, Deoborough. Pet. April 3. April 15, at eleven, at office of Sol. Presley, Kettering.
DEARDEN, EDMUND, fancy goods dealer, Bury. Pet. April 1. April 20, at two, at the Woolpack hotel, Strangeways, Manchester. Sol. Sutcliffe, Burnley.
DEERY, JAMES SAMUEL, underclothing manufacturer, Manchester. Pet. April 3. April 26, at eleven, at offices of Sol. Boote and Edgar, Manchester.
DIXON, GEORGE, clogger, Mold. Pet. April 2. April 19, at three, at office of Sol. Cartwright, Chester.
DOWN, JAMES, brewer, Marlborough-rd., Chelsea. Pet. April 3. April 19, at two, at offices of Sol. Brown, Basinghall-street.
DREYFUS, AUGUSTE, silk merchant, Monkwell-st. Pet. April 1. April 19, at eleven, at offices of Sol. Haad, Son, and Johnson, Coleman-st.
DUNLOP, WILLIAM, and MEREDITH, WILLIAM METCALFE, bolt and rivet manufacturers, West Hartlepool and Workington. Pet. March 31. April 18, at two, at the Turk's Head hotel, Grey-st., Newcastle-upon-Tyne. Sol. Todd, Hartlepool.
ENGLISH, JAMES ASPEY, contractor, Dorking. Pet. March 31. April 23, at one, at the City Terminus hotel, Cannon-st. Sol. Randall and Angier.
FAULKNER, GEORGE, wholesale fish salesman, Cardiff. Pet. April 1. April 16, at eleven, at office of Sol. Morgan, Cardiff.
FOX, WILLIAM, baker, Redditch. Pet. April 1. April 17, at eleven, at office of Sol. Richards, Redditch.
GAMAGE, FREDERICK, fancy box manufacturer, City-road. Pet. March 25. April 14, at one, at the Chamber of Commerce, 145, Chesham-st. Sol. Cooper, Charing-cross.
HAIR, FELIX THOMAS, provision dealer, Barrow-in-Furness. Pet. March 31. April 16, at two, at the Victoria hotel, Barrow-in-Furness. Sol. Jackson.
HALL, JESSE, and COOPER, ALFRED, builders, Postern-row, Tower-hill. Pet. April 3. April 19, at twelve, at 25, Great James-st., Bedford-row. Sol. Pope.
HARVEY, MARY, widow, Leicester. Pet. April 3. April 22, at two, at office of Sol. Fowler, Smith, and Warwick, Leicester.
HARPER, WILLIAM HUGILL, farmer, Scagglethorpe. Pet. April 1. April 19, at three, at the George Inn, New Maldon. Sol. Simpson.
HENLEY, WILLIAM THOMAS, telegraph engineer, Plaistow, North Woolwich, Monmouth, and Fenchurch-st., London. Pet. April 1. April 22, at two, at office of R. Fletcher, 2, Moorgate-st., Sol. Gedd, Kirby and Miles.
HISTED, JOHN, wine merchant, Brighton. Pet. April 3. April 23, at three, at offices of Sol. Keblell, Fenchurch-st.
HODGSON, OVEREND, fishdealer, Bradford. Pet. March 31. April 16, at eleven, at office of Sol. Terry and Robinson, Bradford.
HUGHES, PENNY, ironmonger, Welwyn. Pet. March 30. April 15, at twelve, at office of Sol. Armstrong, Hertford.
INGANNI, FRANCESCO, toy dealer, Gateshead. Pet. April 3. April 19, at two, at office of Sol. Hoyle, Shipley, and Hoyle, Newcastle-upon-Tyne.
JACKSON, JOHN BENTLEY, cotton manufacturer, Oldham. Pet. April 2. April 19, at half-past two, at offices of Sol. Ponsbury, Oldham.
JOHNSON, ISAAC, draper, Warrington. Pet. April 2. April 19, at twelve, at office of Sol. Moore, Warrington.
JONES, MANUEL, cheesefactor, Wrexham. Pet. April 1. April 16, at twelve, at 32, Regent-st., Wrexham. Sol. Hughes.
KEELE, CHARLES AUGUSTUS, dentist, Buckingham. Pet. April 2. April 19, at three, at the Swan and Castle Hotel, Castle-st., Buckingham. Sol. Hope, John-st., Bedford-row.
LAWRENCE, GEORGE RICHARD, surgeon, Towcester. Pet. April 1. April 16, at three, at the Guildhall Tavern, Gresham-st., Sol. Jeffery, Northampton.
LEWIS, MARY, widow, dealer in fancy toys, Aberystwith. Pet. April 3. April 15, at three, at the Town hall, Aberystwith. Sol. Ravenhill, Aberystwith.
LIGHTBOWN, JOHN, bootmaker, Blackburn. Pet. April 1. April 20, at eleven, at offices of Sol. Darley, Blackburn.
LOVE, JAMES, grocer, Eboracaster, and Todm. Pet. March 30. April 19, at eleven, at office of G. Cox, 4, St. James's-st., St. James's Church, Bath.
LLOYD, EDWIN, metal and machinery broker, Wolverhampton. Pet. April 1. April 19, at three, at office of Sol. She'don, Wednesbury.
MAULETT, WILLIAM WALTER, outfitter, Dock-st., Whitechapel. Pet. April 3. April 19, at two, at office of Sol. Reader, Gray's-inn-square.
MASON, JOHN, silk mercer, Liverpool. Pet. April 2. April 27, at two, at offices of the Liverpool Law Association, 14, Cook-st., Liverpool. Sol. Lockett, Liverpool.
MERRY, JOHN, baker, Kidlington. Pet. March 18. April 14, at eleven, at office of Sol. Mallam, Oxford.
MORGAN, JOHN, grocer, Dowlish. Pet. April 2. April 19, at two, at office of Messrs. Bernard Thomas, Clarke, and Co., accountants, 4, Crockerbottom, Cardiff. Sol. Lewis, Merthyr Tydfil.
MULLEN, GEORGE, bootmaker, Monkwearmouth. Pet. April 2. April 19, at eleven, at offices of Sol. Lawson, Sunderland.

MUNN, JAMES, beer retailer, Woolwich. Pet. April 2. April 22, at three, at office of Sol. Cooper, Chancery-lane.
OSBORN, WILLIAM, builder, Ramsgate. Pet. April 3. April 19, at three, at the Bull and George hotel, Ramsgate. Sol. Edwards, Ramsgate.
OWEN, JOHN, timber merchant, Manchester. Pet. April 3. April 19, at three, at offices of Sol. Hulton and Lister, Manchester.
PICKARD, WILLIAM, and STONEMAN, WILLIAM, cabinet makers, Spencer-st., New Inn-yard, Shoreditch. Pet. April 1. April 20, at three, at offices of Sol. Montagu, Bucklersbury.
PLATT, GEORGE, and LEATHER, ALFRED HUDSON, chandeller manufacturers, Birmingham. Pet. April 2. April 16, at twelve, at the Great Western Hotel, Monmouth-street, Birmingham. Sol. Wood.
PORTER, CHARLES HENRY, wine merchant, Deptford. Pet. April 1. April 19, at three, at the Guildhall tavern, city of London. Sol. Sandom and Kersey, Gracechurch-st.
RACKHAM, MARY HAMP, innkeeper, Bollington, near Macclesfield. Pet. April 3. April 21, at three, at the Brunswick Inn, Thibet-rd., Macclesfield. Sol. Parrot, May, and Sons.
RAWLINGS, ALFRED LODGE, and BUSTON, WILLIAM, general merchants, Swansea. Pet. March 31. April 16, at twelve, at office of Sol. Donaghy, Swansea.
ROE, EDWARD, saddler, Swansea. Pet. April 2. April 20, at three, at office of Sol. Wood, Swansea.
ROLFE, EDWARD, commission agent, Levenshulme. Pet. April 1. April 21, at four, at offices of Sol. Best, Manchester.
ROSE, GEORGE, ginger beer manufacturer, Stafford. Pet. March 31. April 15, at eleven, at office of Sol. Bowen, Stafford.
SAVARD, WILLIAM THOMAS, coal merchant, Wellingborough. Pet. March 31. April 20, at twelve, at office of Sol. Burnham and Henry, Wellingborough.
SCHROEDER, HENRY SCHULDHAM, and MORTLEMAN, CHARLES, merchants, Old Broad-st. Pet. April 1. April 27, at three, at office of Sol. Lawrence, Plews, Boyer, and Baker, Old Jewry-chambers.
SCOULDING, WALLACE, clerk, Bristol. Pet. April 1. April 23, at twelve, at the office of Pitt, accountant, Albion-chmbs. East, Sol. Brider, Bristol.
SHEWARD, WILLIAM, blacksmith, Dawley. Pet. April 2. April 23, at twelve, at office of Sol. Harries, Dawley.
SIMPSON, ARTHUR BLYTHE, publican, Cambridge. Pet. April 2. April 19, at twelve, at 5, Post Office-cmber, Cambridge.
SINCLAIR, WILLIAM, builder, Howden. Pet. March 31. April 19, at three, at office of Sol. Summers, Hull.
SMITH, WILLIAM, grocers' outfitter, Newcastle-upon-Tyne. Pet. April 1. April 21, at two, at office of Sol. Winslip, Newcastle-upon-Tyne.
STAFFORD, FRANCIS, wholesale tobaccoist, Ilkeston. Pet. March 30. April 16, at ten, at office of Sol. Acton, Nottingham.
TATE, JACOB, and DERRY, MATTHEW WILLIAM, wine merchants, Wolverhampton. Pet. April 3. April 17, at eleven, at office of Sol. H. and J. E. Underhill, Wrexham.
THOMPSON, FRANCIS WILLIAM, fish dealer, Barrow-in-Furness. Pet. April 1. April 22, at three, at office of Sol. Nordon, Liverpool.
TURLEY GEORGE, out of business, Aston, near Birmingham. Pet. April 2. April 19, at two, at office of Mr. Orton, Ridgefield, Manchester. Sol. Fitter, Birmingham.
TURNER, CHARLES, joiner, Thurmooce. Pet. March 31. April 15, at four, at office of Sol. Rhodes, Rotherham.
TURNER, GEORGE, grocer, Birmingham. Pet. April 3. April 21, at two, at office of Sol. Coleman and Coleman, Birmingham.
TURNOCK, THOMAS, tailor, Windsor and Eton. Pet. March 31. April 19, at three, at office of Sol. Phillips, Gray's-inn-sq.
WALL, GEORGE, fish merchant, Birmingham and Shirley. Pet. April 2. April 19, at twelve, at office of Sol. Fallows, Birmingham.
WARD, WILLIAM, music seller, Cheltenham. Pet. April 2. April 22, at three, at office of Sol. Fruen, Cheltenham.
WEBB, FREDERICK, tailor, Cheltenham. Pet. March 30. April 16, at eleven, at Northfield House, North-pl., Cheltenham. Sol. Potter, Cheltenham.
WEINBER, EMANUEL, commission agent, Gower-st., Bedford-sq. Pet. April 1. April 3, at three, at office of Messrs. Edwards, 18, King's Chesham-st. Sol. Abrahams and Rofey Old Jewry, E.C.
WHITEHEAD, WILLIAM, innkeeper, Newton-in-Cartmel. Pet. March 31. April 16, at eleven, at the Temperance hall, Ulverston. Sol. Jackson, Ulverston.
WHITTE, CHARLES, victualler, St. Helens. Pet. April 3. April 22, at three, at offices of Messrs. Gibson and Bolland, accountants, 10, South John-st., Liverpool. Sol. Danson, Liverpool.
WILLIAMS, HERBERT SHAKESPEARE (trading as C. De Vere), dealer in theatrical apparatus, Strand. Pet. April 5. April 21, at three, at office of Sol. Knox and Mould, Newgate-st.
WILLIAMS, WILLIAM THOMAS, provision factor, Dowlish. Pet. April 2. April 20, at twelve, at office of Sol. Lewis, Merthyr Tydfil.
WILSON, EDWARD, baker, Stafford. Pet. March 31. April 15, at three, at office of Sol. Bowen, Stafford.
WILSON, THOMAS, master mariner, Kingston-upon-Hull. Pet. April 2. April 15, at three, at office of Sol. Chambers, Hull.

Orders of Discharge.

BANKRUPT'S ESTATES.

Gazette, March 30.

BURNS, JAMES WILLIAM, out of business, Ancoats.
ROBERTSON, JOHN, jun., ornamental lithographer, Rackville-st.
Gazette, April 2.
FRIEDLANDER, JACOB JULIUS, general merchants, Fenchurch-bldgs, and Aspinwall.

LIQUIDATION BY ARRANGEMENT.

Gazette, April 2.

TATNELL, JAMES, hotel keeper, Pegwell Bay, St. Lawrence.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

44sec. W. T. stockbroker, second, 6d. At Trust. J. Jones, 18, Foregate, Worcester.
Barnes, Esq., bankrupt, first and final, 6d. At Trust. H. Suffolk, 35, Smith-st., Coventry.
Clayton, H. E. stockbroker, second, 4d. At Trust. E. Moore, 3, Crosby-sq.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LOCKHART-GORDON.—On the 18th inst., at Toronto, Canada, the wife of W. H. Lockhart-Gordon, of a son.
SHEE.—On the 28th ult., at Thomas-town, Co. Kilkenny, the wife of Mr. George Shee, of the Middle Temple, barrister-at-law, of a daughter.

MARRIAGE.

SHEPPARD-GEE.—On the 3rd inst., at St. Mary's, Islington, Frederick James Sheppard, solicitor, Towcester, to Amy, youngest daughter of the late Robert Gee, M.D., of Astrop Lodge, Northamptonshire.
STOCKWELL.—On the 7th April, at St. Andrew's Church, Stockwell, by the Rev. J. Wallis, Daniel Stock, of Bridge Chambers, Queen Victoria-street, Blackfriars, and 5, Canterbury-road, Brixton, solicitor, to Helen, eldest daughter of Alexander Martin, of Bridge Chambers aforesaid, and 40, Stockwell-rd., Stockwell, Norwiche.

DEATHS.

BRISTOW.—On the 5th inst., Alfred Rhodes Bristow, Esq., Solicitor to the Admiralty, of Cleveland-rd., St. James's.
KING.—On the 1st inst., at his residence, 16, North-buildings, Finsbury-circle, E.C., aged 62, Joseph King, solicitor.
STURDY.—On the 6th inst., at 3, Vauxhall-terrace, Blackheath, aged 76, Herbert Sturdy, Esq., solicitor, of Hibernia-chambers, London-bridge.
SUTCLIFFE.—On the 4th inst., aged 68, James Pearson Sutcliffe, of 4, Abbey-lane, Yorksire, solicitor.
TONGE.—On the 2nd inst., Mr. Edward Tonge, solicitor, of 11, Adam-street, Strand.
VINCENT.—On the 2nd inst., at Cannes, aged 29 Arthur Frederick Vincent, B.A., and of the Inner Temple.

To Readers and Correspondents.

H.—(1) £40 in fees, and a deposit of £100. (2) Yes. (3) No. (4) At different hours during the day.
 "A WOOLWICH SOLICITOR" has omitted to forward the auctioneer's advertisement referred to in his letter on the subject.—Ed. Sole's, Dept.
 Anonymous communications are invariably rejected.
 All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.
 All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

CHARGES FOR ADVERTISEMENTS.

Four lines or thirty words..... 3s. 6d. | Every additional ten words 0s. 6d
 Advertisements specially ordered for the first page are charged one-fourth more than the above scale.
 Advertisements must reach the Office not later than five o'clock on Thursday afternoon.

TO SUBSCRIBERS.

The volumes of the LAW TIMES, and of the LAW TIMES REPORTS, are strongly and uniformly bound at the Office, as completed, for 5s. 6d. for the Journal, and 4s. 6d. for the Reports.
 Portfolios for preserving the current numbers of the LAW TIMES, price 5s. 6d. LAW TIMES REPORTS, price 3s. 6d.

NOTICE.

The LAW TIMES goes to press on Thursday evening, that it may be received in the remote parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.
 When payment is made in postage stamps, not more than 5s. may be remitted at one time.

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the attention of the House was called, by both COKE and KENYON, Sir W. FRASER suggested that the law might be amended by extending its operation to the dead as well as the living. "Defamation of the dead," says COKE, "is libellous, as stirring up the family to revenge, and to break the peace." We hope the hon. member will be satisfied with the assurance given him by the ATTORNEY-GENERAL, who cited HAWKINS' Pleas of the Crown, where it is laid down that a libel was a malicious defamation tending to blacken either the memory of the dead or the reputation of the living. But he did more. He pointed out a probable reason for the present motion. "There could be no doubt that the practice of procuring indictments with respect to slanders on the dead had fallen into desuetude, because it seemed to be the general feeling of the country that it was undesirable to prosecute proceedings of that character."

The Judicature Act Amendment Bill amends the provision of that Act with reference to the Court of Bankruptcy. That court is not to be transferred to the High Court, but the office of Chief Judge is from time to time to be filled by such one of the Judges of the Exchequer Division of the High Court as may be required by the LORD CHANCELLOR to perform the duties of such Judge.

The evidence which has been given by Mr. LEACH, solicitor of Derby, and Mr. C. E. LEWIS, before the Select Committee appointed to inquire into the operation of the Corrupt Practices Prevention Act, must meet with the concurrence of all who have any experience of the trial of election petitions. There are in effect only three important matters to be considered, first, the law of agency as established by the election petition Judges; secondly, the tribunal; and, thirdly, the locality of trial. There is a fourth matter which was very properly mentioned by Mr. LEWIS, and which ought to be considered, namely, the scale of fees to counsel allowed on taxation. Without citing the many illustrations which are available, we may take it that the law of agency as applied of late is simply indefensible; but this is owing not to any act of the Judges in straining legal principles, but to their rigid, and necessarily rigid, adherence to the rules of the common law. Nothing can alter these save a legislative enactment. As to the tribunal, doubtless two Judges would be better than one. On the third point we think everyone agrees that taking the tribunal down to the locality is no less expensive than bringing the witnesses up to the metropolis, whilst it is far more inconvenient, and decidedly diminishes the decorum attending the inquiry. Lastly, taxation ought to recognise the necessities of the case. Counsel such as parties desire to retain in these cases require to be highly paid, and whilst fancy fees and refreshers cannot of course be tolerated by a taxing master, the fee which must be paid ought to be allowed. We shall hope to see all petitions tried in London after the next General Election, and we may even go so far as to anticipate that by that time the law of agency will be placed upon a reasonable footing.

It is of importance that intending purchasers of land should bear in mind the principle affirmed in the recent case of *Clare v. Lamb and others* (32 L. T. Rep. N. S. 197), that after conveyance executed the purchase money of land sold without title is irrecoverable. The dictum of Lord ST. LEONARDS (Vendors and Purchasers, 13th edit. p. 440) that "if the conveyance has been actually executed by all the necessary parties, and the purchaser is evicted by a title to which the covenants do not extend, he cannot recover the purchase money either at law or equity" is founded upon few but strong authorities, of which the earliest appears to be that of LORD MANSFIELD, in *Bree v. Holbeach* (2 Doug. 654, A.D. 1781). No doubt the application of the principle will often bear very hardly upon an innocent purchaser, but, as LORD ALVANLEY sagaciously remarked in *Johnson v. Johnson* (3 Bo. & Pull. 62), "every purchaser may protect his purchase by proper covenants." In the recent case of *Clare v. Lamb* the facts were that the defendants, who were executors, had, in perfect good faith, sold to the plaintiffs, as and for the property of their testator, certain leasehold houses which turned out to be in fact the property of his widow, never having been reduced into possession by the testator in his lifetime. The widow having compelled the plaintiff to reassign the property to her, the plaintiff sought to recover the purchase money from the executors as money he had received to his use, but Mr. Justice KEATING directed a nonsuit, and the Court of Common Pleas has upheld his ruling. It was argued that the purchase money had been paid upon a consideration which had wholly failed, and *Hitchcock v. Giddings* (4 Price 135) was cited for the plaintiff. In that case RICHARDS, C.B., sitting in the Court of Exchequer at a time when that court exercised an equitable jurisdiction, had used some strong expressions in favour of a "party contracting under a mistake," and Mr. Justice GROVE, in giving judgment, admitted that the decision must be considered "to be *prima facie*" opposed to Lord ST. LEONARDS' dictum, and "to conflict in some measure with the authorities." For ourselves, we fail to see how *Hitchcock v. Giddings* can be reconciled with the other authorities, but we quite agree with Mr. Justice GROVE that

The Law and the Lawyers.

It has been held in Philadelphia that the advice of an alderman is sufficient proof of reasonable and probable cause in an action for malicious prosecution. Had there not been a precedent for this, one at least of the Judges would have dissented. We trust the case will not be followed in this country.

AN instance of the difficulties under which a lay member of Parliament labours in attempting to deal with a question of law in the House of Commons was afforded by Sir W. FRASER's motion respecting the law of slander. The hon. member moved that the law of slander required amendment. Although aware of the fact that the law had been definitely stated on the point to which

the principle upon which those authorities rest is a thoroughly sound one. "Independent of authority," observes the learned Judge, "the maxim *caveat emptor* seems to me to be thoroughly applicable. The maxim applies to the ordinary case of a purchase in a shop, where the seller knows far more than the buyer of the article sold. . . . Much more then ought it to apply in the case of a sale of land, where the purchaser has, according to the ordinary course of practice, every opportunity of investigating the title deeds, which he may require the vendor to show to him."

THE Board of Trade, with the assistance of Mr. COHEN, Q.C., have framed twenty-four questions to which they seek replies from France, Germany, Austria, Russia, Sweden, Norway, Denmark, Holland, Belgium, Italy, and the United States, for the purpose of ascertaining what the law is in those countries upon several points of vital importance affecting the contract of marine insurance. Not many of our readers, probably, are interested in the result to be attained, lawyers as a rule being satisfied with the law as they have it. Moreover, the questions are of a nature which points to legislative interference with the fundamental principles upon which the business of underwriting has been conducted for many generations. For example, the Board of Trade wants to know whether in the foreign countries named, the contract of insurance is a contract of indemnity. They also wish to know whether insurance is permitted on freight and profits and to what extent, what is the effect of deviation, whether seaworthiness is an implied warranty, and if so its operation, and what are the principles of adjustment under open and valued policies in cases of total and constructive total loss, the effect of over valuation, and so on. These are all matters of great interest and of undoubted importance to all persons interested or likely to be interested in marine adventures. The anomalies which exist in our law, and which were so plaintively referred to by Baron BRAMWELL in the recent case of *Mackenzie v. Whitworth* (deciding that on effecting a re-insurance the nature of the insurance need not be stated), undoubtedly frequently operate almost alternately to the advantage of assured and underwriter, as where a valuation of a ship is less than or in excess of her true value, the contract giving the owner in the one case less than her true value, and in the other the underwriter paying more than the indemnity to the owner. This, however, is no argument why the practice now in force should be allowed to continue. We publish the questions *in extenso* elsewhere, and will simply add here that the last seems to us of very great importance. The inquiry is made as to the nature of the tribunal by which questions between insurer and insured are tried: "Is it a judge and a jury, or is it simply a judge, or is it a judge or judges assisted by mercantile or nautical assessors?" In short, what is the composition of the tribunal, and does it give satisfaction?" The answers to this will probably have an effect in settling the tribunal for the trial of commercial causes in England in the future.

THE EARL of ALBEMARLE moved, on Tuesday last, the second reading of the Justices of the Peace Qualification Bill. This Bill is intended to amend the Act of Geo. 2 (18 Geo. 2, c. 20), which enacted that no person should act as justice of the peace who had not land of the annual value of £100 a year. The noble Lord proposes that persons with private property to the amount of £300 a year should be eligible for the commission of the peace. His Lordship's arguments may be thus briefly stated:—The present law was not adapted to present requirements, because it was one of the last remnants of class legislation. It made the efficient administration of justice subservient to class distinctions, by giving the Commission to landed proprietors only. This course shut out some of the most competent men. It will be observed that the change proposed in the law is one which does little more than give to the Lord Lieutenant a wider field for selection. It introduces no new test of qualification. Property, and not ability or capacity, still remains the essential feature of competency. The landed property qualification was introduced nearly five centuries ago. Incumbents were not eligible for the commission until the passing of the above-mentioned Act of Geo. 2. Most people will agree with the Earl of ALBEMARLE in thinking that the time has come for declaring that clergymen should not be placed on the commission save under exceptional circumstances. "It was scarcely right that these reverend gentlemen, who received stipends from the State, should be regarded as qualified, when gentlemen of education and high character were excluded, merely because they did not possess a qualification in land of £100 a year." The great objection against the appointment of clergymen as justices of the peace was that suggested by the BISHOP of PETERBOROUGH, there was a thorough incompatibility between the duties performed by clerical justices on this bench and the spiritual duties in which they were engaged as pastors. A consideration of the whole question seems to show that any merely pecuniary qualification is extremely illogical. There is no necessary correlation between the possession of money and the possession of legal capacity. A far more logical position to take up would be to say, that no man shall be competent to take upon him-

self duties for whose performance he can show no capacity. It is too often forgotten that the justice of the peace is not a mere ornament, that the letters J.P. mean a great deal. They mean that the man who is entitled to sign them after his name has more or less power over the person and goods of his countrymen. How foreign to all right principles is the entrusting of this power where it can be directed by nothing higher than a kind of instinct, as often the prey of prejudice as directed by sound principles, must be apparent to anyone's common sense. Nevertheless a property qualification is again adopted as a *sine qua non*, although as we have said, such a qualification has no necessary connection with the qualities required for the office. The LORD CHANCELLOR put a strong case when he said that he did not see why the possession of £300 a year in the Honduras Loan should qualify a man to be a county magistrate. This makes our view all the stronger, and shows how absurd is the test. The fact is that Lord Lieutenants complain of the difficulty they experience in finding proper persons for the office of county magistrate. It would seem that the Bill will scarcely give satisfaction to the Government. Indeed it may be questioned whether there will be found any thorough settlement of the difficulty, until an increase is made in the number of the stipendiary magistrates of the country. There is a strong prejudice against "justices' justice," and it must be confessed that the prejudice is not without cause.

AN interesting question upon a section of the American Statute of Frauds was recently decided in the case of *Townsend v. Long* by the Supreme Court of Pennsylvania. The point arose upon the construction of the first section, which enacts that no action shall be brought to charge a defendant upon any special promise to answer for the debt or default of another unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing, "signed by the party to be charged therewith, or by some other person by him authorised." The defendant had sold his interest to his copartners. This was in Jan. 1870. The consideration for this transfer was to be a money payment, part of which was to be paid in May, the rest eighteen months afterwards. In two months from the time of sale one of the partners retired, leaving the property in the hands of the remaining partner, with the understanding that he should pay all debts of the firm. The latter sold off the whole business before making any payment to the defendant. TOWNSEND was the purchaser. At the time of the purchase he agreed to pay off the debt due to the defendant. In the words of the learned Judge who presided, the transaction of TOWNSEND was practically an agreement to take and occupy the same position which the last remaining partner had held in the transaction. "As he had taken and held the property under an agreement to pay LONG, in like manner, on its transfer to TOWNSEND, the latter was to take and hold it. While this did not create such a trust in the latter as could have been specifically enforced, yet it so far partook of the character of one as to transfer the superior obligation to him." On this ground it was decided that TOWNSEND, in taking the property, took it with a liability to pay his debt to the defendant in error. We think this decision at one with what justice demands. It is unfortunate that a statute whose end is to protect people in their transactions from fraud should itself be ever made the means of protecting a fraud. Such a result, however, has been by no means unfrequent in this country. Indeed, it is not unusual to hear The Statute for the Prevention of Frauds called—we wish the change of name could never be made with truth—the Statute for the Protection of Frauds. The judgment in the case to which we have referred is altogether an interesting statement of legal principles appropriate to a decision of the case—how closely related to the principles of our own law on the same question will be at once apparent from a mere reference to a few of those principles. It is a general rule that a promise is within the statute where it is collateral to a continued liability of the original debtor. English lawyers will readily call to mind the decisions of our own law courts upon this point. Again, where the promise to pay the debt of another arises out of some new and original consideration of benefit or harm moving between the newly contracting parties, the case is not within the statute. This was a dictum in *Leonard v. Vredenberg* (8 Johns. 39). Again, where there is a transfer of a fund to the promisor for the payment of the debt, he is liable to the creditors on his verbal promise made to the owner of the fund. This is supported by the case of *Stoudt v. Hine* (9 Wr. 30), and is the real *ratio decidendi* of *Townsend v. Long*. The Court, however, had no intention to question cases in which a debtor had placed money in the hands of another for delivery to a particular creditor and the creditor had been entitled to recover judgment of the promisor. We have done no more than cite these principles, leaving to our readers the task of comparing them with those of our own courts.

MR. THOMAS DEWES, coroner for the northern division of Warwickshire, has addressed to us a long letter with reference to our comments upon the proceedings at the coroner's inquest on the Shipton accident. He speaks of our remarks as "reflecting upon

the coroner and juries who so carefully and patiently investigated the Shipton railway case, and contrasting, I think, very unfairly the finding of the court with the report of Colonel YOLLAND." And he proceeds to say, "I have every respect for the opinion of the latter gentleman, yet fail to see why his opinion should be held to be so much superior to that of an experienced coroner and two juries, composed, as I am told, of most respectable men, many of whom are in a position to act in special jury cases at Nisi Prius." As to this we can only say that we made no complaint against the finding of the court, but addressed our observations entirely to the practice of allowing counsel for a party vitally concerned to assume the control of the inquiry. This point Mr. DEWES deals with as follows:—"Had your article ended here, I should not have addressed you, as I am quite sure the coroner in question is quite capable of defending himself. But your article deals with a point of most material importance to parties with whom a coroner's court has occasionally to deal. The writer of your article appears aghast at the idea of a person or company charged with causing death being allowed to be professionally represented in a coroner's court." Our correspondent clearly does not appreciate the writer's object. Of course no possible objection could be taken to a person charged with an offence being represented before the coroner. What we contended, and still contend, is that a coroner should direct the course of the inquiry, and not leave himself and the jury in the hands of a counsel representing a party whose object is to obtain a verdict favourable to himself, and not to promote the ends of justice. Mr. DEWES favours us with a long dissertation from Jervis on Coroners, and concludes his letter with an apt illustration within his own experience. Acting upon the authority of the work referred to, he says: "I have always allowed the utmost latitude to barristers and solicitors, whether appearing on behalf of the Crown or for the defence, and notwithstanding your article, I feel that I should not have done rightly had I adopted any other course. A case was recently before me when a medical man was charged with manslaughter in a midwifery case. The case was a very painful one, and the inquest was opened shortly after death. The medical man was in attendance unassisted by legal advice, and had the inquiry then terminated a verdict of manslaughter was inevitable. I felt that a committal would be as ruinous to him as a conviction, and therefore adjourned the court for a week, to give him an opportunity of procuring advice and producing witnesses, if he thought proper. At the adjournment he was represented by a barrister and solicitor, and evidence of leading medical men was produced, and after a very long inquiry a verdict favourable to him was returned. It is true that afterwards the magistrates interfered, and he was committed and afterwards convicted, at the recent Warwick assizes, of manslaughter (See *Reg. v. Peacock*)." This illustration thoroughly supports our contention, and we repeat, with reference to the Shipton inquiry, that far too much liberty was conceded to the representative of the company. We expressly declined to deal with the findings of the juries, and of Colonel Yolland, as Mr. Dewes will see if he reads our article again.

THE BAR AND THE HOUSE OF COMMONS.

It must be regarded as decidedly unfortunate that Sir HENRY JAMES should have elected to promote inquiry into the manner in which foreign loans are introduced into this country. It is unfortunate for him as a prominent member of the Bar and of the House of Commons, and it is unfortunate both for the Bar and for the House of Commons. The circumstances under which the learned gentleman advanced to the attack upon an undoubted abuse were such as most naturally to suggest that he was availing himself of knowledge obtained as counsel to institute and prosecute a public inquiry. This will appear, if we shortly state the order of events, of which Sir HENRY JAMES himself appears to have a very indistinct recollection.

In May of last year he was engaged in an action against the contractors for the Paraguayan Loan No. 2, which dealt with the whole question of the bringing out of that loan and the way in which the proceeds were disposed of. He himself said on Monday night that the cause was settled some days before the time at which it would have come on for trial. According to the bill of costs of the solicitors for the plaintiffs, on the very day on which the cause was in the paper, "Several lengthy consultations" between counsel and their respective clients—one of the counsel, we assume, being Sir H. JAMES—took place, and the action was settled on payment of £7000.

This was the suit which last week Sir H. JAMES forgot to mention in replying to Lord C. HAMILTON; and he says now that he did not intend to convey that he had appeared in one cause only connected with the Paraguay Loan. It is much to be regretted that the learned member did not at first accurately state his professional connection with the suits relating to the Paraguayan Loan, for the simple reason that withholding any information on such a subject stimulates suspicion where none need exist. We do not use the word suspicion offensively, for no one in his senses could suppose that Sir HENRY JAMES has been actuated in the course which he has taken by any motive

but a strong sense of public duty. But suspicion might well be aroused concerning the learned gentleman's own feelings with regard to the position in which he finds himself. And this brings us to the only question which is of real interest—To what extent is an advocate who is in Parliament justified in allowing his public conduct to be governed or directed by the incidents of his professional experience? And here we may refer to the second occasion upon which Sir HENRY JAMES held a brief in connection with the Paraguay Loan, as he himself has admitted, namely, on appeal to the Lords Justices as to the examination and cross-examination of certain witnesses. Without going more into detail, we may state that the motion which he supported was refused with costs, the effect of which was to prevent his clients from examining the witnesses referred to. It has been tersely put by "A Member of the Bar," addressing the *Pall Mall Gazette*, that "Sir HENRY JAMES, by an appeal to the House of Commons, has practically overruled the decision of Lord CAIRNS and Lord Justice JAMES, and has thus gained the very object of his interlocutory motion." Sir HENRY JAMES had retired from this Chancery suit in which he had been retained before bringing on his motion in the House, and it is absurd to suppose that he contemplated doing a service to his late clients by the course which he took in Parliament. Yet this service is done, and his late opponents in that suit may be seriously prejudiced.

We feel there can be but one response from the Profession when we ask, Is it expedient that a barrister should bring forward motions in the House of Commons which affect suits in which he has been professionally engaged? In our opinion it is in every sense inexpedient. However spotless the reputation of the individual, there are those who will insinuate *mala fides*. But it is a more important consideration that alarm may be excited in the public mind as to the consequences which may attend the connection between the Bar and the House of Commons if the Bar avails itself of the information conveyed in briefs and consultations with opponents to suggest and be concerned in Parliamentary inquiries. Sir HENRY JAMES assures us that no one connected with the Paraguay Loans desires to stay the inquiry or to conceal anything. This may be the case, and the compromise on the threshold of the Court, to which Sir HENRY JAMES was a party, may have been brought about by a distrust of the defendants in the soundness of their defence in a legal point of view. It is perfectly plain, however, that such a compromise might be dictated by less creditable motives. Assume for a moment that it was—that £7000 was paid to prevent unpleasant disclosures—what could then be said to a motion in Parliament by the leading counsel, who obtained that payment, which motion must inevitably reveal all that it was so desired to conceal? If this were the case, then by the action of a barrister the whole £7000 was thrown away. The compromise was a delusion and a snare.

A contingency such as we have referred to sufficiently proves the great desirability of counsel considering that what they learn in professional life is learned only for professional purposes—at least so long as parties live who may be affected by the disclosure of such knowledge. The question is one of vital importance to society, and, great as may be the abuse which is attacked, we shall consider that the public advantage is dearly bought if, as we anticipate, the public are led to entertain the belief that members of the Bar consider themselves entitled to return retainers and proclaim in Parliament the evil practices upon which they have, or imagine that they have, lighted. The Bar should now learn that the subject matter of causes in which they are engaged, no matter on what side, should be kept absolutely and inviolably secret.

THE APPELLATE JURISDICTION.

THE announcement made by the LORD CHANCELLOR last week as to the course the Government intend to pursue in reference to the Judicature Act will, we think, be received with satisfaction, as being at least the best solution possible of the difficulties by which the subject is surrounded. The present proposal is that the whole Act—with certain other comparatively immaterial amendments, and with the exception of the clauses relating to the final appeal—shall come into operation on the 1st Nov. 1875, if not before the Summer Assizes; that those clauses should be suspended for another year, thus leaving the appellate jurisdiction of the House of Lords intact for that period, and reserving the question of its continuance for consideration in a detached and separate form next session.

The judicious suspension of the final appeal clauses has two advantages—viz.: (1) It affords ample time for consideration and discussion, with a view to securing an efficient ultimate court of appeal; (2) It avoids any unnecessary mutilation of what Lord CAIRNS justly considers a piece of legislation of the greatest magnitude and importance, and should it be ultimately decided to abolish the appellate jurisdiction of the House of Lords, those clauses can remain intact, while, if it should be determined to retain it, they can be repealed. It is important to observe that by the present Bill they are not repealed, but suspended only.

The court of intermediate appeal, according to the ministerial proposal, is to consist of the LORD CHANCELLOR, the LORD CHIEF

JUSTICE of the QUEEN'S BENCH, the MASTER OF THE ROLLS, the CHIEF JUSTICE of the COMMON PLEAS, and the CHIEF BARON of the EXCHEQUER, who are to be *ex officio* members. In addition to these there are to be five ordinary judges of the Court of Appeal, viz., the two LORDS JUSTICES of APPEAL in CHANCERY, two of the salaried members of the Judicial Committee of the Privy Council, and a fifth judge to be appointed by letters patent. We are not to have any appeal from one division of the court to another. For all final decrees and judgments the court must not consist of less than three members, while for the hearing of appeals upon interlocutory questions two judges are to form a quorum. Although, no doubt, the five *ex officio* judges will not sit constantly, it may be confidently anticipated that the court will usually include at least one of them, and we venture to think that it will be found thoroughly efficient for the purposes of intermediate appeals. Whether it will, as at present constituted, be able to dispose with sufficient expedition of the matters which will come before it, may be open to doubt, seeing that it will have to discharge the duties of the present Court of Appeal in Chancery, as well as those which now devolve upon the Exchequer Chamber; but should it prove defective in this respect it will be easy to add to the number of its members. We confess that we do not share Lord SELBORNE's fears that the new court will be found too weak in regard to equity. In addition to the two equity Judges, who are to be *ex officio* members (viz., the Lord CHANCELLOR and the MASTER OF THE ROLLS), the LORDS JUSTICES are amongst the ordinary Judges of the court, and, should these be found insufficient, the fifth ordinary Judge might be selected from the Equity Bench. It may also be observed that as the object of the Judicature Act is accomplished, viz., the gradual fusing of the two systems of law and equity, and all the Judges have to apply legal and equitable principles conjointly, any inconvenience of this nature would speedily disappear.

As to the final court of appeal nothing is as yet decided, except that the House of Lords is to continue to discharge this function for another year, during which time the question of the retention of its appellate jurisdiction, or of the substitution of another court of final appeal, is to be considered and determined. As the House is to remain the court of last resort for a time, and may possibly retain this jurisdiction permanently, it may not be superfluous to say a few words, in conclusion, as to its constitution. There can be little doubt that it is, in many respects, defective. It seems scarcely necessary to consider the difficulties which might arise if the LORD CHANCELLOR were the only law Lord in the House, or the only one attending to appeals, since it is well known that this never now happens. It is obvious, in that case, that under the existing system of appeals in Chancery, the LORD CHANCELLOR might have to decide appeals from his own decisions, or, in other cases, might reverse the judgment of the two LORDS JUSTICES. This would of course be most unsatisfactory, and would be even more so if the CHANCELLOR happened to have belonged to the common law branch of the Profession.^(a)

Far more serious is the objection that, as has lately happened, the House is liable to consist of two law lords only, for, in that case, if they differ, no judgment can be given except that of affirming the judgment below. This manifestly defeats one of the chief objects of a court of final appeal, viz., to settle the law of the country with clearness and certainty, for this end cannot be said to be attained where that court is equally divided, more especially where there has been a difference of opinion in the courts below. The evil, moreover, is one for which it seems difficult to suggest a remedy; it might, indeed, be provided that no appeal should be heard before less than three law lords, but owing to the small number of these dignitaries, it would probably often be found impossible to secure the attendance of such a quorum. In 1841 Sir E. SUGDEN proposed in the House of Commons that the court of final appeal should consist of the LORD CHANCELLOR and two Judges to be called Lords President, but not necessarily to be peers; they were to act as Judges during the hearing, and openly to deliver their judgments, but not to have voices in the decision unless they were peers. This plan would seem, however, to be open to at least two objections: in the first place, if the Lords President were not peers, it is manifest that the decision would be that of the LORD CHANCELLOR alone, which, for the reasons above given, would be unsatisfactory; and secondly, we venture to think that no court of ultimate appeal should exclude the ex-Chancellors. Another apparent disadvantage in connection with the exercise of appellate jurisdiction by the House of Lords is their inability to call in the assistance of the equity Judges. Although it is a very rare occurrence at the present time for the House, sitting as a court of appeal, not to include one or more law lords thoroughly conversant with the doctrines of equity, it is of course possible that an appeal from the equity courts might come before the House when the law lords present belonged to the common law branch of the Profession. This evil might be remedied by issuing writs to the equity Judges, but the Chancery division is so undermined that the equity Judges could ill be spared from their own courts.

Further objections to the jurisdiction of the House are the well-

(a) *Vide* Sugden's Law of Property, as administered by the House of Lords.

known ones of its inability to sit for the hearing of appeals out of session, and the possible exclusion of the "finest judicial minds" from the final court of appeal by the unwillingness of their owners to accept hereditary peerages. The empowering of the House to sit out of session for judicial purposes has been proposed as a remedy for the first, and the creation of life or official peerages as a remedy for the second. Both proposals were made by the highest authorities, and the mere fact that, notwithstanding the notoriety of the evils for which they were put forward as remedies, they were never formulated into a Bill, would seem to be an argument against them.

Having adverted to some of the principal objections to the appellate jurisdiction, we may, in conclusion, mention what has always appeared to us to be the strongest argument for its retention, and that is, that while it is admitted to be desirable to have one court of appeal for the Empire, it may be taken as a fact that Scotland and Ireland are not only satisfied with the House of Lords, but object to any substitute as yet proposed, as a purely English Court of Appeal. We think, however, that so far as this is a practical grievance, it might be remedied by making it essential that Scotch and Irish Judges should be members of the new court. And great as would be the objection to continue the House of Lords as a court of appeal for Scotland and Ireland only, we think it would be better to do so than to continue it for England also.

THE NEW JUDICATURE BILL.

WE have before us the Supreme Court of Judicature Act (1873) Amendment Bill (No. 2), which contains thirty clauses, two schedules, and six appendices. The suspended sections of the Act of 1873 are sects. 20, 21, and 55, which affect the jurisdiction of the House of Lords and Privy Council; those partially repealed are sects. 3, 16, and 34, affecting the jurisdiction of the London Court of Bankruptcy, the jurisdiction of which, as fixed by the late Amendment Bill, is no longer to be transferred to the High Court of Justice, and also "so much of sect. 13 as relates to additional Judges of the Court of Appeal;" and the wholly repealed sections are sects. 35, 48, 53, 63, 68, 69, 70, 71, 72, 73, 74, which, with "the whole of the schedule," were also repealed by the late Bill, the repeal being a matter of form rather than of substance.

The clauses of the late Bill "as to the fixing and collecting of fees" reappear, but the score or so of old Acts upon the subject are no longer repealed by name. Instead of such a repeal, we have the more sweeping provision (clause 30) that there shall be repealed (in addition to "the Acts specified," i.e., 6 Geo. 4, c. 84, s. 7, and the above-mentioned sections of the Act of 1873) "any other enactment inconsistent with this Act or the principal Act," and "from the date at which any order in council, or rule of court, or order of the Lord Chancellor, made in pursuance of this Act, is made, any provision of any Act of Parliament inconsistent with such order in council, rule of court, or order of the Lord Chancellor."

The present Bill differs from the last in two important particulars: (1) that the Appellate Jurisdiction of the House of Lords and the Judicial Committee respectively are maintained until the 1st Nov. 1876; and (2) that the whole body of Rules of Court, fused with the "Rules of Procedure" scheduled to the Act of 1873, and supplemented by four additional sets of forms, are printed in the first schedule. Upon the first point we will only remark here, that the Government, by suspending the operations of sects. 20, 21, and 55 of the Act of 1873, instead of repealing them, appear to us to evince the praiseworthy inclination to yield only so far as they are obliged to do to the reactionary party, so that we are not without hope that sounder counsels may prevail some time before the 1st Nov. 1876, and that the sentimental project of crowning a new house with an old roof may come after all to be "utterly condemned."

As to the second point, we think the plan of presenting the whole body of Rules of Court in one document an exceedingly good one. Indeed, we wish that the fusion had gone one step further, and that the Act of 1873 itself had been consolidated with the present Bill. The advantages of such a plan, which would be little more than a matter of printing, may be seen by comparing sect. 5 of the Act with clause 3 of the Bill, sect. 11 with clause 8, sect. 25, sub-sects. 1 and 7, with clause 10, and so on. We should then have a fairly complete code of procedure in one statute. However that may be, no one could have compared the original "Rules of Procedure" with the subsequent "Rules of Court" without seeing at once the want of consistency of the two documents. Not to speak of matters of form, such as where the Rules of Procedure prescribed (rule 18) that pleadings should be printed, while the Rules of Court prescribed (order xviii. r. 2) that they should be partly written and partly printed, it is notorious that there were conflicts between the two upon points of substance. We do not think that these conflicts were so numerous as they were alleged to be, but we will take as a sample the important subject of trial by jury. The Rules of Procedure under the Act of 1873 (rule 31) gave the defendant an absolute right to a jury. The Rules of Court (order xxxii. r. 3) gave a Judge power to prevent a defendant from exercising his

right. The present orders (p. 67 of Bill) follow the Act of 1873, and maintain the right to a jury. Again, as to discovery, the Rules of Procedure (rule 25) prescribed that "any party shall be entitled to object to any interrogatory on the ground of irrelevancy" (thereby excluding other grounds), while the Rules of Court prescribed (order xxviii. r. 4) that application may be made to strike out an interrogatory on the ground "that it is scandalous or irrelevant, or not put *bonâ fide* for the purpose of the action . . . or on any other ground." "And the Judge," it was added, "if satisfied that any interrogatory is objectionable, may order it to be struck out." In the schedule to the present Bill, Order xxviii. r. 4 appears verbatim (see schedule A, Order xxxi. r. 5). We will not stop to inquire whether the extension of the judicial power to strike out interrogatories was desirable, but it is of obvious importance that the new Code of Procedure should speak with one voice. We further observe with satisfaction that this new code will not be subject to alteration during the critical period "after the passing and before the commencement of the Act." By clauses 16, 17, the Judges may "make any further or additional rules," in particular for all or any of certain matters "so far as they are not provided for by the rules in the first schedule," which rules may be "annulled or altered by the authority by which new rules of court may be made after the commencement of the Act." Further or additional rules may be all very well (if the Judges should have time to make them), but *a priori* alterations should be made by Parliament alone.

We have said that the rules of court originally issued are now supplemented by four new sets or forms. To the forms of pleading, which appear in appendix C, and occupy some fifty pages (pp. 122-174), we would direct particular attention. Introduced by the simple direction in Sched. A, Order xix, which deals with "pleading generally" (r. 5, p. 43), that "forms similar to those in Appendix C hereto may be used," they will be found of great use in exemplifying what the new pleading is intended to be. We think, however, that it would be advisable to point out more clearly that these forms are merely *exempli gratiâ*, and we should have been glad if it could have been found possible to increase their number, but abridge their length. Arranged alphabetically, they include nineteen subjects, in most cases giving the statement of defence as well as the statement of claim. The subjects are:

(1) Account Stated, (2) Administration of Estate, (3) Agent, (4) Bill of Exchange and Consideration, (5) Bottomry, (6) Charter-party, (7) Collision, (8) Equipment of Ship, (9) Foreclosure, (10) Fraud, (11) Guarantee, (12) Interest Suit, Probate, (13) Necessaries for Ship, (14) Negligence, (15) Promissory Note, (16) Probate of Will in Solemn Form, (17) Recovery of Land, (18) Salvage, and (19) Trespass to Land.

Any person who wishes to master the new system of pleading, as it is intended to work in its entirety, cannot do better than read these forms through. We subjoin the specimen of "Account Stated," omitting the formal portions:—

Statement of Claim.

1. Between the 1st Jan. and the 28th Feb. 1875, the plaintiff supplied to the defendant various articles of drapery, and accounts and invoices of the goods so supplied, and their prices, were from time to time furnished to the defendant, and payments on account were from time to time made by the defendant.

2. On the 28th Feb. 1875, a balance remained due to the plaintiff of £75 9s., and an account was on that day sent by the plaintiff to the defendant showing that balance.

3. On the 1st March following, the plaintiff's collector saw the defendant at his house, and asked for payment of the said balance, and the defendant then paid him by cheque, £25 on account of the same. The residue of the said balance, amounting to £50 9s., has never been paid.

The plaintiff claims £

The plaintiff proposes that this action should be tried in the county of Northampton.

We observe with regret that no "statement of defence" corresponding to the above has been given. A sample "statement of defence" and "reply" in this, the most common of all actions, would have been very useful. The pleadings in negligence, however, are entire, as follows:—

Statement of Claim.

1. The plaintiff is a shoemaker, carrying on business at
The defendant is a soap and candle manufacturer of

2. On the 23rd May 1875, the plaintiff was walking eastward along the south side of Fleet-street, in the city of London, at about three o'clock in the afternoon. He was obliged to cross . . . Street, which is a street running into Fleet-street at right angles on the south side. While he was crossing the street, and just before he could reach the foot pavement on the further side thereof, a two-horse van of the defendant's, under the charge and control of the defendant's servants, was negligently, suddenly, and without any warning, turned at a rapid and dangerous pace out of Fleet-street into . . . Street. The pole of the van struck the plaintiff and knocked him down, and he was much trampled by the horses.

3. By the blow and fall and trampling the plaintiff's left arm was broken, and he was bruised and injured on the side and back, as well as internally, and in consequence thereof the plaintiff was for four months ill and in suffering, and unable to attend to his business, and incurred heavy medical and other expenses, and sustained great loss of business and profits.

The plaintiff claims £ damages.

Statement of Defence.

1. The defendant denies that the van was the defendant's van, or that it was under the charge or control of the defendant's servant. The van belonged to Mr. John Smith, of . . . , a carman and contractor employed by the defendant to carry and deliver goods for him; and the

persons under whose charge and control the said van was were the servants of the said Mr. John Smith.

2. The defendant does not admit that the van turned out of Fleet-street either negligently, suddenly, or without warning, or at a rapid or dangerous pace.

3. The defendant says that the plaintiff might and could, by the exercise of reasonable care and diligence, have seen the van approaching him, and avoided any collision with it.

4. The defendant does not admit the statements of the third paragraph of the statement of claim.

Reply.

The plaintiff joins issue upon the defendant's statement of defence.

We have purposely extracted these pleadings *in extenso*. It is prescribed by Order xxix., r. 4 (p. 43 of Bill) that "every pleading shall contain as concisely as may be a statement of the material facts on which the party pleading relies, but not the evidence by which they are to be proved." We cannot but think that greater conciseness might have been attained in the specimen forms (of which we have given the shortest we could find), and we should imagine that some of them must be open to the criticism that they plead evidence. And as we are to have statutory forms of pleading, we should like to see Appendix C. enlarged by the addition of forms in libel, slander, breach of promise of marriage, breach of trust, and other common forms of action.

Appendices D, E, and F contain forms of judgment, of præcipe, and writs of execution respectively. Appendices A, B, appear to be identical with Schedules A and B, to the previously-issued rules of court.

Assuming that the Final Appellate Jurisdiction is to be left an open question, we see no reason why the Bill should not pass long before the end of the session, but we do not think any useful purpose would be served by expediting its commencement, except as far as regards pleading, in which respect the 24th Oct. would seem to be the proper date for commencement: (See 2 Will. 4, c. 39, by which "no plea shall be delivered between the 10th Aug. and the 24th Oct.") Unless the new Act commence on the 24th Oct. litigants commencing litigation between that date and the 1st Nov. will be placed in an awkward position.

LAW LIBRARY.

An Introduction to the History of the Law of Real Property. By KENELM EDWARD DIGBY, M.A., of Lincoln's-inn, Barrister-at-Law. Clarendon Press, Oxford.

THE increased attention given to the study of law of late has shown itself in a variety of ways. The efforts made to lead the student into the secrets of legal learning—efforts crowned with various degrees of success, according to the knowledge and skill that direct them—manifest themselves chiefly by the publication of books of an elementary character. Works of this kind have rarely any great merit; they commend themselves generally rather by the fact that they supply an ephemeral want than by any indication of a masterly ability in the scientific treatment of legal questions. Of the innumerable brochures which issue from the press, few can have the slightest claim to be anything more than a collection of undigested extracts from the Law Reports, or an endeavour to illustrate a branch of law in such a manner as to prove nothing but the incompetency of the author. Yet the importance of good elementary works is self-evident. What-ever puts the principles of law in a clearer light to the student is to be praised. With all its faults Blackstone's treatise is an admirable one. Williams's Real Property and Broom's Common Law likewise have their merits.

If we would form an opinion of the merits of any publication, we should consider in the first place, what is the want it is intended to supply, and, secondly, how far has it attained that end. Let us apply those criteria to Mr. Digby's History of Real Property Law. As we gather from the preface, the want to be supplied is one felt at the universities. "There is no really elementary work on the English law of real property adapted for students who have not and may never have any practical experience in the working of the law. Almost all elementary books have been written from the professional rather than the educational point of view." Anyone acquainted with the law lectures and law schools at the Universities of Oxford and Cambridge will fully concur with this statement. Undergraduates who read for the Honour Law School at Oxford, for instance, find the greatest difficulty sometimes in getting the original authorities required for the schools. The excellent work of Mr. Stubbs supplied a want in one section of English law; Mr. Digby has endeavoured to supply a want in another section. The kind of book which would supply that want we need scarcely say is one that would of no great value to the practical lawyer. It would appeal directly, as is pointed out in the preface, to those who are reading for a special object.

Amongst the better class of legal publications that have appeared during the last few years, there are many which might fittingly bear the motto, "*Melius est petere fontes quam sectari rivos*." Mr. Digby's work is one of this character. On the whole Mr. Digby has succeeded in the task he imposed upon himself. His history will, we think, be very acceptable to many who, from

choice or necessity, study the law of real property as it should be studied, we mean historically. The author has divided his subject into ten heads. A recital of these will show pretty clearly the nature of the contents: (1) Introductory, Elements of the Law of Land before the Reign of Henry II.; (2) Law relating to Land in the Reign of Henry II.; (3) Same subject till Reign of Henry VI.; (4) Legislation of Edward I.; (5) Completion of the Common or Earlier Law; (6) Origin and Early History of Uses; (7) Effects of that Statute on Modern Conveyancing; (8) Law of Wills of Lands; (9) Abolition of Military Tenures; (10) Titles. There is certainly room for more care in the matter of translation than the author seems to have bestowed on that part of his work. For instance, the first section of the statute, *De Religiosis* (15 Ric. 2, c. 5) is as follows: "*Que null religiosus nautre queconge achate ne vende, ou souz colour de dour ou terme, ou dautre tittle queconque decun receive ou dasun en escune manere par art ou par engyn,*" &c. Mr. Digby would have deserved the more praise for his translation had he been a little more careful in rejecting the stereotyped phraseology of Evans's Digest of the Statutes. But he uses in common with that legal writer such words as "religious" and "engine" as fitting renderings of "*religiosus*" and "*engyn*." In conclusion, we think this work will be a commendable addition to the Clarendon Press series, giving, as it does, so many documents illustrative of the history of the law of real property, which cannot be found elsewhere collected in so handy a form.

The Principles of the Law of Marine Insurance and General Average. By F. OCTAVIUS CRUMP, Barrister-at-Law. London: Butterworths.

A considerable portion of this work appeared in the columns of the LAW TIMES, and under such circumstances we can do little more than announce the fact of its publication in book form. If the author has succeeded in incorporating all the principles of the law, he has compressed into 350 pages that which in the other

text books occupies more than 1000. The satisfactory nature of the work can only be tested in practice.

We notice that in his preface Mr. Crump deals with the question of codification, and thinks that in marine insurance at least the judges have done much in the way of laying down general principles "unencumbered with the liens of particular cases," and he believes that by this means codification, or at any rate, considerable simplification, of the law is rendered possible.

The scheme of Mr. Crump's book is indicated in a prospectus which has appeared in our advertisement columns, from which we take the following:—"The volume now published is arranged alphabetically, and is thus its own index, but in addition to this feature it is prefaced by an elaborate table of contents, whilst important risks and conditions attaching to marine policies are dealt with under their own titles, *ex. gr.* 'Abandonment,' 'Barratry,' 'Capture,' &c. The great subject-matters of insurance are separately treated, so that the course which a policy runs from first to last is easily seen and understood. Taking 'Cargo,' the first section states what is the clause relating to it in an ordinary policy. This is followed by definitions of what is and what is not cargo, who possess an insurable interest in it, the risk—commencement, duration, termination, suspension, and revival—and, lastly, loss and adjustment. 'Freight,' 'Profits,' and 'Ship' are handled in the same way. Another feature peculiar to this work is the full references which it contains to the law prevailing in America, both when that law is in accordance with English law and when it is in conflict. For this purpose the works of Phillips, Duer, Parsons, and Kent have been laid under contribution, and the principal cases cited have been examined in the American reports. In order to suggest assimilation of European and Transatlantic jurisprudence occasional references have been made to French and German law.'

The success of this work may go some way to showing the feasibility of codification.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Friday, April 9.

APPELLATE JURISDICTION—THE JUDICATURE ACT.

THE LORD CHANCELLOR, in calling attention to the present condition of the Supreme Court of Judicature Act, referred to the report and recommendations of the Judicature Commission, on which the Judicature Act of 1873 was in great measure founded, but observed that in the creation of the Final Court of Appeal the recommendations of that commission were not adhered to. That Act did not include Scotland and Ireland in its provisions with regard to appeals, and therefore when the present Government came into office they had to consider what course should be taken in reference to Scotch and Irish appeals. In determining that question the Government resolved to be guided by three essential principles, namely, that, as a general rule, a double appeal ought to be permitted; that there ought to be one and the same tribunal of final appeal for England, Scotland, and Ireland; and, lastly, that care should be taken that the appeals should be heard before an adequate number of the most skilled and experienced judicial minds. However, the opposition which was offered to the provisions relating to the Final Court of Appeal compelled the Government to withdraw the Bill, and they had since received a considerable quantity of advice as to the course they ought now to pursue. They had been recommended to allow the Act of 1873 to come into operation on the 1st Nov. next. The objection to that course was that the Judicature Act would then come into operation with certain defects and imperfections which required removal, and there would at once be a severance in the appellate system, as the appeals from England would go to one tribunal and the appeals from Scotland and Ireland to another. The Government also objected to postpone the operation of the Judicature Act for another year, and those who offered advice to that effect appeared, the LORD CHANCELLOR observed, to look mainly to the creation of the ultimate tribunal of appeal, and to overlook the great work which the Act of 1873 was intended to accomplish in other respects. Under these circumstances the Government, considering the satisfactory state of the business before the Judicial Committee of the Privy Council and the House of Lords, proposed to detach for the present the more urgent part of the Act of 1873 from the other part not equally urgent, and the LORD CHANCELLOR said he would lay on the table a Bill having that object in view, and providing

that there should be an intermediate Court of Appeal constantly sitting. He thought it important that the Court of Appeal should not sit in separate divisions, and with respect to decrees disposing of the whole merits of a case, it would be provided that the court should consist of not less than three members, and of not less than two members in cases of interlocutory appeals or questions of practice upon which the whole merits of a case were not disposed of. With respect to the question of the Final Court of Appeal, the Government proposed to ask Parliament to suspend for twelve months the operation of those clauses in the Act of 1873 which took away the appeal from the House of Lords. In conclusion, the Lord Chancellor laid on the table a Bill for carrying into effect the objects he had referred to. —LORD SELBORNE did not think it expedient to go into detail upon the subject of the Bill at the present moment, but he expressed an apprehension that if there was to be an intermediate appeal, followed by a final appeal, the intermediate court of appeal was not likely to be powerfully constituted as representing the principles of Equity, because the Lord Chancellor would be withdrawn from the intermediate court in order to attend and hear appeals in the House of Lords; and the Master of the Rolls would be sitting often in his own court and only occasionally in the intermediate court of appeal. Though there might be some formal defects in the Act of 1873 which it was desirable to correct, yet, upon the whole, he should have preferred to let the Act come into operation. However, the country must now decide whether or not the best possible Final Court of Appeal was to be created without regard to sentimental or political considerations. —LORD PENZANCE believed that the course taken by the Lord Chancellor was the best that could be adopted, and that the plan now proposed would be satisfactory to the country. —LORD HATHERLEY protested against the continued unfortunate delay in settling the question of the final court of appeal; and after some observations in reply from the LORD CHANCELLOR the Bill was read a first time.

Tuesday, April 13.

THE MAGISTERIAL BENCH.

LORD ALBEMARLE moved the second reading of the Justices of the Peace Qualification Bill, and explained that its object was to amend the Act of Geo. 2, which declared that no person ought to be a justice of the peace who had not an income of £100 derived from land. The Bill, the second reading of which he moved, would, if passed, create another qualification, and enable the possessors of personal property of the annual value of £300 to be eligible as justices of the peace. He maintained that the present law was vicious in

principle, and he regarded it as a remnant of class legislation. Landed proprietors were declared to be persons competent to administer justice throughout England and Wales; and incumbents of livings, being also eligible for office of justice of the peace, became sharers in this offensive monopoly, though he did not think clergymen the fittest persons to hold an office of that kind. —LORD HAMPTON opposed the Bill, believing that no sufficient reason for the proposed change had been stated. He concurred in thinking it was not desirable that clergymen should be appointed to act as Justices in places where a sufficient number of qualified laymen could be found, and that was the principle as far as his experience went on which Lords Lieutenant now acted. Considering that Justices had the power of imposing local burdens, it was most desirable that they should have some connection with the land; and he moved as an amendment that the second reading be postponed for six months. —LORD COWPER hoped the second reading would be carried now, for the present law sometimes interfered with the choice of men who would be thoroughly fit to act as magistrates. —The Bishop of PETERBOROUGH concurred in thinking it was undesirable to have clergymen on the magisterial bench, not because he thought that clergymen would necessarily make worse magistrates than laymen, but because he believed that a clergyman's time would be best employed in attending to the spiritual wants of his parish. After some observations from Lord HARROWBY, who thought it would be unwise to cut quite asunder any of the ties which bound the clergy and the laity together, and from Lords WAVENEY and LYTTLETON, who both supported the Bill, —The LORD CHANCELLOR said he did not look upon the measure as one of great importance, but he thought the new qualification for Justices of the Peace very unsatisfactory. If it was proposed that, in addition to the income from personal property, the person to be appointed a magistrate in any county should have a rated residence in the same county, he would not say that such a proposal was unworthy of consideration. —LORD GRANVILLE said he had been told that in Wales the greatest possible difficulty was felt in getting fit men to act as magistrates, and he suggested that it would be advantageous if stipendiary magistrates could be appointed in mining districts. He supported the Bill, as it provided a wider field from which to choose fit magistrates. —The amendment proposed by Lord HAMPTON was then withdrawn at the suggestion of the Duke of RICHMOND, who expressed an opinion that it might be desirable to consider whether some arrangement like that suggested by the LORD CHANCELLOR might not be agreed upon, and the Bill was read a second time.

INDIAN LEGISLATION.

Lord SALISBURY moved the second reading of the Indian Legislation Bill, the object of which was to consolidate and amend the law relating to legislation in India, and to define the extent of the legislative power of the Governor-General of India in Council.—The Bill was read a second time.

The Patents for Inventions Bill, the Mutiny Bill, and the Marine Mutiny Bill were read a third time and passed.

HOUSE OF COMMONS.

Friday, April 9.

SIR H. JAMES AND THE FOREIGN LOANS COMMITTEE.

SIR H. JAMES was questioned as to his former professional connection with suits arising out of one or more of the foreign loans now being investigated before a select committee. On this occasion Sir L. Palk who had two questions on the paper, being unavoidably absent, had requested Lord C. J. Hamilton to put them. But as the Speaker had ordered them to be altered from their original form, Lord Claud proposed to postpone them until Monday, when Sir L. Palk would have returned. Sir H. JAMES, however, pressed that the questions should be put at once. They related to an action in the Court of Exchequer arising out of the Paraguay Loan, and to the receipt by him of fees amounting to £135 15s. 6d. Sir H. JAMES substantially admitted the accuracy of the statements in the queries, but he added that he had given notice of his motion for a committee on these foreign loans without communication with any person whatever, and he was much cheered when he called upon Sir L. Palk if he suggested any other motive but the public good as influencing his conduct to make that suggestion in a manner which would give him the opportunity of refuting it.

JUDGES AND JURIES.

Mr. WHALLEY (in the absence of Dr. Kenealy) asked the First Lord of the Treasury whether his attention had been called to the two following cases of alleged interference by judges at the present Assizes with the province and independence of juries:—

1. Extract from the *Dublin Daily Express* of what occurred at Limerick Assizes on the 6th March before Mr. Justice Lawson at the trial and acquittal of two men charged with homicide:—"After an hour's deliberation the jury returned into court. The foreman handed down the issue paper. The Clerk of the Crown.—Gentlemen, have you agreed to your verdict?—Foreman.—We have, my lord. Clerk of the Crown.—And you say the prisoner is not guilty? (Sensation in court.) His Lordship.—Gentlemen, is that your verdict? A Juror.—It is my lord. His Lordship.—Is it possible, after hearing the evidence of the various witnesses examined, that you can arrive at such a verdict? Foreman.—We have done our best, my lord. His Lordship asked counsel on each side if they had anything to suggest. Sir Colman O'Loughlin, Q.C.—Well, my lord, the only suggestion I would venture to make to your Lordship is that the jury having agreed to the verdict may now be discharged. His Lordship.—Very well, Sir Colman. I must, however, observe that in the whole course of my experience I never witnessed a more wilful and distinct violation of an oath than has been illustrated by the jury in this case. It is beyond anything I could have imagined or believed. This is strong language for me to use, but I feel that in the discharge of my duty, sitting here as a judge, I am bound to use it. Subsequently Mr. De Moleyns appeared in court, and, addressing his Lordship, said,—My Lord, in consequence of the extraordinary verdict of the jury and the observations which your Lordship has felt bound to make, I beg that your Lordship will postpone further action in the case until Monday, in order to afford the Law Officers of the Crown an opportunity of consulting upon the subject. His Lordship.—Certainly. The prisoner was then removed in custody and the jury were discharged."

2. A man having been tried and acquitted at Brighton Assizes on the 18th of March, the Lord Chief Justice Cockburn, the presiding judge, immediately directed another jury to be sworn, and, addressing the prisoner, told him he ought to consider himself very fortunate, for he did not believe twelve other human beings could be found, except the jurors in the box, who would have returned the verdict they had done upon the evidence before them,—

and whether it was his intention to introduce any measure which should have for its object the better maintenance of the rights of jurymen to deliver verdicts according to their conscience to the best of their ability without censure from the Bench.—Mr. DISRAELI, who on rising was loudly cheered, said—Mr. Speaker, the hon. gentleman has made an appeal to me whether it is my intention to introduce any measures which shall have for their object the control of judges in reference to conduct similar to that which he has detailed. I don't know why the appeal is made to me. It is not their business, happily, for the Ministers of the Crown to exercise jurisdiction over the judges. (Cheers.) If a judge does anything to lose the confidence of the public, it is the privilege of Parliament to address the Crown, to remove him from the bench. (Hear, hear.) Therefore, the hon. gentleman should not have made his appeal to me. I should be as unwilling

to interfere with the free expression of opinion on the part of the judges as I should be to interfere with the free expression of opinion by the jury in delivering their verdict. There may be occasions on which the exercise of that freedom of opinion on the part of the judges is for the public welfare. We see in civil cases the verdict of a jury is occasionally refused by the judge, and they are asked to reconsider their verdict. In criminal cases, again, a jury may be so stupid or factious that a judge may rightly and conscientiously believe that he is only doing his duty in expressing his opinion on the conduct of the jury. No one in this House has more esteem for trial by jury than I have myself. I know its value, and how much it conduces to the security of the person, and not merely the freedom of the subject, but the liberty of the country. (Hear, hear.) But I don't believe that juries are infallible; and from what I have observed of the sayings and doings of the hon. member for Stoke, who originated this question, and the hon. member for Peterborough, I believe that is an opinion which in some degree they share with me. (Cheers and a laugh.) I beg the House to observe that this question has been felicitously introduced to-day in the absence of hon. member for Stoke, for the hon. gentleman the member for Peterborough has just presented a petition calling on the Crown to appoint a Royal Commission to impugn the verdict of a jury. (Loud cheers and a laugh.)

SOLICITORS' JOURNAL.

A CORRESPONDENT in writing us upon the subject of the exclusion of solicitors from being called to the Bar, observes as follows:—"The reason given by the Benchers to Mr. Bircham (the president of The Law Society), for not relaxing their rules which aim at our exclusion, was that the Attorneys' Act requires a barrister to enter into articles of clerkship before admission on the Rolls. Are the Benchers aware of the different ways in which these opposing restrictions work? Take a solicitor seeking to be called to the Bar. He must starve for three years if dependent on his profession for a livelihood; true, he may become a draper's assistant, or indeed anything else, so long as he wholly disconnects himself with solicitors and their business: he must not even become a salaried clerk to a solicitor after being struck off the Rolls. Surely this is a great hardship? But take a barrister wishing to pass to the other branch after being disbarred, he may still continue to use his professional knowledge as a means of livelihood; he can undertake the conveyancing business in a solicitor's office while articulated, and can even receive a salary proportionate to the business done by him. If this question is looked into it will be found that the positions are by no means analogous." We entirely concur in the foregoing remarks. Some reasonable compromise should be effected.

THE revenues of the Inns of Court and their sources contrast strangely with those of The Incorporated Law Society. The Inns of Court are exceedingly wealthy, and the Profession contributes but little, even by comparison, to the imperial revenues of the country. Moreover, these bodies (the Inns of Court) are exempt from the payment of certain local taxes to an extent enjoyed by no other corporations or individuals. The Incorporated Law Society of the United Kingdom is comparatively poor, while solicitors, as compared with barristers, contribute largely to the public exchequer. As we have already announced, the annual certificate duty alone amounts to £100,000 a year, and taking the average number of solicitors admitted every year during the last five years to be 500, this is equivalent to an addition to the public revenues annually of about £45,000, for stamp duties on articles, admissions, &c. On the other hand, the fees payable by students and solicitors to the Incorporated Law Society are by comparison so small that they bear no analogy to those payable to the Inns of Court by students and barristers, which are considered by many to require reduction. In the absence of any strong expression of opinion on the part of the public and the lay press, solicitors cannot hope successfully to cope with the power and influence of the Bar except by diverting into the coffers of The Incorporated Law Society some portion at least of the moneys which at present are paid by solicitors towards the general revenues of the country. Anyone who will take the trouble to compare the fees of every kind paid by barristers in relation to their profession, with those of solicitors for similar purposes, will see at a glance that while, on the one hand, solicitors are more heavily taxed than barristers, yet, on the other, the larger portion of such payments by solicitors goes into the public purse, and the larger portion

by barristers into the purses of their governing bodies. Articles of clerkship require an £80 stamp. The fees payable on examinations to the Law Society are nominal. On admission about £30 are paid for stamp duties, &c.; in short, every person becoming a solicitor is worth altogether about £120 to the revenue the first year, and about £7 10s. a year after, while he is only worth the first year about £3 to The Incorporated Law Society, and 5s. a year after. As regards a student for the Bar, he has to pay for stamps and fees on entering about £40. The amount payable for commons, &c., before call is £5 5s. per annum. The expenses in all, including stamps, amount to £82, and the sum of £1 is chargeable to a barrister annually for dues. The annual contribution of barristers to the public exchequer, however, is nil, and only a small portion of the fees, &c., payable on admission go into the public purse.

A SOMEWHAT serious evil seems to be on the increase in connection with the Licensing Acts and the brewing trade. As our readers are aware, for a first offence by the holder of a licence under the last Act no endorsement is made on the licence, and no record, to which the public have access, is kept of such conviction. It frequently happens that a person becomes the purchaser of property, the tenant of which has been so convicted, and who yet can produce a clean bill in the shape of his licence unendorsed. In this way serious loss is not unfrequently inflicted on the purchaser for, assuming the tenant to suffer a second conviction after a sale as suggested, it is endorsed on the licence, and at once the property is depreciated in the market. It will be suggested that the tenant may be asked to make a declaration, but such a course, even if acceded to, would be found irksome and tedious; and we cannot help thinking that an easy way out of the difficulty is to require magistrates' clerks to keep a register of all convictions, to be open for inspection by the public on the payment of a small fee, sufficient to compensate these clerks for their trouble in keeping such a register. The question is certainly one to which we are justified in directing the attention of magistrates' clerks and the Profession usually acting for the purchasers of such property.

THE evidence of Mr. Samuel Leech, solicitor, of Derby, taken on Tuesday last before the Select Committee of the House of Commons to inquire into the operation of the Corrupt Practices Prevention and Election Petitions, and other Acts upon similar subjects, will have been read by the Profession with much interest. There are among other lawyers on this committee two solicitors, and the advantage of having practical men on it is evidenced by the nature of the questions put by them to the witnesses. The law relating to Parliamentary elections is becoming more complicated and more a speciality for study, and certainly solicitors are especially interested in considering the operation and tendency of each Act of Parliament upon the subject, inasmuch as throughout the country members of our Profession are universally selected to discharge the duties of political agents. Referring for a moment to Mr. Leech's evidence, it appears that the amount of counsel's fees charged in the respondent's solicitor's bill of costs in relation to the proceedings at Taunton to unseat Sir Henry James, was £2385, of which £775 was allowed on taxation. The total costs in connection with this petition amounted to close on £10,000; the counsel's fees in the five cases referred to by Mr. Leech, in his evidence, amounted to £14,512, of which sum not one-third was allowed on taxation.

In another column will be found a short report of a meeting of the Parliamentary Committee of the Legal Practitioners' Society, from which we gather that the Society proposes to secure an enactment which, while not altering the principle of the law in regard to the preparation of instruments relating to real and personal property for gain or reward, as provided by the Stamp Act, proposes to impose a small penalty (in addition to the penalties imposed by such Act), to be recovered by any solicitor in County Courts. A similar provision was, we believe, contained in the society's Bill of last session. Country solicitors must not omit to call the attention of Members of Parliament to the necessity of supporting Mr. W. T. Charley, M.P., and Mr. W. Gordon, M.P., who have the carriage of the present measure. The Bill will, we believe, be read a second time on the 12th of May. *Apropos* of this subject, the necessity for this proposed legislation is curiously illustrated in the following case: An auctioneer at Portsmouth some time since prepared a bill of sale under circumstances which rendered him liable to a penalty of £50 under the Stamp Act. Without instructions he recited in the deed certain matters which were so incorrectly

stated that the validity of the mortgagee's security itself is, we learn, now imperilled in connection with a sheriff's interpleader summons. In any case (the solicitor of the mortgagee informs us) his client will be put to much unnecessary expense in defending his title to the goods in question. The error of the auctioneer was not wilful, but arose from a mistaken notion that a bill of sale must state a day on which the consideration money was paid—with other particulars.

An important question, with which the Profession is by this time familiar, has recently been considered at the Easter quarter sessions for West Sussex, arising out of the appointment of a special committee of magistrates at the previous sessions, to consider the desirability of paying justices' clerks by salary in lieu of fees. As our readers are aware this matter has of late years been in a great many cases considered by county benches of magistrates with the usual result that payment by salary is preferred to the other and more antiquated mode. The justices of the division in question, however, appear to consider that the advantage of paying by salary is by no means certain, at all events the further consideration of the point has been adjourned to the next sessions in order that inquiries may be made as to how the proposed change works in other counties. So far as the Justices' Clerks' Society is concerned we believe that most of its members prefer payment by salary, to that by fees.

THE recent questions and personal explanations in the House of Commons in regard to the Select Committee appointed by the House to inquire into the circumstances under which foreign loans are negotiated in this country, must suggest important considerations to the minds of many solicitors. It is evident that serious consequences in regard to a client's interests may be occasioned by the employment for one's client, or by one's opponents in an action or suit, of counsel who is also a member of Parliament, taking an active part in public affairs. Take the committee now sitting and to which we refer. Sir Henry James has been concerned as counsel in certain cases in which litigation has been pending in regard to loans, the circumstances of raising which have been deliberated upon by the committee of which Sir Henry is a member. For the public spirit which the learned gentleman has shown in the matter he can but be commended, nor can an eminent lawyer be expected to make his sense of public duty subservient to the interest of particular clients, past or present, supposing—we only say supposing—they are in conflict. Now, assuming that any member of Parliament in Sir Henry James's position knew of such a conflict, it does not appear to us easy to determine what would be the exactly proper course for such a lawyer to pursue. On the one hand, he is bound to conform to what he feels to be a sense of duty to the public generally not less than to his immediate constituents; on the other, the interests of a client are considered sacred. It seems to us, however, that there might be circumstances in which a barrister or solicitor who is a member of Parliament may make use of certain information which he has acquired through professional employment by a client, which he, the barrister or solicitor, in discharge of public obligations, may turn to excellent account in the interests of the general public, and yet seriously imperil the interests of the client, of course without intending, but even without knowing that he is the indirect cause of such a contingency. Are not, we ask, the interests of clients, after all, more secure in the hands of lawyers who take no part in public affairs, or, at all events, who are not public men?

THE power conferred by the rules framed pursuant to the Bankruptcy Act 1869, whereby a trustee is authorised in certain cases to administer an oath and to take affidavits, is one which we have reason to fear has been greatly abused, so much so, that any amending Act which continues this power will perpetuate a radical evil. Too often a trustee is not only an unreliable person, but a friend, or supposed friend, of the debtor's, and it is hardly too much to say that such a person is frequently in an equally impecunious state with the debtor himself, the required certificate of character, &c., notwithstanding. That this power puts temptations in the way of the trustee as well as of the debtor (sometimes to the injury of the debtor, more frequently to the loss of the creditors) under such circumstances, can hardly be denied, and it becomes a serious question whether the power to administer an oath must not be confined to certain responsible persons commissioned for the purpose, and moreover, that no affidavit should be sworn to until the person administering the oath has read over, and if he consider it necessary, explained to the proposed deponent, the nature of

the matter as to which he seeks to be sworn. This latter course seems necessary, because of a growing practice on the part of commissioners for oaths, to administer the oath without even inquiring the general purpose or object of the affidavit. The question has been often discussed as to whether such a commissioner ought to inform himself of the contents of an affidavit or declaration, and although the fees are such as do not warrant such additional work, still we cannot help thinking that the practice which usually obtains in such matters would admit of remodelling. The Judicature Act and Rules promise to accomplish certain alterations, to which others might be usefully added.

In another column we publish a short report of an application in the Exeter County Court, for an order (under the 89th and 90th sections of the Bankruptcy Act), on the bankrupt, the high bailiff of the Axminster County Court, to set aside a portion of his salary as such bailiff. The making of the order seems to have been especially urged on the ground of the application of the 89th rule to the case. The 90th section, however, is really the one on which the application should have rested, and it is certainly astonishing that the court refused to make any order. The liabilities are only £400, and inasmuch as the bankrupt appears to have enjoyed an income as a conveyancer and from other sources also, an order, with leave to the bankrupt to apply to reduce the amount named, may have been looked for. Even £20 a year for two years would pay 2s. in the pound. The evil of refusing such an order is to be especially found in the inducement it offers to others to shirk payment of debts. The matter, however, is one in the discretion of the judge.

THE Lord Chancellor seems anxious to know as soon as possible what is the intention of the Town Council of the Borough of Portsmouth on the subject of the appointment of a stipendiary magistrate for that town. At a recent meeting of the local authority a letter was read from his Lordship's secretary making the inquiry, and a resolution was adopted fixing the next quarterly meeting for the consideration of the question, which has already been under discussion. These appointments are not very frequently made, not, however, for want of men who are fully eligible, but, perhaps, partly because as a rule the local magistracy give satisfaction, and also on the score of expense. We are of opinion that the population of Portsmouth—over 100,000—taken in conjunction with its other requirements, point to the desirability of such an appointment being made. There does not seem, however, to be occasion for any precipitate action in the matter.

THE Profession will learn with some surprise that the Secretary of State for War has in contemplation to abolish the office of Assistant Solicitor to the War Office, worth £1000 a year, and now held by a solicitor, and not a barrister. A glance at the Army List suggests the enormous expenditure in connection with the military service of the country, especially in the shape of half pay to general officers, and others holding field rank. This £1000 a year is, as it were, such a drop in the ocean of expenditure, that it is difficult to account for the proposal. The office has existed for many years, and not without occasion. At the present time the offices of Solicitor to the Admiralty, and Assistant Solicitor to the Treasury, are vacant, and likely to continue so. It would be interesting to know how many barristers have applied to fill them.

Two well known solicitors, whose united ages amount to 185 years, have just died within a day or two of each other. The *Times* of Monday recorded the death of Mr. Wm. Brodrick, late of the firm of Messrs. Bell and Brodrick, aged ninety-two, and on Tuesday the death of Mr. Burton, aged ninety-three, was announced in the same journal. Mr. Brodrick took out his first certificate in 1805, and Mr. Burton in 1808. Mr. Burton practised many years in Queen-square, Bloomsbury, and Powis-place, Great Ormond-street. Both gentlemen were active supporters of the Incorporated Law Society.

In our issue of the 3rd instant, we expressed approval of the jurisdiction of the House of Lords as a final court of appeal, being revived for the present rather than that this question should be made an excuse for a further postponement of the Judicature Act. This appears to be the course adopted by the Government, but much as we feel the absolute necessity of clearing up the arrears of Nisi Prius business as well at Guildhall as at Westminster, which is far larger than the Lord Chancellor seems to have supposed, we cannot but think that should the Act come into operation in time to serve the purpose of dispatching this business, it may be expected to

lead to much confusion in many ways. The general feeling in the Profession has long been that the Act certainly would not come into operation before November, and inasmuch as professional men are now so occupied as to leave no time to look up the rules which will work a perfect revolution in judges' chambers alone, and remembering too that important questions have still to be settled by Parliament, it seems only reasonable to expect that November is the time when, for certain, this great measure of reform is to take effect.

NOTES OF NEW DECISIONS.

DELIVERY OF GOODS OF THIRD PARTY AT REQUEST OF DEFENDANT—CLAIM OF THIRD PARTY MADE GOOD AGAINST PLAINTIFF—WHETHER IMPLIED INDEMNITY OF PLAINTIFF BY DEFENDANT.—Where goods are claimed from A. by both B. and C., and A. delivers them to B. at his request, A. may recover from B. for loss sustained by C. having made his claim good. The plaintiffs, being colliery owners, had in their possession certain coal trucks, sent to them by P., a customer, in the way of business. P. filed a petition for liquidation. The K. company claimed the trucks both before and after the date of the petition, as bought by them of P.; the defendant claimed them as the trustee of P. in liquidation. The plaintiffs, who had notice of both claims, sent the trucks to the defendant, who had notice of the claim of the K. company, in compliance with the written order of the defendant. The K. company sued the plaintiffs in an action which the plaintiff, acting reasonably, settled by payment of the full demands of the K. company. Held, that there was evidence that the defendant had impliedly contracted to indemnify the plaintiffs, so as to entitle the plaintiffs to recover from the defendant the amount paid by them to the K. company in settlement of the action, and a rule to set aside a verdict entered for the plaintiffs for such amount discharged. *Betts v. Gibbins* (2 A. & E. 57) followed with approval: (*Dugdale and others v. Lovering*, 32 L. T. Rep. N. S. 155. C. P.)

PRACTICE—NOTICE OF INTENTION TO DEFEND—NEW TRIAL.—When a plaintiff enters a cause on the list for trial as being undefended, he must give notice to the defendant of his doing so in time to allow of the latter giving him a counter notice that he intends to defend. If the plaintiff receive such a counter notice it is his duty to see that the alteration in the list is made, and he is bound to inform the court, should the cause be called on out of its turn as undefended, that it cannot be so taken. Where a plaintiff having received such a counter notice, nevertheless allowed the cause to be taken first as undefended in the absence of the defendant and obtained judgment, the court granted a rule for a new trial, without requiring the defendant to make an affidavit of merits, on the ground that he had been deprived of his right to have his case tried by a jury, owing to the fault of the plaintiff: (*Wolf v. Goldring*, 32 L. T. Rep. N. S. 161. C. P.)

HUSBAND AND WIFE—WIFE'S CHOSE IN ACTION.—Previously to her marriage with M., E. was the owner of a fund standing in the name of her late husband, in the books of a firm who had acted as her late husband's bankers. After the marriage the account was headed "Captain and Mrs. M." There was no evidence to show on whose authority the transfer of the account was made. Both the husband and wife drew upon the interest of the fund. The husband and wife perished by shipwreck. There was no evidence as to whether the husband survived the wife or not. The husband had purported to bequeath the fund by will. Held, that the fund belonged to the wife's representatives, there not being sufficient evidence that the husband had reduced it into possession, and it being impossible to prove that the husband was the survivor: (*Scrutton v. Pattillo*, 32 L. T. Rep. N. S. 140. V. C. M.)

INFANT—CONTRACT—RATIFICATION—JUDGMENT BY DEFAULT.—Before the Infants' Relief Act 1874 came into operation, an infant drew a bill of exchange for £50, and endorsed it to a creditor in payment of jewellery. The Act came into operation before the bill of exchange matured, and the creditor, after the infant came of age, brought an action against him on the bill, and recovered judgment by default. He then issued a debtor's summons, the proceedings on which were stayed on the debtor undertaking to pay the debt within three days. Payment not having been made, the creditor presented a bankruptcy petition against the debtor: Held, that the 2nd section of the Infants' Relief Act rendered the ratification (if there had been any) of the contract void, and that consequently there was no debt to support the bankruptcy petition. *Quare*, whether several creditors are at liberty to join in one debtor's summons; but if they do so they must go on together in the subsequent proceedings, and cannot severally present petitions in bankruptcy founded on the failure of the debtor to comply with the summons: (*Ex parte Kibble; Re Onslow*, 32 L. T. Rep. N. S. 138. Chan.)

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

AUSTRALIA DIRECT STEAM NAVIGATION COMPANY (LIMITED).—Petition for winding-up to be heard April 17, before the M. B.

LONDON AND PARIS BANKING CORPORATION (LIMITED).—Creditors to send in by May 31 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any), to Geo. A. Cape, 8, Old Jewry, London, the official liquidator of the said company. June 7, at the chambers of V. C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

STAR OF NEVADA SILVER MINING COMPANY (LIMITED).—Petition for winding-up to be heard April 23, before V. C. M.

WEST OF ENGLAND STEAM COMPANY (LIMITED).—Petition for winding-up to be heard April 23, before V. C. M.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.

HOLMES (Jane), Upper Berkeley-street, spinster; £268. 8d. New Three per Cent. Annuities. Claimants, Wm. Holmes and Wm. Gower, executors of Jane Holmes, deceased.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BATES (John), 19, Norfolk-road, Brighton, Sussex, gentleman. May 1; Somers Clarke, solicitor, 8, Ship-street, Brighton. May 23; V. C. at twelve o'clock.

BRABLE (Ann), Ugborough, Devon. May 1; Wm. Gribble, solicitor, Abchurch-lane, London. May 22; M. R., at eleven o'clock.

COOKE (Isaac Allen), Bristol. April 30; Robert J. P. Broughton, solicitor, 12, Great Marlborough-street, Middlesex. May 7; C. H., at twelve o'clock.

ELIOTT (Edw. G.), 5, Bucking-ham-street, Plymouth, Devon, retired commander in the Royal Navy. May 11; Wm. J. Woolcombe, solicitor, Plymouth. May 22; M. R., at twelve o'clock.

FREWICK (Henry), South-hill, Durham, Esq. May 1; B. Blythe, solicitor, 24, Craven-street, Charing-cross, Middlesex. May 23; V. C. H., at twelve o'clock.

GILBERT (Edward W.), Tunbridge Wells, Kent, land surveyor. May 15; Thos. F. Walker, solicitor, Tunbridge. May 24; V. C. M., at twelve o'clock.

HUMPHRIES (Arthur), Bank House, Congleton, Chester, gentleman. May 10; Wm. Challinor, solicitor, Leek, Staffs. May 25; M. R., at twelve o'clock.

JULIANG (Peter H.), Westmorland-road, Newcastle-upon-Tyne, draper. May 12; J. O. and J. E. Joel, solicitors, Newcastle-upon-Tyne. May 21; V. C. B., at twelve o'clock.

KINSELEY (Wm. Thos.), formerly of Barfield, Berks, and late of Lee Tomblitts, Catel, Island of Guernsey, gentleman. May 31; F. A. Snow, solicitor, 24, College-hill, London. May 14; V. C. M., at twelve o'clock.

LYDD (Jas.), Molesmead, near Bala, Merioneth, Esq. May 1; Thos. Twiss, and Co., solicitors, 93, Russell-square, London. June 2, at twelve o'clock.

MILNER (Wm.), Thorpe Hesley, Ecclefield, York, miner. May 11; Chas. Newman, solicitor, Barnsley, York. May 25; V. C. B., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

PTROPP (Major Gen. East), C.B., Amburst Lodge, Tunbridge Wells, Kent. June 10; Rev. East Apthorpe, Abinger, Surrey, and Major John J. Heywood, Apsley House, Mount Egham-road, Tunbridge Wells.

STROUS (John), Leicester, a retired chemist and druggist. June 24; Berridge and Morris, solicitors, Friar-lane, Leicester.

TENBOR (Robert), Craven-hill Gardens, Middlesex, and 10, King's Arms-yard, Moorgate-street, London. July 30; Elayes, Twiss, Parker, and Co., solicitors, 60, Russell-square, London.

ROAD (Morris D.), Rosarans, St. Columb Major, Cornwall, farmer. May 10; Whitford and Son, solicitors, St. Columb Major, Cornwall.

UCKERIDGE (Rev. Alfred), St. Sidwell, Exeter. May 28; R. T. Campion, solicitor, 8, Bedford-circus, Exeter.

UCKLEY (Right Hon. Lady Catherine), New Hall, Chapel of Norton and Major John J. Heywood, and of South Andley-street, Middlesex, widow. May 23; Walters, Young and Co., solicitors, 9, New-sq., Lincoln's-inn, London.

OFFER (George and Joseph), both of Dagenham, Essex, farmers. May 31; Champness and Death, at the offices of Surridge and Hunt, solicitors, Romford.

SAKE (Robert Esq.), formerly of 114, High-street, White-chapel, and of Kildon-house, Stoke Newington, Middlesex, rope and twine manufacturer. April 30; H. Levy, solicitor, 18, Surrey-street, Strand, Middlesex.

CHATAUVILLARD (Louis Alfred Le Blanc Comte), 60, Rue St. Lazare, Paris. May 11; Michael Abrahams and Roffey, solicitors, 8, Old Jewry, London, and 23, Talbott, Paris.

LYNSFORD (Jas.), Exeter, coal merchant and shipowner. May 28; E. T. Campion, solicitor, 8, Bedford-circus, Exeter.

WATER (John), Cecil-street, Carlisle, coal agent. May 1; Thos. Milburn, builder, Brunswick-street, Carlisle, and Jas. Armstrong, Maryport.

AYLOR (Ann), 302, Southampton-street, Camberwell, Surrey, widow. May 18; Fitch and Fitch, solicitors, 13 Union-street, Southwark, Surrey.

ARRIES (Francis), Cruckton Hall, Salop, Esq. June 1; Thomas Harries, Esq., Cruckton Hall, Salop.

ND (Thos.), Narborough, Leicester, gentleman. July 1; Dalton and Salusbury, solicitors, Leicester.

MDINE (John), Falkner-square, Liverpool, merchant and shipowner. May 1; Wm. G. Bateson, solicitor, 23, Castle-street, Liverpool.

MDINE (John), 9, Navarino-road, Dalston, Middlesex, Esq. May 1; Young and Co., solicitors, 12, Essex-street, Strand, London.

MDINE (Morrice), 60, Guildford-street, Russell-square, Middlesex, and of 62, Chancery-lane, Middlesex, officer to the Sheriff of Middlesex. May 1; Allen and Son, solicitors, 7, Carlisle-street, Soho, Middlesex.

MDINE (John B.), 5, Belgrave-street, Weymouth. May 20; F. C. Shepherd, 5, Robert-street, Adelphi, London.

MDINE (Harriett S. S.), 2, Evelyn-place, Deptford, Kent, widow. May 10; Wm. H. Orchard, solicitor, 5, John-cree, Bedford-row, London.

MDINE (Dr. Wm.), M.D., formerly of Ben Rhydding, near Kiley, York. May 1; Andrew J. Dickson, solicitor, 8a, Berners-street, E. Kensington.

MDINE (Catherine), late of Clevedon Villa, St. Phillips-road, Surbiton, Surrey, widow, and formerly of 8, Eaton-square, Middlesex. May 17; Johnson, Upton, and Budd, solicitors, 20, Austinfriars, London.

MDINE (Wm.), Harriet Cottage, Napier-place, South orwood, Surrey, gentleman. May 15; C. M. Elborough, solicitor, 17, King's Arms-yard, Moorgate-street, London.

MDINE (Sarah B.), 8, Cavendish-square, Dover, Kent, widow. June 1; Collyer-Bristow and Co., solicitors, 4, Bedford-row, London.

MDINE (Thomas), Tunbridge Wells, Kent, gentleman. June 1; Charles Overy, Tunbridge Wells.

PALLET (Jas.), 97, Upper Thames-street, London, licensed victualler. May 9; Roy and Cartwright, solicitors, 4, Lombury, London.

PEACOCK (Samuel J.), Willenden Green, and 59 to 65, Wells-street, Oxford-street, Middlesex, egg merchant. May 18; H. M. Dalton, solicitor, 161, Piccadilly, Middlesex.

PELHAM (Walter T.), 1, Warwick-terrace, Leamington, Warwick, Esq. April 28; Kendall and Congreve, solicitors, Union Bank Chambers, Lincoln's-inn, London.

PETTY (Walter), 105, Charlotte-street, Fitzroy-square, and 32, Crowndale-st, Pancras-road, Middlesex, appraiser and house agent. May 3; Wm. F. Watson, solicitor, 11, Southampton-buildings, Chancery-lane, London.

PLATTS (Isaac), formerly of 20 and 21, Upper York-street, Bryanston-square, Middlesex, and of Wye House, Outram-road, Addiscombe, Surrey, late of 21, Blomfield-road, Shepherd's-bush, Middlesex, gentleman. June 1; C. E. Freeman, solicitor, 20, Cuttler-lane, Cheapside, London.

SMITH (Dr. Edward), Stanley-house, Surrey-street, Norwich, June 1; Mrs. Sarah Smith, Stanley-house, Surrey-street, Norwich.

SMITH (Hon. Georgiana), Bristol House, Bristol-road, Brighton, Sussex, spinster. May 15; Black, Freeman, and Gell, solicitors, 35, Ship-street, Brighton.

SONDES (Rt. Hon. Geo. J. Baron), May 20; Farrer, Overy and Co., solicitors, 65, Lincoln's-inn-fields, London.

SPOONER (Wm.), formerly of Hallam-gate, Sheffield, and afterwards of Tappin-house, Sheffield, Esq. June 1; W. and B. Wake, solicitors, Castle-court, Sheffield.

TEMPLE (Richard), Nash, Kempsey, Worcester, Esq. June 1; Martin Currier, solicitor, Sansome-place, Worcester.

THIRSE (Edw.), 11, Halsey-terrace, Chelsea, Middlesex, gentl. 30; Chancery-lane, Pollock, and Mason, solicitors, 65, Lincoln's-inn-fields, London.

THOMPSON (Walkden), Kingston-upon-Hull, engineer and ironfounder. May 24; George H. Bell, 10, Parliament-street, Kingston-upon-Hull, or C. H. Wright, 3, Chariot-street, Kingston-upon-Hull.

TOLBUTT (Edward), Romford, Essex. May 31; Surridge and Hunt, solicitors, Romford.

TWISS (Rev. James), Little Casterton, Rutland. May 8; Beachcroft and Thompson, solicitors, 18, King's-road, Bedford-row, London.

WATTS (Isabella), Percy Villa, 182, Clapham-road, Surrey, widow. June 15; F. W. Snell, solicitor, 1, George-street, Mansion House, London.

WILLIAMS (John C.), Upper Paddington, near Sydney, New South Wales. May 19; Henry Kimber, solicitor, 79, Lombard-street, London.

WILLIAMS (John C.), Upper Paddington, near Sydney, colony of New South Wales. May 19; Henry Kimber, 79, Lombard-street, London.

WOODHAM (Henry A.), L.L.D., 66, Hill's-road, Cambridge, Esq. June 1; Jas. Crowley and Son, solicitors, 17, Serjeant's-inn, Fleet-street, London.

YOUNG (Wm.), Exeter, retired butcher. May 28; R. T. Campion, solicitor, 8, Bedford-circus, Exeter.

REPORTS OF SALES.

Wednesday, April 7.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart, Sussex, near Newhaven.—Meeching Place Farm, containing 430a. 0r. 10p., freehold—sold for £13,950.

By Messrs. RUSHWORTH, ANNOTT, and Co., at the Mart, Oxford-street.—Nos. 316 and 317, freehold area, 8000 feet—sold for £22,550.

Berkeley-square.—No. 9, Farm-street-mews, term 25 years—sold for £2700.

Oxford-street.—No. 91, a profit rental of £120 per annum, term 24 years—sold for £1600.

Oxford-street.—No. 91, term 24 years—sold for £2610.

No. 92, same street, term 9 years—sold for £410.

THE BENCH AND THE BAR.

THE BAR AND THE HOUSE OF COMMONS.

The following letter has been addressed to the *Pall Mall Gazette* :—

Sir,—Sir Lawrence Palk's questions to Sir Henry James have excited a good deal of interest in legal circles as well as in the House of Commons. In the latter they recall some events of the session of 1858, and especially Lord Hotham's resolution of the 22nd June. The resolution he moved was carried by a large majority, and is now on the records of Parliament in the following words :—

"That it is contrary to the usage and derogatory to the dignity of this House that any of its members should bring forward, promote, or advocate in this House any proceeding or measure in which he may have acted or been concerned, for or in consideration of any pecuniary fee or reward."

In moving that resolution, Lord Hotham said : "It appeared to him that the same principle which made it improper for those who had been engaged before a committee of the House of Lords to advocate the same case in the House of Commons, made it equally improper for those who had advised upon a case, or advocated it in court, to again act as advocates in the House of Commons."

Mr. Labouchere—the late Lord Taunton—supported Lord Hotham's motion, saying :

"There was no doubt but that there was a growing belief that legal members of the House might with propriety, after having been more or less concerned professionally in cases, bring them forward in that House. He thought that that ought to be put a complete stop to."

Such was the general argument by which the lay members of the House supported the resolution. But the present head of the judicial bench of England, Lord Cairns (then Solicitor-General) said :

"With a great deal that had fallen from the right honourable gentleman (Mr. Labouchere) he cordially concurred. He had, however, no difficulty in saying on behalf of the Bar, that if any member of that profession had come down to the House and advocated a question with which he had been previously

professionally concerned, and had received his usual fee, such a person would be held by the Bar itself as deserving of the reprobation of the House as well as the reprobation of the public. He (Sir Hugh Cairns) would go further, and say that any member of the Profession who entertained that feeling of honour which he believed was common to the whole body, would at once declare that he could not advocate, or even vote for, any question in that House in which he had been professionally engaged, lest he might—unconsciously, perhaps—be biased by the opinion which he had as an advocate expressed outside of the House."

What are the facts as now admitted by all parties? Sir Henry James moved for and obtained a Select Committee of the House of Commons on the 23rd Feb. last, "To inquire into the circumstances attending the making of contracts for loans with foreign States, &c.," and in his speech he specifically referred to the "Paraguay Loan, No. 2, of £2,000,000," and he observed that "there was some difficulty in discovering who the actual contractor had been." He now admits that on the 15th Feb. 1874, he had received a brief of 205 pages, and accepted a fee thereon of £132, "for recovering a sum in respect of work and labour done in respect to the Paraguay Loan." The details of Sir Henry James's brief can be gathered from the items of his client's bill, which was duly taxed and registered, in May 1874, and some of which appeared as follows in Friday's Times :

"1. Attending at Record and Writ Clerk's Office searching for affidavits filed in Chancery suit, *Republic of Paraguay v. Fleming*, involving same questions as this action; also for cross-examination of George Fleming and Maximo Terrero on affidavits made by them. 2. Instructions for brief—very special—taking evidence of witnesses, conferring with numerous stockbrokers and others as to Stock Exchange meaning of term 'buying back,' taking out quotations of Paraguay Loans of 1871 and 1872 from official lists, perusing regulations of Stock Exchange, £78 15s. 3. Drawing brief (205 pages), £10 5s.; attending Sir Henry James with briefs, 13s. 4d.; paid his fee and clerks thereon, £132 6s.; attending him to appoint consultation, with fee, £2 16s. 2d."

By the same bill of costs it appears that the learned counsel's consultation with the solicitor lasted three hours; that counsel appeared before the Master of the Court of Exchequer, and subsequently before Baron Pigott, when certain motions were made and refused. Then follow these items :

"Attending at court at Guildhall on motions brought on, when the Lord Chief Baron decided to hear same in his private room. Attending with counsel before the Lord Chief Baron when he refused application for a commission to Paraguay. Attending Sir Henry James with additional papers. Attending at court, Guildhall. Cause in paper; when, after several lengthy consultations between counsel and their respective clients, it was ultimately agreed that action be settled on payment of £7000."

He likewise admits that on the 15th Dec. 1874, he appeared as counsel before the Lords Justices. He admitted that the main object of the suit was in relation to the Paraguay Loan, but he said "with the main purpose of the suit I had nothing to do." He intimated that it was a mere interlocutory motion. He added, "That was the only matter in which I was concerned—the only proceeding in which I had to take any share or part." But on the following evening it transpired that he had also been concerned in the Court of Exchequer proceedings early in 1874.

What was this mere "interlocutory motion"? It looks not unlike the turning-point of the case respecting the issue of the £2,000,000 Paraguay Loan. Over and over again, Mr. Ince and Sir Henry James, the two counsel who argued against the promoters, urged on the Lords Justices that unless their clients had the opportunity of publicly examining and cross-examining as hostile witnesses certain persons, whose names Mr. Ince mentioned to the court, there would be an absolute denial of justice. Mr. Ince began by saying (according to the shorthand writer's official report) :—

"The motion is to discharge an order of Vice-Chancellor Hall, by which he declined to allow an issue in that form, either the first or second form which I shall read to your Lordships, to be directed : 'Whether or not the £2,000,000 of the loan No. 2 in the pleadings mentioned, and by the plaintiffs alleged to have been actually subscribed for and issued, were ever, and in what way, so dealt with by the defendants, Robinson, Fleming, and Co., and Don Maximo Terrero, or either of them, so as to reduce the amount thereof upon which commission became payable by the Republic of Paraguay. Whether any and what part of the loan of £2,000,000 was actually and in good faith 'bought back' by the defendants on behalf of the Government of Paraguay.'"

Mr. Ince having mentioned the names of certain

persons who, owing to the order of the Vice-Chancellor, neither he nor his learned friend, Sir Henry James, were to be allowed to cross-examine, went on to argue that the Lords Justices ought to overrule that order, for the purpose of permitting such cross-examination. He added these words:

"The fact of bringing out a loan depends on written documents, and the fact of the commission to be paid for the loan depends on written documents; and the whole question in the cause is Aye or No, did you honestly buy back that loan, or was it, as we say, a mere shuffle? Was the whole loan ever so bought back as that the Paraguayan Government is only entitled to the proceeds of it? That is the only question in dispute between us."

Sir Henry James, Q.C., began his speech in support of Mr. Ince's argument in these words:—"My lords, I will ask permission, considering the importance of the determination of this interlocutory proceeding in favour of my clients, to add a few words to what Mr. Ince has just addressed to you." Having stated that if he were not allowed to cross-examine certain witnesses it would be "an absolute denial of justice," Lord Justice James said, "I do not understand how you can make out there would be an absolute denial of justice." Sir Henry James rejoined:—"In this sense, my lord. The plaintiff will be deprived really of evidence if the application which he made to the court below is not granted to him; and if your Lordship will allow me, I may explain how that is so. He has to call witnesses, but they are witnesses who are as hostile to him, as I can show your Lordship, as the defendants themselves. They are those whose money interests are involved, and who have shared the very result which he is now endeavouring to set aside—who have shared the proceeds of these proceedings which he alleges by his bill. Now, if he goes before an examiner to examine these witnesses he has gone into his enemy's camp, and must treat them as allies. He will not be allowed to ask a single leading question." In concluding, Sir Henry James said:—"I do feel that my clients are having their case almost determined on this motion."

The court, however, refused the motion, with costs against Sir Henry James's clients, on the ground that the Vice-Chancellor was right in precluding Sir Henry James from so cross-examining the witnesses in question.

But that which he failed to accomplish in the courts of equity, which Her Majesty's judges refused, is being accomplished by a committee of the House of Commons. Among the witnesses summoned before the committee are the very persons mentioned by Mr. Ince in the argument before the Lord Chancellor and Lord Justice James.

What has now happened is a novelty in judicial proceedings; for Sir Henry James, by an appeal to the House of Commons, has practically overruled the decision of Lord Cairns and Lord Justice James, and has thus gained the very object of his interlocutory motion.—Yours, &c.,

A MEMBER OF THE BAR.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

LANDLORD AND TENANT—EJECTMENT—UNDERLETTING.—The acceptance of rent with knowledge of a written underletting for a time certain is a waiver *pro tanto* of the breach of covenant not to underlet. The plaintiff let houses and lands to the defendant upon a lease for twenty-one years, containing a covenant that the defendant would not assign, underlet, or permit any person to occupy any part of the premises without the consent of the plaintiff. The defendant underlet part of the premises by written agreement to T. for a year, and the plaintiff having accepted, and also distrained for rent accrued due after the making of the agreement, and with notice thereof, brought ejectment as for a forfeiture upon breach of the covenant not to underlet or permit to occupy: Held, that the breach was not a continuing breach, and a rule to set aside a

verdict entered for the defendant on the ground of waiver discharged: (*Waldron v. Hawkins*, 32 L. T. Rep. N. S. 119. C. P.)

WILL—EXECUTION OF POWER BY—REVOCA-TION—NEW APPOINTMENT.—A., a widow, having power of appointment among her children by deed or will over certain real estate, appointed it to her two children, a son and daughter, in moieties by will. She afterwards executed another will, revoking all former wills made by her (without special reference to the former will and appointment), and devised and bequeathed all her real and personal estate to her daughter absolutely. Her son died in her lifetime, leaving issue one child, a son: Held, that the second will revoked the first, but did not amount to an execution of the power of appointment: (*Harvey v. Harvey*, 32 L. T. Rep. N. S. 141. V.C.M.)

EQUITABLE MORTGAGE—TRADE FIXTURES—BILLS OF SALE ACT (17 & 18 VICT. c. 36).—A mortgage of all a leaseholder's interest in a property itself as distinguished from the fixtures, carries with it also the interest in the fixtures attached to the property, even if placed upon it after the date of the mortgage. The interpretation clause of the Bills of Sale Act (17 & 18 VICT. c. 36) enacts that for the prevention of fraud trade fixtures shall be deemed to be "personal chattels" as far as regards execution creditors, or creditors under a bankruptcy: Held, that they are not thereby made personal chattels for any other purpose. Decree of the Master of the Rolls (founded upon a misapprehension of the facts) reversed: (*Meux and others v. Jacobs*, 32 L. T. Rep. N. S. 171. H. of L.)

AGREEMENT FOR LEASE OF MINES—"USUAL AND CUSTOMARY MINING CLAUSES."—A. and B. entered into an agreement for a lease of certain coal and ironstone mines, situate in the northern district of the county of Stafford. The agreement stipulated (amongst other things) that the lease should contain "all usual and customary mining clauses." The draft lease submitted by A. contained a covenant against alienation, and a proviso for re-entry "if and whenever the lessee should become bankrupt or compound with his creditors or suffered the demised premises to be taken in execution." B. objected to these two clauses being inserted in the lease. On a bill by A. for specific performance, Held, that the clauses in question were not usual or customary mining clauses: (*Hodgkinson v. Croroe*, 32 L. T. Rep. N. S. 144. V.C.B.)

PARTITION SUIT.—In 1864 a partition suit was instituted, and the same year a decree for partition was made and a commission was directed to issue, and any of the parties were to be at liberty, before the commission issued, to carry in proposals for a sale. Proposals for a sale were carried in by the parties entitled to four-sevenths of the estate, and were objected to. Held, that as the decree was made before the Partition Act was passed, the Act did not apply, and that therefore a sale could not be directed against the consent of any party interested: (*Pryor v. Pryor*, 32 L. T. Rep. N. S. 146. V.C.B.)

PARTITION SUIT—IRREGULAR SALE.—On a sale by the court, in a petition suit, one of the conditions of sale provided that if any purchaser should make any objection or requisition which the vendors should be unable or unwilling for reasonable cause to remove or comply with, the vendors should be at liberty, with the leave of the judge, and notwithstanding any intermediate negotiation, or attempt to comply with or remove such objection or requisition, to cancel the contract, which should thereupon be delivered up, and the deposit returned without interest and without costs on either side. The sale was held to be irregular (See *Powell v. Powell*, 31 L. T. Rep. N. S.), and a purchaser thereupon took out a summons to be discharged from his purchase with a return of his deposit, and £4 per cent. interest and his costs. The vendors submitted to the purchaser being discharged, but contended that under the above condition he was only entitled to a return of his deposit without interest and costs. Held, that the condition did not apply, and that the purchaser was entitled to be paid the consols, in which his deposit had been invested, and the dividends which had accrued thereon, and his costs: (*Powell v. Powell*, *ex parte Bevan*, 32 L. T. Rep. N. S. 148. V.C.B.)

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Hythe.....	Saturday, April 17	Robert John Biron, Esq. ...	8 days	W. S. Smith.
Nottingham	Monday, May 31	Richard Wildman, Esq. ...	1 day	Arthur Wells.
Poole .....	.....	Arthur J. H. Collins, Esq. ...	8 days	G. B. Aldridge.
Stamford	Saturday, April 17	The Hon. E. C. Leigh	10 days	John Torkington.
Wigan	Wednesday, April 28	Joseph Catterall, Esq. ....	.....	Thomas Heald.

ELECTION LAW.

THE CORRUPT PRACTICES PREVENTION ACTS.

THE Select Committee appointed by the House of Commons to inquire into the operation of the Acts for the prevention of corrupt practices at elections resumed their investigation on Tuesday morning, the Right Hon. R. Lowe in the chair.

Mr. C. E. Lewis, M.P. and a member of the committee, was the first witness examined. He said: For nearly twelve years I have been engaged actively in the profession of the law in London, and I have always taken the greatest possible interest in elections and election law. Upon the general subject of corrupt practices, I wish to draw the attention of the committee to what I believe to be the manufacture of cause for unseating members of this House. For instance, look at the *St. Ives* case. In that case Mr. Justice Lush made void the election on the ground of general treating, of which he acquitted not only the member, but the agents. The injustice of that case is apparent, and the sitting member, who personally was wholly acquitted by the judge, was ordered to pay the costs of the inquiry. One result of the present system has been to increase the risk upon which hon. members retain their seats, and a tendency on the part of judges not to confine themselves to cases strictly within the law. I have looked through all the books upon election law, and I can find no precedent and no proposition that under the old system any election was void or held to be voidable for general treating with which the candidate or his agent had no concern. I have only one other remark to make in reference to the general subject of voiding elections for corrupt practices, and it is that the law is administered in too technical a manner. I mean by that a judge feels himself compelled to void an election on the simple proof of a single act of treating or bribery, although he may be of opinion that the election has been purely conducted. Of course that is under the law of agency. An election could not be purely conducted if the candidate had done a single act of bribery; but what is called "constructive agency" is allowed to come in, and the election is made void by the single act of an agent, who perhaps has forced himself upon the candidate. I venture to suggest that if the power is to remain in the hands of the judges, they should be entrusted with discretionary powers of not voiding an election upon a mere technicality. They should have the power of maintaining a member in his seat if they are clearly of opinion that, notwithstanding one unfortunate incident, the election was, on the whole, purely conducted.

The Attorney-General: Assuming that direct agency is not established?

Mr. Lewis: The whole question would then arise, what was the sort of agency? If a man puts himself upon me, canvasses with me when I am walking down the streets, takes my arm, goes into two or three houses with me, is then seen in my committee room, and a few days afterwards, without my knowledge, and contrary to the spirit of my whole proceedings, gives a person 5s. for his vote, I do not think I ought to be unseated. In such a case I would suggest that the judge should have a discretion, and should be able to say, "This is a thing wholly foreign to what the candidate intended. It is wholly obnoxious to him, and I decline to unseat him, because I believe that his election was *bona fide* purely conducted." You can only judge of the matter by surrounding circumstances, and I would therefore give the judge a discretion. As to the new mode of trying election petitions, I believe the change was supported at the time the question was debated on four grounds:—first, that it would contribute to greater uniformity of the system; secondly, that it would lessen the expense; thirdly, that there would be greater freedom from party bias; and, fourthly, that by means of local inquiries the truth was more likely to be got at.

Mr. Whitbread: Do you think that greater uniformity has been secured?

Mr. Lewis: No. The Court of Common Pleas has a separate jurisdiction over all Ireland, the Court of Session over Scotland, and the Court of Common Pleas over England. But the decision in the *Galway* case was wholly at variance with that in the *Launceston* case. It is known to every one that Major French was seated by a majority of the Irish Court of Common Pleas for *Galway*, although he only had a wretched minority of votes. In the *Launceston* case the Court of Common Pleas in England unanimously decided that that was bad law, and declined to follow it, so that, according to the side of the Channel on which a case arises, it will be decided in a diametrically opposite manner. I do not (the witness proceeded to say) believe that the expense has been lessened. He added:—With regard to the charge of bias, I think the judges have been singularly unfortunate in having been mixed up with this business, especially those of them who

have been in the House of Commons. I do not know whether I should be justified in saying here what I have said in the House of Commons, but it is a fact that the decisions of one judge at least warrant what I say.

Mr. Lewis, answering further questions, said he did not suggest a return to the old system. But what I do suggest is that these inquiries ought to be held in London, Edinburgh, and Dublin, according to the country in which the constituency is placed; that not one of these petitions ought to be tried except by two judges; and that not one of these personal disqualifications should be allowed, except in certain cases. I do not think at the present time there is sufficient discretion allowed to a judge. The recent Stroud petition was an evidence of that.

By the Chairman: According to the St. Ives case, all a personal enemy to a candidate had to do was to go down to the place of election, open a public-house there, spend a small sum of money in treating voters, and then, although the candidate may be the choice of a large majority of the constituency, he will be unseated?—I think where a candidate puts his hand into his pocket and bribes a voter with half a sovereign, or where distinct treating by the candidate or his agent is proved, he should be unseated, but the present state of things I consider improper. As to expenses of counsel, I would increase the legitimate allowance to them, seeing that you cannot get any counsel to go down into the country to fight a petition for the sum allowed by the taxing master.

Mr. Lewis added that he thought there should be an appeal from the decision of the election judge to a higher tribunal. Under the present system he was afraid that the real sinners got off, while innocent persons have been convicted.

After some further evidence, the committee adjourned.

MARITIME LAW.

MARINE ASSURANCE (FOREIGN COUNTRIES).

The following are the questions concerning the law of foreign countries on the subject of marine insurance submitted by the Board of Trade to France, Germany, Austria, Russia, Sweden and Norway, Denmark, Holland, Belgium, Italy, and the United States:

1. Is it the principle of the law that contract of insurance is a contract of indemnity merely, and is not to be made a source of profit to the assured? If so, how is this principle carried into effect in the following cases?

2. If it is clearly proved that the assured knew at the time he was insuring his property or interest that he was considerably overinsuring it, what effect would this have on the insurance?

3. If no such knowledge as is referred to in the last question can be brought home to the assured, but if in fact the amount insured exceeds the actual loss, does the law prohibit the recovery of the excess?

4. In the case of a policy on a ship where no value is fixed by the policy, what is the value of the ship taken to be for the purpose of estimating the amount for which the underwriters are held; and how is it ascertained, e.g.: Is it her value at the port of departure, and if so, does it include outfit and provisions, and premiums of insurance, and is any deduction made for wear and tear? Or is it her value at the time of loss, or what would have been her value at the port of destination?

5. In the case of a policy on a ship where the value is fixed by agreement and valuation on the policy, can the insured, in case of total loss, actual or constructive, recover from the insurer the amount fixed in the policy, although greater than the actual value of the ship at the time of the commencement of the voyage or at the time of the loss?

6. If not, what steps can the insurer take to open the policy and contest the question of value, where he has reason to believe that the insured value exceeds the actual value, and what amount can the insured recover?

7. If he has the right to open the question of value, are any and what conditions imposed to prevent him from doing so frivolously and vexatiously?

8. In case of partial loss by damage to ship, can the assured recover wages and expenses accruing during the time of stay in port for necessary repairs, are those wages and expenses considered in the light of general average, or in the light of particular average falling only on the ship?

9. Does the law allow the shipowner to insure freight or profits?

10. If so, does it allow him to fix the amount of such freight or profits by agreement and valuation in his policy?

11. Is he allowed to insure the gross freight, i.e., the whole sum paid or to be paid to him for

the use of his ship, or only the net freight, i.e., such proportion of that sum as would remain to him after paying the expenses of the voyage?

12. If gross freight is insured, and the ship is lost on her voyage, can the shipowner recover the gross freight or only the amount he has actually lost? In other words, can he recover the gross freight without first deducting the expenses, such as wages, port dues, &c., &c., subsequent to the loss which he would have had to pay if the voyage had been concluded, but which, in consequence of the loss, he has not had to pay?

13. If he cannot recover the gross freight, what are the steps by which the insured can resist payment, and in what manner is the amount which he is entitled to recover in respect of freight calculated? In other words, what are the deductions to be made from the gross freight in respect of the expenses above mentioned, and how are these expenses ascertained?

14. If freight is prepaid to the shipowners, and the ship is lost before the completion of the voyage, can the merchant recover the freight from the shipowner?

15. In the case of a policy on goods, how is their value estimated when they are not valued in the policy?

16. If valued beyond their real value at the port of shipment or at the port of destination, can the assured recover the excess?

17. If not, by what steps can the insurer resist payment?

18. Is there any implied undertaking on the part of the insured that the ship shall be seaworthy?

19. Does this undertaking apply to time policies as well as to voyage policies?

20. Is it an absolute warranty of seaworthiness, or is only an undertaking that the shipowner and his agents and the master of the ship shall, to the best of their ability, do all they can to make and keep the ship seaworthy?

21. Is this undertaking fulfilled if the ship is seaworthy at the time of first leaving port after the commencement of the policy, or does it extend throughout the whole voyage or period covered by the policy?

22. Does the unseaworthiness of the ship discharge the underwriters from liability in those cases in which the loss was not in any way occasioned by the unseaworthiness?

23. In what manner does deviation from the usual course of the insured voyage affect the liability of the underwriter? Does such deviation discharge the underwriter from liability in all cases or only in those cases in which the deviation may be considered as having increased the risk insured?

24. What is the nature of the tribunal by which questions between insurer and insured are tried? Is it a judge and a jury, or is it simply a judge, or is it a judge or judges assisted by mercantile or nautical assessors? In short, what is the composition of the tribunal, and does it give satisfaction?

ECCLESIASTICAL LAW.

CHESTER CONSISTORY COURT.

Thursday, April 8.

(Before the Rev. Chancellor ESPIN.)

Property in pews.

In regard to St. James's, Toxteth Park, the Registrar of the Court (Mr. Gamon) said that it was proposed to take a faculty giving leave to make the alterations in the church subject to all existing rights. The bulk of the pews being invested in the incumbent, he would surrender them at once.

Boydell (proctor) said he was bound to take the preliminary objection that Mr. Fisher, not having been served with a citation, was not before the court, and a person having, under a faculty or Act of Parliament, a right to pews should, before anything was done, have formal notice of the proceedings taking place and a copy of the citation served upon him. He (Boydell) did not wish to take any captious objection, or to interrupt the business, if he were allowed to appear on behalf of Mr. Fisher, but if not, he (Boydell) objected on behalf of his client to the proceedings.

The CHANCELLOR said the court would not object to Mr. Boydell's appearing.

Boydell then stated that his client prayed that pew 41 might be excluded from the faculty, which was sought for by the incumbent and others. His client, who, with others, claimed under the authority of an Act of Parliament, paid £150 for a pew, and having a good title to it, he could not surrender it unless he had equal rights in the pewed church.

The CHANCELLOR.—Do I understand you that Mr. Fisher keeps his pew?

A gentleman (presumably the incumbent).—No; he never enters it: he never has done for some years.

Boydell.—It is his freehold, and he has a per-

fect and absolute right to it. I submit that the court should not divest him of that.

The CHANCELLOR.—I don't quite understand what he demands. You claim that equal accommodation should be provided for him. Does that mean that he should have a pew in the rearranged church assigned to him as absolutely as the pew is in the present church?

Boydell.—It does; but that is merely by way of compromise. What he prays is that from whatever faculty you may grant, his pew should be excluded.

The REGISTRAR said the faculty would be granted subject to existing rights under the local Act.

Boydell then asked for costs on the part of Mr. Cade, he having been obliged to appear and substantiate his rights.

The CHANCELLOR then said that this case was sufficiently before the court, who had no power to override the rights conferred by an Act of Parliament, as he distinctly stated on the last occasion. The rights conferred upon pewholders of St. James's, Toxteth Park, were rights conferred by the Legislature, and neither that court nor any other, save Parliament, could take them away. At the same time, inasmuch as the case presented circumstances of great interest, and inasmuch as the application of the incumbent and churchwardens was of such a character that it ought to commend itself to the kindly consideration of all churchmen, he (the Chancellor) hoped that the private rights would have been surrendered, as the bulk of the private rights had been, not merely upon equitable terms but upon favourable terms, inasmuch as the improvements proposed by the faculty would be of very great public benefit, and to the advantage of the church. The court decreed a faculty, as prayed for by the incumbent, reserving all rights to Mr. Fisher and others, for whom Mr. Boydell appeared. There would be no order as to costs.

Houghton appeared in the same case for Mr. Shaw Clare.

Boydell gave notice of appeal as to costs.

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Wednesday, March 24.

(Before H. W. COLE, Q.C., Judge.)

SHAW v. TAYLOR.

County Court agents.

Duke made an application to his Honour on behalf of the defendant to set aside judgment obtained against him on the 16th Feb.

The application was made on the grounds, first, that the defendant had no opportunity of defending himself against the plaintiff's claim, the summons never having been properly served; secondly, that the defendant was not indebted to the plaintiff in the amount claimed or any part thereof, he having paid the plaintiff's claim before the action was brought; and thirdly, that the judgment was improperly obtained by the connivance of one Henry Bowen, of 27, Bennett's Hill, Birmingham, debt collector, wrongfully acting as agent for the plaintiff. Notice had been given to Mr. Bowen of the application, but he did not appear.

Duke said the amount in dispute was very trifling, but the case involved a principle of considerable importance affecting the practice of the court and the interests of the legal profession. He read, in support of the application, affidavits which had been sworn by the defendant, his wife, and by Mr. R. J. Barr, solicitor's clerk. The affidavit of defendant's wife, which was the most important, was to the effect that on the 5th Oct. last year, a collector employed by Henry Bowen, called on her, and handed her a circular applying for payment of 3s. 9d., a debt owing by her husband to the plaintiff, and 1s. costs. He said that if she paid only a part of it no proceedings would be taken in the County Court. She paid the man 1s. 6d., for which, after much pressure, and her refusing to allow him to leave the house till he did so, he gave her a receipt on the back of a business card containing Bowen's address. The man said she must pay the remainder of the money at Mr. Bowen's office. About a week afterwards defendant's wife went to the office and handed to a boy who was there 2s. 6d., with the circular and card, at the same time demanding a receipt. The boy took the same into an inner office, and on returning in a few minutes demanded another shilling for expenses. As he refused to give a receipt without the shilling, she gave it him, after receiving the receipt. About two months ago a person called upon defendant's wife again, saying he had been sent by the plaintiff to know if she had paid the money owing, and she said she had done so to Mr. Bowen. In consequence of this enquiry she went to Mr. Bowen, and asked why she had been again applied to for payment of the debt, producing the receipt. He took the receipt, and muttered something about its not having been

paid there, and said he should require 1s. more. Defendant's wife said she had paid all that was due, and asked for the receipt to be returned. Bowen pressed her to leave it with him, but she refused to do so, and after asking him several times for it, and waiting about ten minutes, he gave it to her again. No summons had been served at her house. Her husband was away all day, but she was at the house unless it was locked up. Mr. Barr's affidavit proved the dates of the proceedings, and deposed to a number of facts respecting Bowen's acting as agent in various actions, and which he Duke submitted was in contravention of the 36th section of the Attorneys and Solicitors Act. That section was as follows: "And be it enacted that in case any person shall commence or defend any action or sue out any writ, process, or summons, or carry on any proceedings in the court, commonly called the County Court, holden in any county in that part of Great Britain known as England and Wales, and is or shall not himself be plaintiff or defendant in such proceedings respectively, such person shall and is hereby made incapable of maintaining or prosecuting any action or suit in any court of law or equity for any fee, reward, or disbursement on account of prosecuting and carrying on or defending any such action, suit, or proceeding, or otherwise in relation thereto, such offence shall be deemed a contempt of the court in which such suit, action, or proceeding shall have been prosecuted, and shall and may be punished accordingly."

It appeared that there had been some oversight regarding the service of the summons, and his Honour said he would set aside the judgment and order a new trial, when on proof of the payment of the money as now sworn, the plaint could be dismissed with costs.

Duke asked his Honour to deal also with the contempt of court, which he contended had been committed by Bowen.

His Honour said that "agents" were recognised in the rules and forms of the court. As Mr. Duke was aware, no attorney's fee was allowed where the debt was under £5, and it was in contemplation that a person should receive assistance from some kind of agent in small cases such as the present in which it would not be practicable to employ a solicitor. He understood that there were a great number of persons who practised as agents and debt collectors in the town who were men of great respectability, and really these small cases, in which only a few shillings were involved, could never be got through if all the persons for whom the money was claimed had to appear themselves, without the assistance of some one who understood the matter. It was impossible to say that the system should be stopped, because it would stop the business of the court.

Duke said he had been pressed to bring the matter under his Honour's attention by the gentlemen sitting around the table. The Attorneys' Act was passed for the protection of the profession, and for the prevention of unqualified persons coming and doing qualified persons' work. The section to which he had called attention was most explicit, whether the debt was a penny or a pound, and the person infringing it was said to be guilty of contempt of court.

His Honour asked what punishment Mr. Duke wished should be inflicted.

Duke thought his Honour might remedy the evil complained of without punishment, by directing the registrar that agents should not be permitted to institute proceedings or conduct them in the name of other persons.

His Honour again pointed out that the forms of the court issued by authority recognised "agents" for certain purposes; for instance, when money had been paid into court a notice was sent to the plaintiff that it would be paid to him or his agent upon application.

Duke contended that the forms and orders could not override the Act of Parliament, and that the agency contemplated in the case to which his Honour called attention was the wife, son, and daughter, or some person permanently employed by the plaintiff, and not an "agent" in a professional sense. As a practitioner of his Honour's court, he asked that the matter should be carefully considered, and that the interests of the branch of the profession to which he belonged should be protected from encroachments made upon them by some men who were very disreputable, and by some whom he admitted were very respectable. Some men, very disreputable men, brought the court into disgrace, and subjected himself and others to a great deal of odium for practising in it. He called his Honour's attention to a case reported in the LAW TIMES of the 13th of March, in which the Judge of the Chester County Court had decided to put a stop to these proceedings.

His Honour said he understood that there had been as many as 150 of these small-debt cases before the court in a day, and if he put a stop to the system which Mr. Duke complained of, how could they get through the work?

Parry (*amicus curiæ*) said that the solicitors would do the work for considerably less than the usual charge.

His Honour: I thought 6s. 8d. was the lawyer's fee.

Parry: We don't always get that.

After some further discussion, his Honour said that the question which had been submitted to him was not a new one, but he had had to consider it before, and curiously enough in a case relating to the very same Mr. Bowen, of whom so much complaint was made on the present occasion. He brought an action against a Mr. Jones and a Mr. Ellis, to recover from them sums which he alleged to be due for services as their agent in reference to proceedings in that court. He then ruled under the Attorneys and Solicitors' Act that the plaintiff could not recover, though the County Court rules contemplated and sanctioned proceedings for certain purposes by a person who was merely an agent and not an attorney. He should continue to hold that opinion as long as the section of the Attorneys and Solicitors' Act, to which attention had been called, remained the law of the land. He did not think it necessary to give any special directions, because it was clear to him that it was not in contemplation by the Legislature that attorneys or solicitors would be employed in cases of debts under £5. If uneducated and uninstructed persons had to come to a large County Court like that in a body it would be impossible to deal with them; and as the forms of the court contemplated that for certain purposes a person might sign or act as agent, though he could not recover for his services, he (the Judge) did not feel at liberty to give any direction of a contrary character.

BANKRUPTCY LAW.

EXETER COUNTY COURT.

Thursday, April 8;

(Before M. FORTESQUE, Esq., Judge.)

Re HELLIER (A BANKRUPT).

Power of court to set aside pay of a high bailiff, a bankrupt.

THE bankrupt passed his examination at the last court, and was granted his discharge. The liabilities in the case amounted to about £400, and the assets to £12.

Hirtzel, solicitor, now applied that a portion of the bankrupt's salary and emoluments as High Bailiff of the Axminster County Court, might be set aside for the benefit of the creditors. He said he made his application under the 89th and 90th sections of the Bankruptcy Act of 1869. The former section provided "that where the bankrupt is or has been an officer of the army or navy, or an officer, clerk or otherwise employed or engaged in the civil service of the Crown," &c.

His Honour.—Is the bankrupt engaged in the civil service of the Crown?

Hirtzel said he was prepared to argue that he was. Evidently the section was meant to include all officers of the Crown, whether military or civil, and he took it that "civil" was in opposition to "naval and military." He submitted that in any position in which a man was employed, if he was not a naval or military servant, he would be a civil servant of the Crown.

His Honour said he was inclined to think that no County Court officers were servants of the Crown. Their salaries, he believed, were paid out of a consolidated fund, arising from fees, and so forth.

Hirtzel.—They are officers of the court.

His Honour.—Yes, but not of the Crown.

Hirtzel.—The court represents the Crown, surely.

His Honour said he was sorry to say that was not so. As far as the high bailiff was concerned he was appointed by the judge, though he could not be removed without the assent of the Lord Chancellor.

Hirtzel said he also relied upon the words of the 90th section.

His Honour believed that section related to pensions. He was sorry to say that there had been a great omission in the Act relating to the salaries of the officers of the court; for he was afraid that neither the registrar nor the high bailiff got any pension.

Hirtzel said although that might be true they were at liberty to pursue other callings.

In answer to the judge, Mr. Andrew (high bailiff of the court), stated that the high bailiff received one-third of the registrar's salary, which entirely depended on the number of plaints issued during the quarter.

His Honour.—But the registrar receives a portion in salary?

The Registrar.—No sir, none whatever.

His Honour said it was evident from this that high bailiffs of County Courts received no fixed salaries, and, unless it was shown that the bank-

rupt was in receipt of a fixed salary, he was afraid he could not act upon it. If a man was making a great deal of money, he thought it right that he should pay something, but from what he had heard he was afraid the bankrupt would be unable to pay a great deal, having seven or eight children to maintain. Under the circumstances he was powerless to do anything against him.

Hirtzel thought it possible, if his Honour decided in that way, that the opinion of the court above would be taken on the subject. That being so, would his Honour make an order, upon which they might appeal?

The Registrar said that independent of the law, it was discretionary with the judge whether he made an order or not.

His Honour said there were certain reasons why he would rather not do it. In the first place, such things very often put people to great expense, and in the second place, he did not believe the court above would allow it if he did. Independent of this, the money could only be applied with the sanction of the department from whence the salary came, and no such sanction had been given. Under the circumstances, therefore, he did not think it would be right or just in the present case, because it would inflict a penalty on the man which he could not set right again, and, if he were put to great expense, it would utterly ruin him.

Floud, solicitor, appeared for the bankrupt.

LEGAL NEWS.

IMPORTANT NOTICE.—If the gentleman who took the law into his own hands, last week, doesn't immediately drop it, he will be at once proceeded against.—*Fun.*

NORWICH ELECTION PETITION.—The Conservatives have retained Mr. Hardinge Giffard, Q.C., to conduct the case of the petitioner. The Liberals have commenced a subscription for the purpose of defraying Mr. Tillet's expenses.

At the Clerkenwell Police-court, Mr. Cooke, the magistrate, fined a hansom cabman £3 12s. for wilfully knocking down a man who was walking in the road at Pentonville, and then telling him it would have served him right if he had been killed.

A ROYAL order dated the 31st March is published in the *Gazette* declaring that the brothers and sisters of the present Lord St. Leonards shall enjoy the same title and precedence as if their late father, the Hon. Henry Sugden, had survived his father, the late Lord St. Leonards.

A BILL has been printed which the Duke of St. Albans has introduced in the House of Lords "to amend the law relating to musical and other entertainments in the metropolis and neighbourhood." It proposes to repeal the Act 25 Geo. 2, c. 36, by which places kept for "public dancing, music or other public entertainment," are prohibited from opening before five o'clock p.m., and to give power to the licensing justices to fix the time of opening.

LADY LAWYERS.—The London correspondent of the *Liverpool Post* says: "Some time ago four ladies who passed the London University Examination for Women, entered themselves in the chambers of well-known barristers for the purpose of studying law. It was said at the time that their labours would be fruitless. It seems, however, that the ladies are likely, as the result of their studies, to obtain profitable employment. One of them, whose term of study is closed, has been engaged by a firm of solicitors as a "consulting counsel," and is at once to receive a salary larger than the income enjoyed by scores of barristers who have been in practice for years."

THE following suggests that the Irish judges are less disposed than some of their English brethren of the Bench to an excessive use of the power of commitment for contempt of court. During the trial of a breach of promise of marriage case at the Cork assizes, before Mr. Justice Lawton, the following little scene was enacted:—Counsel: Was it before you introduced the punch you asked him would he marry her?—Witness: Speak plainly to me, and don't be going round the world for sport in that way. (Laughter.)—His Lordship directed the witness to answer the questions, and not address counsel in that way.—Counsel: I will speak more plainly. Where is that house of yours?—Witness: It is down in Marlborough-street.—Counsel: Is it in existence, and was it ever burned?—Witness: Well, it was burned.—Counsel: Was your unhappy wife convicted and sentenced to penal servitude for setting fire to it?—Witness: If you ask me about my wife again in that way, I will go over and kick you, sir.—(Sensation in court.)—His Lordship said he would commit prisoner for contempt of court. He used threatening language in the public court to counsel, and if he repeated it would commit him for contempt. He should conduct himself there, and answer the questions put to him.

It is not intended to fill up the place of Solicitor to the Admiralty at present.

A DEARTH OF LAWYERS.—The Aberdeen Court of Justiciary was held on Monday, when a singular circumstance occurred. No counsel were present, and, by direction of Lord Young, Sheriff Thomson and Sheriff Wilson took their seats at the Bar, and discharged the duties of advocates. It is fifty or sixty years since a justiciary court in Aberdeen was unattended by counsel, and on that occasion the precedent was for the first time set of a prisoner being defended by a sheriff within the county in which he had jurisdiction as a judge.

THE VERDICTS OF JURIES.—In an action for compensation brought at the Liverpool Assizes, against the Lancashire and Yorkshire Railway Company, it came out that the sum (£130) awarded by the jury had been arrived at by striking the average of the respective amounts jotted down by each juror. The judge condemned this mode of reaching a "true and just" verdict, remarking that he had not seen it resorted to before in Liverpool, although often in Manchester.

CAMBRIDGESHIRE SESSIONS.—At the County Quarter Sessions there was a debate respecting the vacant post of chairman. The Earl of Hardwicke was proposed for the office, to which an amendment was moved requesting the present vice-chairmen, Messrs. Hicks and Sparling to continue their services for the future as joint chairmen. On a division the numbers (seventeen) were equal, and the Lord Lieutenant, who presided, declined to give a casting vote.

An extraordinary action for slander was tried at the Kingston Assizes before the Lord Chief Justice. The plaintiff, Mr. Bussell, an attorney's clerk, who had filled several public offices in Kingston, complained that for several years he had been annoyed by the defendant, Mr. Gould, who is a borough magistrate. The slander in question was spoken last year at the court for revising the burgess list. There had been a previous action between the parties, which was settled, and on this occasion the jury gave the plaintiff a verdict for £800 damages.

THE WAGER OF BATTLE.—We learnt on Wednesday of the death, at Erdington, of an aged lady, whose history recalls reminiscences of a famous trial. The deceased was Mrs. Lovett, sister to the Mary Ashford who, in 1817, was murdered at Sutton Coldfield. At the trial of the culprit he asserted his right to "the wager of battle," which he was entitled to do under an old law then not repealed. The claim was allowed, and a contest was to take place between the accused and the accuser, who was the girl's brother. The latter, however, declined the contest, and the murderer was set free. England was becoming wiser in those days, and the absurdity of a statute which allowed a murderer to escape was so apparent in this instance that "the wager of battle" was abolished.—*Daily Mail*.

SWALLOWING A WRIT.—In Manning and Bray's History of Surrey we find the following strange story, with a voucher for its truth. In Newington church is buried Mr. Serjeant Davy, who died in 1780. He was originally a chemist at Exeter; and a sheriff's officer coming to serve on him a process from the Court of Common Pleas, he civilly asked him to drink. While the man was drinking Davy contrived to heat a poker, and then told the bailiff that if he did not eat the writ, which was of sheepskin, and as good as mutton, he should swallow the poker. The man preferred the parchment, but the Court of Common Pleas, not then accustomed to Mr. Davy's jokes, sent for him to Westminster Hall, and for contempt of their process committed him to the Fleet prison. From this circumstance, and some unfortunate man whom he met there, he acquired a taste for the law. On his discharge he applied himself to the study of it in earnest, was called to the Bar, made a serjeant, and was for a long time in good practice.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

SEARCHES, INQUIRIES, AND NOTICES.—In your number for March 27, page 373, in one of these admirable articles "Searches, Inquiries, and Notices," I read as follows: "During the coverture the husband can dispose of the wife's leaseholds without her consent whether they be in possession or reversion," and in your number for April 10, page 409, in one of the same articles, I read as follows: "Until the year 1858, the reversionary interest of a married woman in personal property . . . could not be disposed of by her husband . . . so as to prevent her from setting up a claim to a settlement when the reversion fell into possession." Of course to those properly acquainted with the subject, the last statement

is known to refer only to "chattels personal," and not to leaseholds, otherwise called "chattels real," but I believe that the manner in which the subject is sometimes treated is likely to mislead, and sometimes does mislead, young law students. Thus Malins' Act enabled a married woman to dispose of certain reversionary interests in personal estate, leaving it to be inferred that before that Act the reversionary leasehold estate of a married woman could not be disposed of, which is not the case. A CONSTANT SUBSCRIBER.

DEBTOR AND CREDITOR.—There is going the rounds of the papers an account of a breach of promise case instituted in the American courts against Mr. H. J. Montague by Miss Rose Massey, wherein it is stated that the defendant was arrested and has had to give bonds to answer the damages to be recovered. We in England must be dreadfully asleep to allow the American legislature to provide efficacious remedies, whilst in England every loophole is given to debtors to avoid payment of their just debts. Mr. H. J. Montague could certainly have been arrested here by a writ of capias, but not to satisfy the damages, but merely to prevent his leaving this country without leave of the court. Too much liberty is given to debtors; they laugh at their creditors, file petitions for liquidation, get friendly accountants appointed receivers, and get their discharge for next to nothing in the pound. If creditors would attend meetings of creditors themselves, or instruct their solicitors to do so, instead of giving proxies to accountants, who do nothing but fight for trusteeships, things would be different. Creditors too readily give their proxies to gentlemen who have nothing to recommend themselves with beyond boundless impudence and audacity, and who are so conscientious that when they cannot get appointed themselves, object to others being appointed, and eventually rob a small estate by three of these rapacious wolves being appointed. In small estates, whilst the solicitor's charges are reduced by three-fifths, the accountant gets his full charges for everything he does. Some people are under the impression that nobody besides lawyers can charge for attendances; but they are mistaken, the accountant charges for going to swear affidavits, going to see his solicitor; if anyone call upon him at his office relating to the estate, he charges for the time it occupies in speaking to the creditor or other person; but all this is done, not by charging an orthodox 3s. 4d., 6s. 8d., or 13s. 4d., but so much per hour. Fancy an item: "Time going to solicitor and before commissioner being sworn to affidavit that I would accept office of trustee, 1s. 8d." K. K.

THE STAMP AND ATTORNEYS' ACTS AND UNAUTHORISED PERSONS PREPARING LEASES.—This advertisement is extracted from the *Times*. Is it not encouraging piracy on the Profession, or am I wrong in supposing that "drafting a lease" is the same as "preparing" one? That the "reward" is in the form of an annual salary surely cannot be sufficient to avoid the Act.

F. I. K.

A GENTLEMAN IS REQUIRED, in the offices of the Association of Land Financiers, to superintend the letting of their own houses and premises only. He must be competent to select proper tenants and have a knowledge of the drafting of agreements and leases, and must also possess a general acquaintance with the laws of landlord and tenant.—A married man, age 30 to 40, who has been in some leading firm of auctioneers' offices in town or country (or in a country solicitor's office), and who writes a good hand, would be preferred. He will have a house rent free, with a salary of £120 for the first year, to increase to £150 the second year, if he be found competent to fulfil his duties with energy, ability, and integrity. It is particularly requested that no one who cannot strictly satisfy these requirements will apply. Apply, by letter only, to the Directors, No. 7, Whitehall-place, S.W.

[None but a solicitor can fill this office without contravening the laws referred to.—ED. SOLS. DEPT.]

SOLICITORS GOING TO THE BAR.—I shall be obliged if you will kindly answer the following questions: I am an articulated clerk, and am bound for a year and a half more under my articles. I am thinking of going to the Bar, and wish to know if I could, although an articulated clerk, eat my dinners at the Temple. I intend passing my final examination, and having done so, I shall then make up my mind whether I go to the Bar or practise as a solicitor. My terms for the Bar, as well as the time under my articles, would be running out at the same time. Would this in any way invalidate my articles? I should be glad to know if I should have to pass a preliminary examination for the Bar, and the amount of the fee payable on being registered. GLAUCUS.

[Your articles would not be affected by your keeping terms as a student of an inn of court if the solicitor to whom you are articulated, consented, but before admission as such student you have to make a declaration that you are not a solicitor or an articulated clerk. See the seventh consolidated

regulation of the Inns of Court adopted in Michaelmas Term 1872. You have to pass a preliminary examination before admission as a student of an inn, although you have passed one before being articulated, but see regulation 2 as to power of dispensing with this. The first thing is to cancel your articles of clerkship. As to fees, see an article in this issue, under "Solicitor's Journal."—ED. SOLS. DEPT.]

FORFEITURE AND WAIVER.—Your observations in the LAW TIMES of the 3rd inst., p. 357, on the case of *Waldron v. Hawkins* has brought to my mind a distinction in the law of waiver between landlord and tenant, worth notice, and which I should be glad to see discussed. I can thoroughly understand the principle on which it has been so often decided that acceptance of rent is a waiver of the landlord's right of re-entry under the usual clause for breach of covenants, because he cannot proceed thereon for a trespass and forfeiture when at the same time he acknowledges a tenancy by receiving rent due since the breach, being inconsistent, unless otherwise provided for in the lease, as some few leases do. But on the other hand, if the action for breach of covenant is merely for damages, and not for forfeiture, I cannot understand how such a rule of waiver can apply without the greatest injustice and absurdity. For instance, we will suppose a tenant to have committed a breach of covenant where the rent and damages are very considerable, and if the landlord was prevented proceeding for rent as well as damages he might stand a chance of losing both, for the tenant, finding himself mulct heavily for damages, might move off, and the landlord lose both rent and damages; whereas in proceedings for re-entry, the landlord might get an equivalent, particularly in agricultural cases, where the landlord would obtain the benefit of the growing crops, &c., more than sufficient to pay the rent. I cannot at present find any cases, except in proceedings for forfeiture, but I think I have seen one in point, and should be glad if you or any of your readers can enlighten me thereon.—W.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits. N.B.—None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

143. TENANT'S LIABILITY TO UNPAID RATES AND TAXES.—Can the tenant of a house be made to pay rates or taxes payable before his tenancy commenced, and left unpaid? I am informed that this was formerly the case, but that a recent statute relieved the tenant from the liability. ENQUIRER.

149. CLERKS' LIABILITY.—Are articulated clerks liable to any penalty for doing work pertaining to the duties of a solicitor, such as drawing mortgages, &c.

ARTICLED CLERK.

[Not if done gratuitously, but if for reward, most certainly.—ED. SOLS. DEPT.]

150. WITNESSES TO INDENTURE OF APPRENTICESHIP.—There is an old idea that an indenture of apprenticeship requires two witnesses, but where to find the authority I am at a loss. It is possibly in some of the old acts in the schedule to the Master and Servants Act, but I have looked through Chitty's Statutes without result. All the common indentures sold by the stationers here have "signed before us" printed. Is there any old common law rule, or any report on the subject? S.

151. ARTICLES OF ASSOCIATION.—I should be greatly obliged by your informing me whether a Cambridge local examination certificate (junior's), dated 1883, would obviate the necessity of my passing the preliminary examination previously to being articulated. I believe a senior's certificate would answer the purpose, but am in doubt about the sufficiency of a junior. I should also be glad to know whether to be articulated for three years instead of five, it is essential that one should have been employed for ten years as a managing clerk in a solicitor's office, or is service in any capacity therein, other than errand boy, effectual? I have been in the law seven years, as conveyancing and shorthand clerk.

L. ALLAN.

[Ten years as a managing clerk. Your certificate will not avail you. See sects. 5 and 8 of 23 & 24 Vict. c. 127, and the judges' orders made thereunder.—ED. SOLS. DEPT.]

152. DEED OF SEPARATION—CONVEYANCE BY WIFE.—By a deed of separation between A. and his wife, B. covenants with a trustee that all real property of or to which the wife then was, or she and A. in her right should thereafter during their joint lives become entitled, should be held by the wife for her separate use, and might be sold or devised by the wife without any interference or control by A., as fully and effectually, and in like manner in all respects, as if A. were then dead. A. and his wife still live separate, and the wife wishes to convey her real property. Is it necessary for A., the husband, to join in the deed of conveyance, and for it to be acknowledged by the wife, or can the wife convey, as if she were a widow or *feme sole*? References to cases or authorities will oblige. C.

153. REVISED STATUTE.—Can any of your readers inform me whether the Revised Statutes have been published, and to what date? **LEX.**
[Yes; up to 1831. A Chronological Table and Index of Statutes up to 1874 has also been published.—Ed.]

Answers.

(Q. 133.) BEQUEST.—This legatee cannot claim to have the deficiency made up out of the testator's general estate: (*Ashton v. Ashton*, 3 P. Wms. 385). **J. M.**

(Q. 134.) ACKNOWLEDGMENT OF DEED.—The legal estate can only be conveyed with the formalities required by the Act. But the married woman may alone convey the equitable estate by deed unacknowledged: (*Taylor v. Meads*, 34 L. J. 203, Ch.). **J. M.**

(Q. 146.) CASE WANTED.—The case sought for was that of *Gubbins v. Muckleston*, the defendant being the Rector of Haseley, near Warwick. The defendant was sued for 3s., for the washing of two surplices, which he declined to pay, on principle, on the ground that there was a parish charity of £7 10s. to pay for surplice washing and other expenses, and for many years the washing thereof had been paid for out of that charity. The case was heard before Mr. R. Harrington, Judge, at the Warwick County Court, on the 23rd March last, and a verdict was given for the defendant. I am not aware of any other case on the subject. I myself was present during the trial. **F. A. M.**

(Q. 147.) MINUTE BOOK—EVIDENCE.—In answer to "Subscriber," I think the entry in the minute book should be stamped according to the scale in the Stamp Act of 1870 (and see special regulations in that Act, sect. 29, &c.), under the heading of "Admission and Appointment by Writing." Of course, if the entry is liable to stamp duty, it could not be received in evidence without being stamped, or the duty and penalty tendered in court. Certainly oral evidence would be inadmissible to vary a written contract. **NUNCUPATIVE.**

Replications.

(Q. 126.) LAPSE—RESIDUARY LEGATEE.—The rule in this case is very clearly stated by Sir T. Plumer in *Strymsher v. Northcote* (1 Swanst. 570), as follows: "In the instance of a residue given in moieties to hold that one moiety lapsing shall accrue to the other would be to hold that a gift of a moiety shall eventually carry the whole." This was not a case of lapse but of residue undisposed of in consequence of a revocation by codicil. The same rule was, however, followed in *Lloyd v. Lloyd* (4 Beav. 231) and *Green v. Pertwell* (5 Hare, 249), both being cases of lapse. See also *Barber v. Barber* (3 My. & Cr.), *Harris v. Davis* (1 Coll. 416), and *Lightfoot v. Bursall* (1 H. & M. 546), and *Humble v. Shore* (ib. 550A). In the two last cases the use, as to a particular share, of the words "shall sink into the residue of my personal estate, and be disposed of accordingly," did not prevent a part of the residue from being undisposed of. Williams on Executors and Jarman on Wills may also be usefully referred to, and the result, as before stated, is that the lapsed share of the daughter of Y. is undisposed of, and belongs as to such part as has arisen from real estate to the heir-at-law, and as to such part as has arisen from personal estate to the next of kin of the testator. **S. B. E.**

—The best authority I can find upon this question is Lord Cottenham's judgment on appeal, in *Barber v. Barber* (3 My. & Cr. 668), which will, I think, be sufficiently satisfactory for the gentleman who writes under this heading in the *LAW TIMES* of the 10th inst. "S. B. E." has not supplied me with his promised authorities, but he will see that I have reconsidered my opinion, and am prepared to agree with him and "G. R. P." My comments upon their reply were the result of an erroneous view of the case, and are, of course, withdrawn. **J. M.**

(Q. 129.) VENDORS' AND PURCHASERS' ACT.—I observe the letter of Mr. George Curry in your publication of 27th March last, as to this Act not being retrospective. I was concerned in a case in which the same question arose, and not being satisfied with the wording of the Act, took the opinion of counsel, who advised that sect. 4 of the Act was retrospective in its operation, so that the two opinions appear to be diametrically opposite. Will your readers favour me with an opinion on this important question? **JAS. WILLIAMS.**

LAW SOCIETIES.

THE MANCHESTER INCORPORATED LAW ASSOCIATION.

The annual banquet of the Manchester Incorporated Law Association was held on the 9th inst. at the Albion Hotel Piccadilly. Mr. J. Ponsonby, the president of the association, occupied the chair, and amongst those present were the Mayor of Salford (Mr. Alderman Harwood), the Chancellor of the Diocese of Manchester (Mr. R. C. Christie), the Principal of the Owens College (Professor Greenwood), Mr. Thomas Diggles, vice-president; Messrs. J. P. Aston, Charles Aston, Edwin Almond, James Bond, James Booth, Richard Brown (Stockport), Thomas Clave, John Cooper, H. Stanley Cooper, William Dowling (Bolton), Joseph Ellis, T. L. Farrar, James Greenhalgh (Bolton), James Gill, W. H. Guest, James Hall, James Heelis, C. H. Hinde, Charles Heywood, Frederick Huxley, Charles Kearsley, Alfred Leaf, F. J. Marlow, J. W. Mellor (Oldham), J. F. Milne, R. Radford, J. Sudlow, P. Watson (Bury), E. R. Walker, G. F. Wharton, G. B. Withington, M. Bateson Wood, Percy Woolley, and S. Unwin (hon. secretary).

The Chairman proposed the usual loyal toasts, which were enthusiastically responded to. The toast of the "Army, Navy, and Reserve Forces," was responded to by Major Kearsley, of the 2nd Manchester Rifle Volunteers.

Principal Greenwood, of Owen's College, in proposing "The Manchester Law Incorporated Association," said he thought the value of the advantages society derived from the law association and the members of the legal profession were small in comparison with the intellectual obligations which the law conferred upon the community. He did not hesitate to say that the very important results they had been able to attain in the law department of Owen's College would not have been attained if it had not been for the hearty sympathy and zealous support which they had received from the Manchester Law Association (cheers). It was the most earnest wish of the college to place upon a permanent footing the provisional arrangements which the association had been enabled to make. The late Legal Professor (Professor Bryce) having been compelled to resign, hoped to be enabled to bring to Manchester a man of adequate learning, who should be a permanent representative of the technical aspects of the law. (Hear.) He should ever feel grateful to the lawyers of Manchester, for—associated as he had been for the last twenty-five years with them, in a not inactive history—he could say that he and the college owed very much indeed to their able services. (Cheers.)

Mr. Diggles responded to the toast.

Mr. R. Radford proposed "The Health of the Mayors of Manchester and Salford."

The Mayor of Salford (Mr. Alderman Harwood) responded.

Mr. M. B. Wood proposed "The Lord Chancellor and the Judges, including the local Judges," which was responded to by Mr. Chancellor Christie.

Other toasts followed.

THE LEGAL PRACTITIONERS' SOCIETY.

An adjourned meeting of the Parliamentary Committee of this society was held at the chambers of Mr. W. T. Charley, D.C.L., M.P., on Thursday, the 8th of April, at three o'clock, Mr. E. Lowe in the chair.

The minutes of the last meeting were read by Mr. Charles Ford (the hon. secretary), and confirmed.

The clause providing a penalty of £10 on the preparation of conveyancing and other documents by unauthorised persons, as framed at the last meeting, was finally agreed to in these terms:

"Any person, who not being a qualified practitioner, either directly or indirectly for or in expectation of any fee, gain, or reward, draws or prepares any instrument shall forfeit and pay the sum of £10, to be recovered, with full costs of suit, by action brought by any qualified practitioner in any County Court within the jurisdiction of which the cause of action shall have arisen, and such penalty shall upon receipt be paid over to the Receiver-General of Her Majesty's Inland Revenue. And in any such action it shall not be necessary for the plaintiff to show that the defendant has received any fee, gain, or reward specifically for the drawing or preparation of any such instrument, and he shall only be required to show that the defendant has received a fee, gain, or reward for the business or transaction in respect of or in regard to which he has directly or indirectly drawn or prepared such instrument. Provided always that this section does not extend to:

"(1.) Any public officer drawing or preparing any instrument in the course of his duty.

"(2.) Any person employed merely to engross any instrument.

"(3.) Any banker or broker preparing any instrument relating to stock or shares.

For the purposes of this section: (1.) 'Qualified practitioner' means and includes any serjeant-at-law, barrister, certificated attorney or solicitor, proctor, notary public, certificated conveyancer, special pleader, and equity draughtsman. (2.) 'Instrument' means and includes every written document relating to real or personal estate, or to any proceedings in law or equity, but does not include wills or other testamentary instruments, letters or powers of attorney, or agreements under hand only. (3.) 'Person' includes company, corporation, and society."

The honorary secretary was requested to forward a copy to the *LAW TIMES* with a view to inviting criticisms on its terms.

Mr. Griffith then proposed that the following clause be introduced in the society's Bill, giving to counsel a right to recover their fees in an action of contract creating a corresponding liability for the negligent discharge of professional duties:

"Every person who has been called to the degree of barrister, or to that of certificated special pleader, or to that of certificated conveyancer, by the Honourable Society of Lincoln's-inn,

by the Honourable Society of Gray's-inn, by the Honourable Society of the Inner Temple, or by the Honourable Society of the Middle Temple, shall be entitled, according to his qualification or qualifications, to demand and recover in any court of law, with full costs of suit, reasonable charges for professional aid and advice in non-contentious matters, and for professional aid, advice, and advocacy in actions, suits, and other contentious proceedings, and the costs of all deeds, writings, and other documents supplied by him to his clients. Provided also always that if owing to the negligence of such barrister, special pleader, or conveyancer no benefit has accrued to the client, the said negligence shall be a good defence to the said right of suit given by this section. And that if owing to the want of reasonable care and skill on the part of such barrister, special pleader, or conveyancer, loss instead of benefit shall have resulted to the client, the client shall have an action for damages against such barrister, special pleader or conveyancer. The word client shall include professional and non-professional words."

A long discussion ensued, the general impression being that the matter was not ripe for legislation, Mr. Ford suggesting that the same end might be accomplished by simply providing that the relation of counsel and client should be one of contract.

Mr. W. T. Charley thought the question was not ripe for legislation, as the feeling of the Profession on the subject was not sufficiently ascertained. Numerous instances were given pointing to the necessity for legislation, and Mr. Ford having explained the views of Mr. C. E. Lewis, M.P., upon the subject, as stated at a meeting of solicitors, it was resolved, on the motion of Mr. Ford, seconded by Mr. Lowe, as follows: "With a view to ascertaining the opinion of the House of Commons upon the question, whether or not it is desirable to give barristers a right to recover their fees, and to render them liable in an action for negligence, Mr. C. E. Lewis, M.P., be asked to call the attention of the House to the subject." It was also resolved, that the hon. secretary be requested to communicate to Mr. Lewis accordingly, but that, so far as the society was concerned, the subject matter of the previous resolution form no part of the Legal Practitioners' Bill now before Parliament.

A discussion followed on the subject of the Solicitors' Conveyancing Charges Bill framed by Mr. Rees, a vice-president of the society, which the hon. secretary was requested to mention again at the next meeting.

Mr. Ford called the attention of the committee to the printed matter of all kinds issued by accountants and agents offering to undertake legal work, the transaction of which, except by solicitors, is forbidden by several statutes, and laid some specimens upon the table.

Mr. Griffith thought that this could not be prevented, and in regard to agents in County Courts it was stated that the judge of the Birmingham Court had decided to allow them to transact certain business in the court in matters under £5, although his attention had been directed to the 36th section of the Attorneys' Act 1843.

Mr. Rowland called attention to the injurious consequences often arising from the provisions of the 37th section of the same Act, restricting solicitors from commencing an action for fees till one month after delivery of their bills.

After some discussion on this and other important professional questions, the hon. secretary was requested to again mention them at the next meeting, and an adjournment was agreed to till Thursday, the 15th inst., at three o'clock.

Pressure on our space necessitates our holding over a report of Thursday's meeting.

PORTSMOUTH AND GOSPORT LAW SOCIETY.

At the adjourned meeting of the above society held at the Justices' Clerks' Office, St Thomas-street, Portsmouth, the following gentlemen were among those present: Messrs. W. Pearce, A. Hellard, Thos. Cousins, W. Marshall, A. Chamberlain, J. Porter, H. C. Way, A. Pearce, R. Mawin, A. Addison, A. Blake, and A. Burbidge.

The chair was occupied by Mr. A. Hellard, in the absence of Mr. C. B. Hellard.

Several leading members of the Profession, including Messrs. Binstead, R. W. Ford, Howard, A. Besant, and Henry Ford, were prevented from attending by pressure of business. Mr. C. Ford (London) was also prevented from being present.

The Hon. Sec. (Mr. Thos. Cousins) read the minutes of the previous meeting, which were confirmed.

A letter was read from Mr. C. B. Hellard, expressing his willingness to act as president of the society. This gentleman was the president of the former society, and, owing to its collapse, he relinquished his seat on the Council of the Incorporated Law Society, to which it is hoped he will be at once re-elected by the council.

The rules were then read, and unanimously adopted.

Mr. Albert Bosant was unanimously elected to the office of honorary treasurer of the society.

After the usual votes of thanks had been passed the meeting adjourned.

The Hon. Secretary announced that about forty solicitors had already joined the society. The office of vice-president will probably be offered to Mr. Henry Ford, who filled that office in the former society.

PORTSMOUTH LAW STUDENTS' SOCIETY.

A GENERAL meeting of the members of this society took place at the Masonic Hall, Portsmouth, on Monday evening last, when the trial of an imaginary action at *Nisi Prius* was sustained, and of which the following are the particulars: *Dummer v. The Hayling Island and Sea View Steam Boat Company*. The plaintiff, a contractor, was travelling by a steamboat belonging to the defendants, from Sea View to Hayling Island, and in order to land the passengers at the latter place, a plank, with a hand rail affixed, was placed from the boat to the shore. The plaintiff proceeded upon the plank, and when about the centre, it slipped from the vessel, and he was precipitated into the water. In the fall he injured his back, which necessitated surgical attendance. His injuries prevented him from resuming his business for a considerable period, and the present action is brought to recover damages, which are laid at £500.

The president of the society sat as judge, and the jury were selected from the honorary members of the society. The various characters of counsel, attorneys, and witnesses on each side were sustained by the ordinary members.

We understand that this is the first of its kind that has been attempted in the society, and that it proved a great success.

LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Friar-lane, Leicester, on the 7th inst., at which a mock trial took place, Mr. Dickinson acting as judge, Mr. Chamberlain as counsel for the plaintiff, and Mr. C. Blunt as counsel for the defendant. The action was for breach of warranty on the sale of a horse, and several witnesses were called who gave somewhat conflicting evidence as to the words which were spoken upon the sale, and also as to the subsequent lameness of the horse. After the cases on each side had been ably put forward and commented upon by the learned counsel, the judge summed up, and the jury returned a verdict for the defendant.

DUBLIN LAW STUDENTS' DEBATING SOCIETY.

THE following correspondence has taken place between Lord O'Hagan and this society:

Dublin, 21st March, 1875.

My dear Sir,—Will you kindly intimate to the Law Students' Debating Society my desire to offer to it, as an annual prize, a gold medal, to be awarded, on such conditions as the committee may deem proper, to the most distinguished of its members in each succeeding session.

Long years before I became the president of the society, in succession to my lamented friend, the late Sir Mathew Brady, I was one of its officers; and I have never ceased to observe, with interest, its varying fortunes, and to note, with pleasure, its prosperous action in rousing students to intellectual effort, and preparing distinguished men to take their places in the front ranks of the Bar of Ireland. I sincerely trust that it may not be less useful in the future than it has been in the past.—Believe me, very faithfully yours,
O'HAGAN.

James Gordon M'Cullagh, Esq.

King's Inns, 6th April, 1875.
My Lord,—I have the honour to inform your Lordship that I communicated your Lordship's kind letter to me of the 21st ult.—intimating your Lordship's desire to present a gold medal annually to the Law Students' Debating Society for competition amongst its members—to the society last evening, which was the first occasion of its meeting since the receipt of your Lordship's avowal. The standing orders were thereupon suspended, and a special resolution unanimously adopted, that I should be directed to tender to your Lordship, on behalf of the members of the society, their sincere and respectful thanks for this latest evidence of your Lordship's solicitude for the welfare of our society, which on honour by your presidency, and to assure your Lordship that the society deeply feels how much your Lordship's valuable prize will add to its dignity and prestige, and what a powerful influence it will exert in promoting the cultivation of a chaste and thoughtful style of oratory by its members, which resolution I give now the privilege of conveying to your Lordship.—Have the honour to be your Lordship's faithful servant,
JAMES GORDON M'CULLAGH.

To the Right Hon. Lord O'Hagan.

Bristol Articled Clerks' Debating Society.

A MEETING of this society was held in the Law Library, Small-street, Bristol, on Tuesday evening, the 16th inst. M. H. Box, Esq., solicitor, the chair. Mr. Pease, who was seconded by R. Ward, opened the following subject in the affirmative: "Where an application for shares in

a limited company has been sent by post, is the contract to take shares complete from the moment that the letter announcing the allotment is put into the post, whether it reaches the allottee or not?" Mr. Baylis and Mr. Millard opposed, and the affirmative was carried by a majority of five.

BRADFORD LAW STUDENTS' SOCIETY.

ON Monday night a meeting of the members of the Bradford Law Students' Society was held in the jury-room of the West Riding Courthouse, Hall Ings, for the purpose of hearing an inaugural address from the president, Mr. W. T. S. Daniel, Q.C., judge of the Bradford and Leeds County Courts. Mr. Daniel occupied the chair, and among the gentlemen present were—Mr. Serjeant Tindal Atkinson, Leeds County Court judge; Mr. John Taylor, solicitor, Bradford; Mr. Terry, solicitor, Bradford; Mr. Berry, solicitor, Bradford; Mr. Samuel Robinson, solicitor, Bradford; Mr. Killick, solicitor, Bradford; Mr. A. W. Robinson, solicitor, Bradford; Mr. Wade, solicitor, Bradford; Mr. Hutchinson, solicitor, Bradford; Mr. C. L. Atkinson, solicitor, Bradford; Mr. A. Neill, solicitor, Bradford; Mr. Watson, solicitor, Bradford; Mr. W. Greaves, solicitor, Bradford; and Mr. H. W. Hartley, solicitor, Colne, &c. The proceedings were commenced by the chairman requesting the secretary to read the first report of the society.

Mr. W. H. Clough, honorary secretary, then read the following report: Your committee, in submitting this their first report to you for your approval, does so with great satisfaction, and with a firm conviction that it will meet with the approbation and support of each individual member. The first movement towards the formation of this society was made in the month of November last, when one of the ordinary members addressed to the editor of the *LAW TIMES* a letter for insertion in that paper, urging the claims of these societies to the consideration and support of law students, and making particular reference to the fact that no such society existed in the town of Bradford. The matter, however, rested here until the month of January last, when another letter was addressed to the same paper on the subject. The result of the insertion of these letters was that a meeting of law students was convened and held at the Victoria Hotel on the 29th Jan., for the purpose of considering the advisability of forming a Law Student's Society. Eight gentlemen presented themselves, and the matter was favourably spoken of by all present. The meeting was unanimously of opinion that such a society, properly conducted, would render to each of its members considerable assistance in the acquirement of a knowledge of the law, and resolved at once to set about the formation of such a society. A committee was appointed for the purpose of carrying out certain preliminary matters, and the meeting adjourned to Feb. 10th. At this second meeting, which was more numerously attended than the previous one, matters began to assume a very satisfactory and gratifying appearance. The committee was enabled to report that his Honour the judge of the County Court had kindly consented to take the office of president of the society, and that several gentlemen of considerable experience in the profession had readily agreed to act as vice-presidents. Other officers were appointed, and further matters transacted. Several meetings were subsequently held, and the society's roll of members continued to increase, and to-day the Bradford Law Students' Society comprises seventy-four members, namely, fifty-three honorary members and twenty-one ordinary members, a number far in excess of that of many provincial societies formed in towns where the legal profession is more numerously represented than in the town of Bradford. It may be interesting to the members to know that the society now has standing to its credit the sum of £263 0s. 11d. The rules of the society have been carefully framed and issued to the members, and from these may be gathered what are the objects of the society, and the means intended to be pursued for the attainment of these objects. Your committee acknowledges its indebtedness to the honorary members for the very liberal support they have given the society, and hopes, in addition to this, to have from time to time the benefit of their council and advice, which will doubtless contribute in no inconsiderable degree to the ultimate welfare and success of the Society. Your committee further desires to acknowledge its deep sense of the kindness of the West Riding magistrates in having placed at the disposal of the society this excellent room, thus manifesting a kindly feeling towards the law students and the objects they have in view. In concluding this report, your Committee would urge upon the students connected with the society the necessity of a strict conformity to the Society's rules—a regular attendance at its meetings, a close application, and careful consideration of the subjects to be from time to time brought before our meetings; and your committee trusts

that, by a faithful observance and performance of these on the part of the students, and a careful and judicious management on its part of the society's affairs, to ensure the promotion of the interest of the members and the attainment of the object sought, and so to dissipate all doubts existing in the minds of dissentient members of the profession as to the benefits and advantages ultimately derivable from a connection with the society.

The President then delivered his inaugural address. He said he read with much pleasure, some few months ago, an announcement in the legal periodicals that the articled clerks of Bradford, influenced by the example of their brethren at Huddersfield and other places, had resolved to form themselves into a law students' society; and he was proud afterwards to receive from a deputation of their body the request to occupy the honourable position of president. (Applause.) It was a real pleasure to him to feel that the request should have been made to him, and that he was able to comply with it. (Applause.) His attendance here that night for the purpose of delivering an inaugural address he regarded as the necessary and natural consequence. Bradford had not hitherto had the reputation of being backward in promoting whatever might be worthy of the name of progress—whether in commerce, philanthropy, science, education, or politics, or any other of the various social questions which were involved in the solution of the complex problems of how to advance national and individual responsibility, and increase the sum of human happiness. But although he might be venturing upon unknown, and, possibly, dangerous ground, and treading, it might be, upon hidden fire, he was tempted to observe that hitherto the legal profession in that great centre of enterprise and industry had not exhibited those signs of accord with the spirit of the age and the requirements of the time which might fairly have been expected of it. There was no law society in Bradford. The numerous members of the profession—honourable and influential, as he knew from experience many of them were—existed only as individuals, each relying upon his own separate resources, and each contented, it would seem, to pursue his own course of professional conduct, satisfied with his own judgment as to what was best for his own interest and safest for his own honour. If ever there was a time when in the interest of the public and suitors the interest of the profession required to be guided and guarded by cordial union and judicious co-operation, surely it was the present. Let these remarks suffice for the purpose he had now in hand. He then said he offered his congratulations to the younger members of the profession, that they in the outset of their career recognised the advantage of union and co-operation for legitimate professional objects. He felt also that he was justified in further indulging the hope that the young men would receive from the elders of the profession all the encouragement which it was reasonably within their power to give. And this encouragement might be given in several ways, as, for instance, by becoming honorary members of the society—and he was delighted to see the extent to which that encouragement had been given; also by occasionally presiding at their meetings, by suggesting questions for discussion, by helping the students with books, and even helping them to form a library of reference, consisting of reports and text books; and if he might be pardoned for appearing to wander again, as the word library had escaped his lips, might he suggest that it would not be more than would be becoming the importance of Bradford, if not only the legal profession but the public authorities of the borough could be prevailed upon to co-operate in establishing a good law library. (Hear, hear.) Having thrown these fragments of bread upon the waters, in the hope that they might be found not after many days, he would now address himself to his young friends, and offer them a few words of advice, which he hoped would be as welcome as they were sincere. (Applause.) He was drawn by a natural sympathy to the subject, for he was not old enough nor stupid enough to forget that he was once an articled clerk himself. He then spoke of what the position and opportunities of an articled clerk were some forty or fifty years ago compared with what they were now, and said that articled clerks had now far more and better privileges than were enjoyed by their predecessors at that time. The efficiency of the clerk, he said, depended then almost entirely upon himself; while now all were subjected to certain compulsory examinations. He here instanced the high positions in the profession to which an articled clerk could attain by referring to the high professional honours which several distinguished men had attained. After speaking of the advantages attending compulsory examination, he referred to the changes in the law. Among other important changes which could not fail to affect very strongly their future position and interests was local admini-

tion. Simplification of procedure and practice in their superior courts of law and equity, and the fusion of the two antagonistic systems upon which justice was administered in Westminster Hall and Lincoln's Inn, were the two great objects aimed at by the Judicature Act of 1873, which it might be hoped would come into operation not later than the 1st. Nov. next, as to all its important provisions, except the constitution of the imperial court of final appeal. That great measure affected only indirectly the further object which he (Mr. Daniel) had for years regarded, and still regarded, as of even greater importance than the simplification of procedure and practice, and the fusion of law and equity in their superior courts—he meant the administration of justice in properly constituted local courts. There was great distrust in high quarters of such local courts, the fear being, to use the words of Lord Penzance, that they will lower the standard of judicial excellence; in the language of Mr. Justice Blackburn, that they will tend to impair the efficiency of the great central bar of England, and thus destroy the only body of men from which their future judges could be taken; in the eloquent language of Lord Coleridge, the qualities of cheapness and despatch, the chief attributes of local administration (though of great importance to suitors), appeared to him to be attainable only at the risk of incompetence, unchecked arrogance, and the suspicion, if not the reality, of corruption—a sacrifice of principle too great to be made for efficiency. Now, he believed that all these fears, anxieties, and suspicions were unfounded, and would be shown to be so if a fair trial be given. But in that trial let him remind his young friends how much of the result might and would depend upon them. The right of audience in the local courts as they existed in the West Riding—in Bradford, Leeds, Halifax, Huddersfield, Sheffield, Dewsbury, and wherever a county court was established—had been secured to solicitors' and whatever extension might be necessary in the jurisdiction of any of those courts, he ventured to predict that if their branch of the profession be true to itself and its best interests, that right would never be withdrawn, or curtailed. Now, an efficient court, one that was qualified to acquire and retain the confidence of suitors and the public, involved the combination of three distinct elements, each of which was essential to its efficiency, and the absence of any one of which impaired its influence and usefulness. These were—first, a judge, who should be equal to his work, and not above it; second, a sufficient staff of competent and trustworthy ministerial officers; and third, a bar, having the right of audience, the members of which should be characterised by learning, ability, independence, and a high sense of honour. The last of these was the important element towards which it might, and probably would be the destiny of some of them to contribute. The presence of an efficient Bar was at once a check upon the judge, and at the same time his protection and support. There were many, and some of great influence in the Profession, leaders of public opinion in and out of Parliament, who would shrug their shoulders and shoot out their lips of scornful distrust at the idea of a local Bar possessing the qualities of learning, ability, independence, and honour. With them the conviction was that to localise was to degrade; to decentralise was to destroy the only source from which their future judges could be taken. He asked himself was this reason or was it prejudice, or was it influenced by the feeling and prompted by the outcry, "Great is Diana of the Ephesians." In other professions he failed to see that the metropolis had the exclusive possession of all that was distinguished in learning, in art, or in science. As regarded this matter of their local courts and their interest in them, they would observe he had spoken of them as what he hoped they would be in future. At present, according to his experience, to a law student who might be led to attend them in the hope of learning something to his advantage, he earnestly hoped that they presented more that was worthy of his imitation and less of that it would be for his interest to avoid. But slow was the growth of what was excellent, and they must be patient and hopeful. He then made some remarks on the general conduct that law students should observe in the profession, and recommended that all of them should engage in some manly exercise—either volunteering, cricketing, football, or walking, for the sake of their health. To healthy exercise he suggested the addition of elevating intellectual pursuit, such as music, botany, geology, &c. He concluded an excellent and eloquent address by saying that they must not allow their desire for intellectual improvement to entice them into the snare of unprofitable speculation upon things that existed only in the unfathomable depths of the infinite. (Applause.)

Mr. H. Saville proposed a vote of thanks to Mr. Daniel for his address.

Mr. C. J. Vint seconded; and

Mr. John Taylor put the resolution to the meeting. The vote of thanks was accorded amid loud applause.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 14th April 1875. Mr. J. T. Davies in the chair. Mr. Eddy, LL.B., opened the subject for the evening's debate, viz., "That the right of action for breach of promise of marriage should be abolished." The motion was rejected by a majority of four. The subject for next week's discussion is, "That the acquisition of large landed properties by individuals should be prohibited." To be supported by Messrs. Round, LL.B., and Thornton; to be opposed by Messrs. H. D. Marshall and Joseph.

LAW STUDENTS' DEBATING SOCIETY.

THE quarterly meeting of this society was held on the 6th inst. Mr. William Joliffe was duly elected a member of the society. The Treasurer laid before the meeting a list of unpaid fines and subscriptions, and the Secretary read a statement in writing of the proceedings of the society during the preceding quarter.

Mr. Addyman moved that the report of the secretary be printed and circulated among the members, but at the suggestion of the President (Mr. Nicholls) the motion was withdrawn. Mr. Addyman giving notice that he should, on the next motion day move that the next Annual Report of the Committee be printed and circulated among the members.

The question for discussion which was No. 560, legal: "In the case of a policy of insurance on deck cargo, is the warranty of seaworthiness complied with if the ship is able to encounter ordinary rough weather only by jettison of her cargo?" was decided in the negative by the casting vote of the chairman.

At the last weekly meeting the following question was discussed: "Was the withdrawal of the Judicature Act Amendment Bill by the Government justifiable?" The debate was opened by Mr. Swinfen Eady, and was continued to a late hour. The speeches were of an unusual duration and of a most animated description. Ultimately the question was carried in the affirmative by a majority of three votes.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the board of directors of this association was held at the Law Institution, London, on Wednesday, April 14th. Mr. Frederick Halsey Janson, in the chair; the other directors present being Messrs. Brook, Hedger, Lake, Roscoe, Smith, and Torr; Mr. Eiffe, secretary. A sum of £90 was distributed in grants of assistance to the necessitous families of nine deceased solicitors who were not members; three new members were admitted to the association; the report to be presented to the general meeting on the 21st inst., was agreed to, and other general business transacted.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

L. WALDRON, ESQ.

THE late Lawrence Waldron, Esq., barrister-at-law, of Ballybrack, in the county of Dublin, Helen Park, county Tipperary, and Lung, county Mayo, who died on the 4th inst., at his residence in Rutland-square, Dublin, in the sixty-fourth year of his age, was the eldest and last surviving son of the late Patrick Waldron, Esq., a merchant of Dublin, by Mary, daughter of John Shinnor, Esq., of Doneraile, county Cork, and nephew and heir of the late Lawrence Waldron, Esq., of Landscape, county Dublin. He was born in Dublin in the year 1811, and was educated at the Roman Catholic College of Clongowes Wood, in Ireland. He was called to the Irish Bar in Hilary Term 1840, but ceased to practise in 1842. Mr. Waldron had been for some time a Commissioner of National Education in Ireland. He was a magistrate and Deputy-Lieutenant for the county of Tipperary, for which he served as high sheriff in 1868; he was also a magistrate for the county of Dublin, and served as high sheriff of county Louth in 1860, and of county Kilkenny in 1867. Mr. Waldron was one of the representatives in Parliament, in the Liberal or "Home Rule" interest, for the county of Tipperary from 1857 until the general election 1865, when he retired. He married in 1842, Miss Anne White, only daughter of Francis White,

Esq., M.D., Inspector-General of Prisons and Lunatic Asylums in Ireland, by whom he has left a family to lament his loss. His eldest son, Mr. Patrick J. Waldron, is a lieutenant in the 6th (Inniskilling) Dragoons.

A. F. VINCENT, ESQ.

THE late Arthur Frederick Vincent, Esq., barrister-at-law, who died on the 2nd inst., at Cannes, Alpes Maritimes, France, in the thirtieth year of his age, was the son of the Rev. Frederick Vincent, of Redhill, Surrey, canon of Chichester, and formerly rector of Slinfold, near Horsham, Sussex. He was born in the year 1846, and was educated at Trinity College Cambridge, where he took his Bachelor's degree in due course. He was called to the Bar by the Honourable society of the Inner Temple in Easter Term 1871, and practised as an equity draftsman and conveyancer at his chambers in Chancery-lane.

MR. G. R. MOYSE.

THE late Mr. George R. Moyses, whose melancholy death, by his own hand, at the Temple Station of the Metropolitan District Railway, has been announced, had been long connected with the legal profession. He was a native of Bristol, and was born in the year 1817. He was for several years a clerk in the office of Messrs. Osborne and Ward, of Bristol, and on the secession of Mr. Francis R. Ward, from that firm, he accompanied him to London. He was for thirty-five years the confidential clerk of that gentleman, and with the firm which he subsequently joined—Messrs. Eyston, Ward, and Mills—now Messrs. Ward and Mills, the well-known solicitors of Gray's-inn-square, where he continued as cashier down to the period of his lamented decease. Mr. Moyses, who resided at Hackney, leaves a widow and six children. The cause which led to his untimely death is stated to have been mental derangement, brought on by overwork, and persistent refusal to indulge in holidays. His remains were interred in the Tower Hamlets Cemetery.

J. AULD, ESQ.

THE late John Auld, Esq., Writer to the Signet, who died on the 28th ult., at his residence in Edinburgh, in the sixty-fifth year of his age, was the eldest son of the late Hugh Auld, Esq., cashier of the Commercial Bank of Scotland, Edinburgh, by Helen, daughter of John Carnegie, Esq., of Kingslaw, in the county of Midlothian. He was born at Edinburgh in the year 1810, and was educated at the Royal High School and at the university of that city, where he distinguished himself in the study of mathematics, and at a subsequent period in the study of law, which he had resolved to follow as a profession. Having gone through the necessary course of preparation, he was, in the year 1833, admitted a member of the Society of Writers to Her Majesty's Signet, from which time to the end of his life he continued in the active management of a large and important business. Mr. Auld possessed a thorough knowledge of both the principles and the practice of the law of Scotland, and particularly of its somewhat peculiar, though highly secure system of land rights and conveyancing, which, combined with much shrewd common sense, commanded the confidence not only of those whose interests were entrusted to his charge, but of his professional brethren, by whom his opinions were held in high respect, in evidence of which it may be mentioned that he had been for several years a member of the committee of the Society of Writers to the Signet, entrusted with the duty of considering and reporting on Bills introduced into Parliament. Since 1863 he was home agent for the Provincial Government of Otago, which office he had previously held in conjunction with the late Mr. James Crawford, jun. In the end of December last he met with a severe accident at Glasgow, while superintending the despatch of salmon over to New Zealand, the effect of which by reducing his strength and power to throw off any attack of illness, may have made him sink more readily under the malady which, in the course of a very few days had a fatal termination. In private life Mr. Auld was highly esteemed as a warm-hearted and sincere, as well as judicious friend, ever ready to give advice and assistance when needed. He married in 1845, Jane, daughter of Robert Johnstone, Esq., of Port Glasgow, who survives, and by whom he has left a family of four sons and three daughters. His remains were interred in the Dean Cemetery, Edinburgh.

HOW TO REDUCE GAS BILLS.—All the great London establishments and manufacturers in the country are fast adopting the principle of reflectors in order to economise gas, and at the same time obtain a better system of lighting; the illuminating power being easily directed to the desk, counter, table, loom, &c., where most needed. Prospectuses and every practical information given at Mr. Chappuis', the Reflector Patentee, 69, Fleet-street.—[ADVT.]

THE COURTS AND COURT PAPERS.

CAUSE LIST FOR EASTER TERM, 1875.

Equity Courts.

Court of Appeal in Chancery.

Appeal motions.

Re The Kensington Station and North and South London Junction Railway Company and Company's Acts.
Re the same Company.

Appeals.

Powell v. Elliott—Elliott v. Powell
Harter v. Souvazoglu
Oakley v. Ker
Ripley v. Great Northern Railway Company
Townsend v. Haworth
Dimond v. Bostock
Bush v. The Trowbridge Water Company
Beynon v. Cook
Guedalla v. Guedalla

Rolls Court.

Causes set down previous to First Transfer.

Payne v. Wright
Jarvis v. Mortimer—Mortimer v. Jarvis
Preston v. Scott
Forster v. Longrigg
Brown v. Luck
Hall v. Nevill
Albert Mott v. Shoolbred—Alfred Mott v. Shoolbred
Collins v. Hamer
Cottrell v. Somerset and Dorset Railway Co.
Willis v. Somerset and Dorset Railway Co.
Crozier v. Callcott
Edmonds v. Hartland
Dangfield v. Budd
Young v. Dale
Richards v. Roberts
Palmer v. Moore

Remaining Causes transferred from the Book of the Vice-Chancellor Sir R. MALINS, by Order dated 30th January, 1875.

Causes set down after First Transfer.

Horrell v. Horrell
Robinson v. Ashton
Carrington v. France
The London and Caledonian Marine Insurance Co (Limited) v. Gillespie.
Griffith v. Hartmont
Reynard v. Arnold
Piter v. Barnes
Montefiore v. Gibbs
Thornton v. Synnot
Whittaker v. Nicholls
Simmons v. Simmons

Causes set down after Second Transfer.

Jaulfield v. Coulson
Botterell v. Horrell
Low v. Lambeth Waterworks Company
Fielden v. The London Bridge Land Company (Limited)
James v. Lacey
Marke v. Marchant
Inell v. Skinner
Camp v. Collins
Edwards v. Johnson
The Industrial and General Life Assurance and Deposit Co. v. Elmore
Lay v. May
Lawkins v. Aldershot School Board
Hillepey v. Goodridge
oster v. Lovegrove
role v. Teale
aker v. Jones
yers v. Blowers
adonald v. Pares
Ashley v. Christelow
Holland v. Gutch
Re Thexton's Estate—Thexton v. Edmondson
Watson v. Watson
Christie v. Colyer
Chalkley v. Chalkley
Toone v. Saron
Lloyd v. Prichard
Ashton v. Robinson
Caffin v. Caffin
Walford v. Heyl
Warren v. Macintosh
Westley v. Wilson
The International Financial Society (Limited) v. The City of Moscow Gas Company (Limited)
Monteith v. Monteith
Viner v. Baylis
Kaine v. Pain
Fitzherbert v. Weld
Langlands v. Stone
Wright v. Wood

V.C. Malins' Court.

Causes.

arnett v. Baker
adougall v. The Emma Silver Mining Company (Limited)
adougall v. The same Company
adougall v. Weston
The Honduras Inter-Oceanic Railway Co. (Limited) v. Tucker
Terroro v. The Republic of Paraguay
Philp v. Botterell

Set down since commencement of Trinity Term of 1874 (exclusive of Transfers).

Osborn v. Osborn
Williams v. Hiseox
Walker v. Blake
Barrows v. Williams
Schofield v. Jaomb
Fielden v. Gill
Smith v. Plerim
Griffiths v. Kennedy
Dowell v. Wood
Hugo v. Hugo
Wightwick v. Barden
Hayne v. Cavell
Cruse v. Smith

Set down since commencement of Michaelmas Term, 1874 (exclusive of Transfers).

Willats v. Hooper
Mytton v. Mytton
Townsend v. Wheldon
Sullivan v. Edgell—Dimond v. Edgell
Mahon v. Hilliard

Set down since commencement of Hilary Term, 1875 (exclusive of Transfers).

dicott v. Smith—Satchell v. Smith
ninton v. Paul
k v. Bratay
lick v. Wilson
per v. Gattie—Gattie v. loper
The Imperial Land Company of Marcellis (Lim.) v. Masterman
Pemberton v. Neill
Hough v. Rankin
Bedells v. Lea
Whateley v. Whateley

Re Mary Burton's Estate—Greenbank v. Jackson
Graham v. McCulloch
Waller v. Nicholson
Green v. Taylor
Holmes v. Holmes
Keel v. Wade
Moore v. Beasley
The Prudential Assurance Company v. Heesey
Hawkins v. Hawkins
Southby v. Bodway
Fordham v. Speight
Hall v. Creyke
Mordaunt v. Henwell
Marke v. Marke
Sexton v. Sexton
Perry v. Hankin
Turner v. Champney
Scruton v. Holt
Gibbs v. Kemp, Bart.
Noel v. De Stafford
Stephoe v. Norris
Loder v. Eldridge

V.C. Bacon's Court.

Causes.

Set down previous to Transfer.

Yardley v. Holland
Waldy v. Gray
Smith v. Daniell
Wilson v. Mersey Steel and Iron Company
Walker v. Daniell
Leech v. Boodland
Hughes v. True
Watkins v. Powell

Transferred from the Book of the Vice-Chancellor Sir R. MALINS, by Order dated December 4th, 1874.

Causes.

Set Down After Transfer.

Wagstaffe v. Hill
Nicholson v. Horsman
Attorney-Gen. v. Borough of Birmingham
Fothergill v. Richards
Clarke v. Adie
Gullick v. Tremlett
Whittaker v. Whittaker
Mackett v. Bayless
Leadley v. Sykes, Bart.
Brown v. Fraser
Attorney-Gen. v. Corporation of Sunderland
The Windermere Pleasure Boat Co. (Limited) v. Walker
Lloyd v. Lloyd
Attorney-Gen. v. Hackney Board of Works
Debenham v. Gillespie
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Re Owen's Estate, Nicholas v. Kellett
Isant v. Isant
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Wade-Gery v. Handley
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V.C. Hall's Court.

Causes.

British Mutual Investment Company (Limited) v. Smart
Richardson v. Hodgetts
Republic of Peru v. Buzo
Hinde v. The Ystalyfera Iron Company
Gurney v. Daughill
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Booth v. Gawthorp
Smith v. Greenwood
Cleaver v. Cleaver
Taylor v. Taylor
George v. Ormond
Ormond v. Ormond
Southwell v. Wright

PROMOTIONS AND APPOINTMENTS.

THE Attorney-General has appointed Robert Buchanan, Esq., of the Connaught Circuit, to be permanent Crown Prosecutor for the county Leitrim, in the place of Thomas W. White, Esq., deceased; and Frederick N. Le Poer Trench, Esq., to be Supernumerary Crown Prosecutor for the same county, in Mr. Buchanan's stead.

MR. JOHN THOMAS, solicitor, has been elected to the office of Town Clerk of the Borough of

Swansea, South Wales, having obtained thirteen votes of the Town Council. Mr. W. Robinson Smith (of the firm of Smith, Lewis, and Jones) was next, with ten votes. There were thirteen candidates. Mr. Thomas succeeds Mr. E. A. Essery, who has held the office for several years, and who now retires from practice.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, April 6.

KIMBER and LEE, solicitors, Queen-st, Chelsea (Edmund Kimber and Cecil B. Lee). March 31.

Bankrupts.

Gazette, April 9.

To surrender at the Bankrupts' Court, Basinghall-street.

ALLIES, ALFRED EDWARD, tea merchant, Mark-la. Pet. April 6. Reg. Pepps. Sol. Howell, Chesham. Sur. April 20.
ALLSWORTH, RALPH JOSEPH, barman, Bishopgate-st. Pet. April 5. Reg. Hazlett. Sol. Willoughby, Lancaster-pl. Sur. April 21.
RUSSELL, SIR WILLIAM, Bart., general merchant, James-st, Bockingham-gate, and Salters'-hall-court. Pet. March 31. Reg. Hazlett. Sols. Cooke, Rose, and Pearson, Great-George-st. Sur. April 21.
SPIERO, M. Hawking jeweller, Shore-rd, South Hackney. Pet. April 7. Reg. Hazlett. Sols. Peacock and Goddard, South-ackney. Sur. April 21.
WILKINS, JAMES FREDLING, financial agent, Oxford-gardens, Ladbroke-grove-rd, South Kensington. Pet. April 6. Reg. Hazlett. Sols. Dod and Longstaffe. Sur. April 21.
YOUNG, WILLIAM, attorney and solicitor, Basinghall-st. Pet. April 7. Reg. Spring-Rice. Sols. Parson and Lee, Abchurch-house, Sherrborne-la. Sur. April 22.

To surrender in the Country.

BROWETT, EDWARD KENNET, silkman, Coventry. Pet. April 5. Reg. Kirby. Sur. April 22.
CHAPMAN, JOHN WIGGETT, baker, Southwick. Pet. April 7. Reg. Evershed. Sur. May 5.
CRAWLEY, WILLIAM, publican, Bendish. Pet. April 1. Reg. Chantler. Sur. April 20.
HAYNES, JOSEPH, retail brewer, Birmingham. Pet. April 5. Reg. Chantler. Sur. April 20.
HIGGS, JOHN, grocer, Llandidno. Pet. April 5. Reg. Talbot. Sur. April 23.
MILLER, JAMES, travelling draper, Little Horton, Bradford. Pet. April 3. Reg. Robinson. Sur. April 23.
PHILLIPS, WILLIAM, watchmaker, Liverpool. Pet. April 7. Reg. Watson. Sur. April 21.

Gazette, April 13.

To surrender at the Bankrupts' Court, Basinghall-street.

BAUM, GODFREY, banker, Regent-st, and Talbot-rd, Westbourne-park. Pet. April 9. Reg. Roche. Sur. April 23.
DAVEY, THOMAS JAMES, skirt manufacturer, Fore-st. Pet. April 8. Reg. Pepps. Sur. April 23.
EDWARDS, H. A., advertising agent, Bishopgate-st Within. Pet. April 8. Reg. Roche. Sur. April 23.
GILES, WILLIAM, licensed victualler, Kent-st, Southwark. Pet. April 10. Reg. Murray. Sur. April 27.
KING, CHARLES BEEDEN, civil engineer, Dowgate-hill, Cannon-st. Pet. March 2. Reg. Hazlett. Sur. April 30.
LEVEAUX, ISIDORE, Carlton-rd, Maida-vale. Pet. March 24. Reg. Spring-Rice. Sur. April 29.
MORPHETT, FREDERICK WOOD, accountant, Moorgate-st. Pet. April 12. Reg. Murray. Sur. April 27.
PARNELL, GEORGE THOMAS, Mark-la. Pet. March 2. Reg. Hazlett. Sur. April 30.

To surrender in the Country.

AKEROYD, JOHN WILLIAM, woollen manufacturer, Southill, par. Dewsbury. Pet. April 8. Reg. Nelson. Sur. April 30.
BLOWER, THOMAS SILVESTER, farmer, Mangovan. Pet. April 9. Reg. Roberts. Sur. April 30.
COBY, WILLIAM HENRY, patent fuel manufacturer, Elm Bank House, Bares, and Cardiff. Pet. April 8. Reg. Willoughby. Sur. April 27.
CROSLAND, HENRY, stone merchant, Netheroyd Hill, par. Huddersfield. Pet. April 7. Reg. Jones, jun. Sur. April 30.
HAMER, ASHWORTH, and DAVIES, JAMES TAYLOR NEWEN, ironmongers, Manchester. Pet. April 8. Reg. Kay. Sur. April 29.
INCK, JOSEPH, boot and shoe manufacturer, Liverpool. Pet. April 8. Reg. Watson. Sur. April 25.
LAVIS, T. ST. J., officer in H.M.'s 88th Regiment, Colchester. Pet. April 9. Reg. Barnes. Sur. April 34.
MCJANE, JAMES, clothier, Workshop. Pet. April 10. Reg. Wake. Sur. April 30.
MEAD, MATSON WILLIAM, farmer, Wix. Pet. April 8. Reg. Barnes. Sur. April 34.
SMITH, JAMES, pawnbroker, Hollinwood. Pet. April 8. Reg. Tweddle. Sur. April 25.
SPENCER, JOHN, innkeeper, Rugby. Pet. April 8. Reg. Kirby. Sur. April 29.
VAN GELDEREN, JAMES MANUEL, surgeon dentist, Middlesborough. Pet. April 6. Dep. Reg. Archer. Sur. April 30.

Bankruptcies Annulled.

Gazette, April 6.

BROOKE, JOSEPH, rag merchant, Staincliffe, near Dewsbury. Feb. 4, 1875.
ROBERTS, THOMAS, hotel keeper, Brynmawr. March 16, 1875.
THORNTON, HENRY, grocer, Liverpool. Feb. 4, 1875.

Gazette, April 9.

ROBINSON, JOSEPH GALIFFE, captain in the militia, Westbourne-grove-ter, Baywater.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, April 9.

AGAR, MARY JANE, milliner, Manchester. Pet. April 6. April 20, at eleven, at office of Sol. Garthwaite, Manchester.
ARMSTRONG, JOSEPH, draper, Seaham Harbour. Pet. April 6. April 15, at ten, at office of Sols. Messrs. Wright, Seaham Harbour.
BAKER, JOSEPH, jun., plumber, Old-hill, near Dudley. Pet. April 2. April 19, at quarter-past ten, at office of Sol. East, Birmingham.
BARBER, DAVID, ironmonger, Manchester. Pet. April 7. April 21, at eleven, at office of Sol. Horner, Manchester.
BARNES, JOHN SPRY, wholesale stay manufacturer, Earl's-bidge, Featherstone-st, City-rd. Pet. April 6. April 27, at eleven, at office of Sol. Ramskill, Fenchurch-st.
BARTLEY, CHARLES, grocer, Gloucester. Pet. April 6. May 1, at eleven, at office of W. H. Mills, accountant, 7, Ferry-road, Bristol.
BENNETT, ELISHA, butcher, Bittern. Pet. April 2. April 19, at three, at office of Sol. Shuttle, Southampton.
BETTERIDGE, EDWARD, grocer, Reading. Pet. April 5. April 22, at eleven, at office of Sols. Beale and Martin, Reading.
BLAKEMORE, HENRY, oakum manufacturer, Liverpool. Pet. April 5. April 27, at two, at office of Sols. Woodburn, Pemberton, and Sampson, Liverpool.
BOND, CHARLES, watchmaker, Alford. Pet. April 3. April 20, at three, at office of Sols. Messrs. Walker, Alford.
BOYLE, GEORGE FRASER, travelling draper, Metherby-Tydal. Pet. April 6. April 16, at twelve, at office of Sol. Seddes, Metherby-Tydal.

LESTER, CATHERINE, MARTHA, and COLLARD, CHARLES
WILLIAM, cooper, Liverpool. Pet. April 10, April 29, at
three, at office of Gibson and Bolland, 10, South John-st., Liver-
pool. Sol. Pemberton, Liverpool

LOVEGROVE, GEORGE ELLIOTT, livery stable keeper, York. Pet.
April 23, at eleven, at office of Sol. Calvert, York.

MARRIS, THOMAS, upholsterer, Whitecross-st. Pet. March 24,
April 20, at three, at E. Hudgell's office, 37,
Gresham-st. Sols. Gray, Gresham-st. E.C.

MARSH, ALFRED, provision merchant, Newport. Pet. April 10,
at one, at office of J. H. Jones's Head Hotel, Newport. Sols.
Cathcart and Vaughan, Newport

MASON, WILLIAM, boot dealer, Manchester. Pet. April 8, April
26, at three, at office of Sol. Bent, Manchester

MILLS, HENRY, brass end cutter, Brougham rd. and Queen's-rd.,
Barnes. Pet. April 10, May 5, at three, at office of
F. Holloway, Ball's Pond-rd., Islington. Sol. Fenton, Abbot-
ter, Kingsland

MORGAN, JOHN, millmaker, Ebbw Vale. Pet. April 6, April 29,
at three, at the Queen's hotel, Bangewell, Newport. Sol. Harris,
Tredegar

MORRISON, CHARLES, ironmonger, Gateshead. Pet. April 8,
May 3, at twelve, at offices of Sol. Woolston, Gateshead

MORRIS, JOSEPH, cabinet maker, Dunning's-alley, Bishopsgate
St. Peter. Pet. April 8, April 22, at four, at office of Sol.
Palmer, Charles-sq. Hoxton

MUNRO, JAMES, photographer, Frome. Pet. April 8, April 23,
at twelve, at office of Sol. Ames, Frome

MUTTER, JOSUHA, bootmaker, Malindae. Pet. April 5, April 22,
at twelve, at offices of Buckland, 1, Bristol-chmbs, Nicholas-st.,
Bristol

NEAST, [ROBERT], baker, Bifston. Pet. April 7, April 24, at three,
at office of Sol. Bowen, Bilston

NORTON, EDWARD, Pet. April-st. Edgeware-pk. Pet. April 9,
April 23, at three, at offices of J. F. Lovering, 33, Gresham-
st. Sol. Reynolds, Furnival's-inn, E.C.

OLD, SIDNEY, FREDERICK CHARLES, and DOWNS, JOHN RICHARD,
solicitors, Swansea. Pet. April 8, April 23, at three, at the
Bell Hotel, George-st. Swansea

PARNELL, JAMES, chemist, Wolverhampton. Pet. April 9,
April 24, at eleven, at office of Sol. Barrow, Wolverhampton

POUNTNEY, ALFRED EDWARD, and TURNER, DAVID, auction-
eers, Birmingham. Pet. April 9, April 23, at two, at
offices of Sols. Coleman and Coleman, Birmingham

PREECE, WILLIAM, builder, Bridgewater. Pet. April 7, April 22,
at three, at office of Sol. Chapman, Bridgewater

RULCH, GEORGE, saddler, Tavistock-rescent, Westbourne-pk.
and Tottenham. Pet. April 10, April 20, at ten, at the
Albert hotel, Cornwall-rd., Kensington-pk. Sol. Brown, Lan-
caster-rd., Notting-hill

ROSE, WILLIAM, out of business, Kingham. Pet. April 6, April
24, at seven, at office of Sols. Kilby, Son, and Mace, Clipping
Norton

SHEPARD, GEORGE, general dealer, Sheffield. Pet. April 8,
April 24, at eleven, at office of Sol. Porrett, Sheffield

SKYON, MAXIMILIAN, wine merchant, Torquay. Pet. April 8,
April 24, at twelve, at office of Sols. Tayleur and Lindop, Tor-
quay

SITGREAVES, ELLEN, spinster, draper, Ulverston. Pet. April 8,
April 27, at three, at the Temperance Hall, Ulverston. Sol.
Hutchinson, Ulverston

SLOCUMBE, THOMAS MATRAVIS, miller, Bleadney, par. Woakey,
Bristol. Pet. April 22, at eleven, at the Grand hotel, Broad-st.,
Bristol. Sol. Buileid, Gloucestersbury

SMITH, JAMES, tailor, Brighouse. Pet. April 3, April 19, at half-
past ten, at the White Lion hotel, Halifax. Sol. Barber, Brigh-
house

STACKARD, STEPHEN, Aston, near Birmingham. Pet. April 8,
April 23, at twelve, at office of Sol. Griffin, Birmingham

STANTON, HUTCHINSON, shipright, Goolse. Pet. April 9,
April 23, at three, at office of Sol. Harrison, Goolse

STEPHENSON, JAMES WILLIAM, music seller, Kingston-upon-
Thames. Pet. April 8, April 23, at two, at the Law Institution
Chancery-la, London. Sols. Messrs. Kollit

STEADMAN, JAMES, upholsterer, Batley. Pet. April 9, April 27,
at half-past eleven, at office of Sol. Wooler, Batley

STONE, ELIJAH, draper, Saltburn-by-the-Sea. Pet. April 8, April
21, at four, at Mrs. Barker's Temperance Hotel, Bridge-st. West,
Saltburn-shgh. Sol. Giles, Darlington

THOMAS, THOMAS, mercantile, Bedford. Pet. April 9, April 30,
at half-past ten, at the Guildhall, Carmarthen. Sol. Howell,
Llanelli

TODGOOD, JAMES, builder, Totton. Pet. April 9, April 23, at
the office of Mr. Edmunds and Davis, Southampton. Sol.
Coxwell, Lyminster

TYLER, JAMES, corn merchant, Chipping Ongar. Pet. April 8,
April 23, at half-past twelve, at office of Blyth, Chelmsford
Sol. Blyth, Chelmsford

UNDERWOOD, RICHARD, watchmaker, Spencer-st., Clerkenwell,
and Shepperton-rd., Islington. Pet. March 23, April 21, at
three, at office of H. T. Thwaites, accountant, 42, Basishall-gt.,
E.C. Sol. Parke, Coleman-st. E.C.

WADE, THOMAS, bricklayer, Fairwind-st., Chalk Farm-rd.,
Islington. Pet. April 6, April 27, at two, at office of T. Asker, 3, Barnard-
street, Holborn. Sol. Roberts, Thame-pk., Temple-bar, Strand

WEBB, FRANCIS ALBERT, butcher, Cheltenham. Pet. April 8,
April 23, at eleven, at office of Sol. Marshall, Cheltenham

WOLMAN, ROBERT, innkeeper, Bedford. Pet. April 10, May 5,
at eleven, at the Clarence hotel, Bedford. Sol. Mitchell, Bed-
ford

WYETH, THOMAS, farmer, Hazlev Heath, near Winchfield. Pet.

GRUNDY, ELLIS, brickmaker, Lark-hill, Farnworth

The Official Assignees, &c., are given, to whom apply for the

Marlin, W. and *Gault*, A. P. Iron manufacturers, third and final, 63d. Wake and Rogers, Sheffield.

Meiss, R. Beerhouse keeper, first and final, 25s. At Trust, G. P. Gault, Wake and Rogers, Sheffield, District - *John*.

Mellor, J. accountant, first, 55d. At Trust, W. D. Lamb, St. John's chimbs, Grainger-st-west, Newcastle. - *Prithling* and *Carruth*, commission merchants, joint, 1s.; sep. of Conrath, 8s.; sep. of Fruhling, 7s. At Trust, J. Weise, 16, Tokenhouse-yard - *Wenig*, G. S. first, 75d. At Trust, J. Weise, 16, Tokenhouse-yard - *Wenig*, G. S. first, 75d. At Trust, J. Weise, 16, Tokenhouse-yard.

Great Yarmouth. - *Halden*, J. coal merchant, first and final, 25s. At Trust, H. Bolland, 10, South John-st, Liverpool. - *Wilkes*, C. W. wine and spirit merchant, first, 5s. At Trust, J. Hardcastle, jun.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

Bucks, William—born Boys, D.L.B. (St. John's Coll. Cam.), of Barnet, Herts, solicitor, to Susan Annie, youngest daughter of the late Benjamin Coles, of Olney.

OLIVER—GOWLAND.—On the 90th Jan last, at St. Mark's, Sydney Australia, Alexander Oliver, barrister-at-law, Examiner of the Board of the Surveyors of New South Wales, to Gella, youngest surviving daughter of the late Thomas Siskey Gowland, of Boxley-heath, Kent.

PEARSON—BAKER.—On the 7th inst., at St. John's Church, Blackheath, James Godfrey Pearson, Esq., of the Middle Temple, barrister-at-law, to Laura, youngest daughter of Joseph Baker, of Blackheath, Esq.

POOLE—FAGGE.—On the 8th inst., at St. James's Church, Dover, David Charles Poole, of the Middle Temple, barrister-at-law, to Julia Augusta Lee, daughter of the late J. W. T. Fagge, of Westbere House, near Canterbury, Esq.

DEATHS.

BURTON.—On 12th inst., aged 92 years, James Burton, of Devonshire-road, Batham, solicitor.

SHAW WELLS.—On the 10th inst., at Macon, aged 33 years, Lancelot Shadwell, barrister-at-law.

To Readers and Correspondents.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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NOTICE.

The LAW TIMES goes to press on Thursday evening, that it may be received in the remote parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

When payment is made in postage stamps, not more than 5s. may be remitted at one time.

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stipendiary magistrate in a district where no such official has sat before. He will be much missed by the metropolitan Bar, who will, we are sure, wish him success in his new sphere, and a speedy move up to similar occupation in London.

The Middlesex magistrates have resolved to take counsel's opinion upon the question whether they are bound to pay all expenses incurred by coroners. At the same Court an unanimous feeling seems to have prevailed in favour of appointing lawyers as coroners. The expediency of so doing we have frequently advocated, and recent events have forcibly illustrated the soundness of our advice.

We are glad to hear that the Court of Common Pleas intends to persevere in the practice, first introduced last Term, as an experiment, of allotting one whole day in each week to the hearing of new trials. Lord COLERIDGE announced on Saturday last, that on Wednesdays new trials only would be taken, and added that on Fridays the disposal of the new trial paper would be further expedited by taking unopposed motions only on those days. This arrangement will no doubt be gratefully hailed by all engaged in new trial arguments, not only on account of the substantial relief afforded by the reform itself, but as indicating a possibility that the court may, sooner or later, carry the reform a step further, and devote the same number of whole days, *i.e.*, two, to the new trial paper, as are at present devoted to the special paper. Or perhaps the problem, which no doubt is a difficult one, might be solved by distinguishing between the many different kinds of motion, and allowing "motions for new trials" (which always press), to be taken with the new trials, excluding every other kind of motion. But we doubt whether it is possible to dispose of the new trial paper with due expedition, without some sort of a "motion court" always sitting, and taking motions only.

The decision given by Lord Justice MELLISH, in the case of *Ex parte Gibbs, re Webb*, on the 16th inst., is of some interest on bankruptcy practice. WEBB filed a liquidation petition on the 16th Jan. this year. The first meeting of creditors was held on the 3rd Feb. A liquidation by arrangement was then agreed upon, and an immediate discharge was given to the debtor. It was subsequently, however, objected to the validity of these proceedings that the debtor had been in partnership, and that he had failed to insert in the statement of his affairs which had been produced at the meeting, anything whereby to distinguish between his joint and separate liabilities. An application was made to the registrar to have the resolutions registered. It was held that no registration could be allowed under the circumstances; but an order was made directing that a fresh first meeting of the creditors should be summoned under the petition. An affidavit was put in by the debtor to the effect that the omission in his statement was due to ignorance. The Registrar's order was upheld on appeal to the Court of Appeal in Chancery. This decision is one which is so clearly required by the necessities of the case, that there seems to be no need to refer to precedents or authorities.

A BILL has been introduced into the House of Lords by Lord REDESDALE which obviously has for its purpose the defeat of the new policy of the Midland Railway Company. It is intitled "An Act for regulating passenger accommodation in railway trains," and states in its preamble that in Railway Companies Acts separate maximum fares have been usually granted for three classes of passengers, and continues with the assumption that it was intended, in granting such fares, that provision should be made by the companies for the separate accommodation of those three classes. Whether it was or was not the intention of the Legislature to impose the onus of providing accommodation for three distinct classes on the railway companies, or merely to give the companies scope and authority to impose three distinct classes of fares, more or less, at pleasure, is a very arguable question. It is clear that the Midland Railway Company are infringing no common or statute law by the abolition of the second-class accommodation, the cause of the introduction of this very Bill being indirect evidence of the truth of the assertion. Moreover, it certainly is strange that if the intention of the Legislature was such as is alleged in this Bill, that so many years should have been suffered to elapse without attention being directed to so gross an oversight. The oversight, if such it be, is sought to be remedied in the Bill before us, by the enactment that every railway company to which separate maximum fares have been granted for first, second, and third class passengers, or any other company or person working the same, shall provide separate carriages for all three classes. This, subject to the discretion of the Railway Commissioners, inasmuch that the latter may grant licenses to the companies to omit any one or more of the three classes from certain trains under certain circumstances provided for by the Bill. The commissioners, moreover, to have power to inflict a penalty not exceeding £100 on any company who may commit a breach of the Act, the penalty to be enforced in the manner provided by the 26th section of "The Regulation of Railways Act 1854." This

The Law and the Lawyers.

WE have to record the death of Mr. HARDEN, judge of the Birkenhead County Court, and of the Courts in the seventh Circuit. His tenure of office dated from the year 1847, when the County Courts were established, so that he had served about twenty-eight years in his capacity as Judge. Ample testimony is borne to his judicial integrity as well as to the soundness of his judgment.

MR. CHARLES J. COLEMAN, of the Northern Division of the Midland Circuit, has accepted the appointment of stipendiary magistrate for Middlesbrough. Mr. COLEMAN was recently appointed to try municipal election petitions; he is also a revising barrister; he has been for many years Deputy Judge of a Metropolitan County Court, and has long and ably represented the Times in the Court of Exchequer: consequently he abandons agreeable and remunerative work to assume the responsible office of a

last would-be enactment is but one instance the more of the careless manner in which Bills or Acts of Parliament are drafted. There is absolutely no such Act as the one referred to. As it is very probable that this reference will attract the attention of some member of the House, in the present instance an alteration can be effected, and no harm from the mistake will ensue should the Bill become law. What the draftsman evidently wished to refer to was the same section of an Act, regulating railways, passed in 1873, the 36 & 37 Vict. c. 48. Should this mistake have remained unnoticed, a circumstance occurs which would have made it still more perplexing, viz., that The Railway and Canal Traffic Act (17 & 18 Vict. c. 31) was passed in 1854, the year above quoted.

LORD SELBORNE has been taken to task by a correspondent of a daily paper for some remarks reported to have been made by his Lordship at the late dinner of the Fishmongers' Company, respecting the defenders of the Appellate Jurisdiction of the House of Lords. He is reported to have stigmatised that association of defenders as a "clique" of intriguers whose action was unendurable. The correspondent to whom we allude has come forward on behalf of the association. Now we have no desire to enter into any such discussion as this, and we are quite prepared to acknowledge all that has been said of the eminence and influence of the Peers and others who have come forward in support of the Appellate Jurisdiction of the House of Lords. Nor is it at all incredible that the association has been actuated by any other than the best of motives. These are personal questions which should not be allowed to interfere with a fair consideration of the subject. By retaining the Appellate Jurisdiction of the House of Lords the present Government undoubtedly has prevented the full completion of an excellent scheme of reform. It has prevented the new edifice receiving a suitable coping stone to crown the whole. How far the anomaly will affect the working of the new scheme remains to be seen. A very short experience of the new state of things will teach us whether the defect is anything more than a purely sentimental grievance.

THE second reading of the Public Health Bill, which contains 330 clauses and twenty-eight pages of schedule, was achieved without difficulty on Monday last, and the explanatory paper, which is to show how much of the Bill is new and how much old law may be expected to appear very shortly. It is material to observe that the Bill is mainly a consolidating one only, being chiefly intended "to form a good point of view from which to survey past sanitary legislation and a good foundation for future improvements;" and it is satisfactory to learn from so competent a critic as Mr. STANSFELD that, "treating the measure as a Consolidation Bill, he had examined it with sufficient care to be enabled to say that it is an accurate and respectable piece of work, and will be extremely useful." And Dr. PLAYFAIR, speaking to the same effect, went so far as to suggest that it would not be worth while to go through committee with the Bill. Perhaps it might be found the best plan to drop the amending portion of the Bill altogether. Since 1846 we appear to have had no less than twenty-nine Public Health Bills, under various designations, and Mr. SCLATER-BOOTH predicts that the present measure will have to "go through several editions" before it assumes its final shape. Let the present Bill be a purely consolidating one for once; let it be designated the Public Health (Consolidation) Act 1875, and it will pass amid a rare chorus of praise from all persons who may be either competent to criticise its provisions, or interested in its working. It must be remembered that in addition to its intrinsic value it is intended to be a model Consolidation Bill. "One result of the consolidation now proposed," said Mr. SCLATER-BOOTH, "may be to enable the House to extend the principle of consolidation to the case of the Poor Law Acts and other statutes which had hitherto been dealt within a piecemeal and unsatisfactory manner."

THAT forbearance to sue in respect of a disputed claim which turns out not to be maintainable, is a sufficient consideration to support a promise, is a principle which was laid down with great clearness by Mr. Justice BLACKBURN in a considered judgment in *Cook v. Wright* (4 L. T. Rep. N. S. 704). And the principle has been applied without hesitation in the recent case of *Wilby v. Elgee*, in which the Court of Common Pleas refused a rule on Saturday last. The facts were these. The plaintiff was a widow, of whom the defendant in 1867 had borrowed 20*l.* during the lifetime of her husband. Shortly after the death of the husband, the defendant gave the plaintiff an I O U for the amount. In 1871 a person whom the court held to be acting for the plaintiff demanded the money, and the defendant in answer promised to pay, with many deprecations of legal proceedings, but the money not being paid, it became necessary to issue a writ. The writ, however, was not issued until 1874, when the original debt had become barred by the Statute of Limitations, so that it became necessary for the plaintiff to rely upon the defendant's promise in 1871. The jury found for the plaintiff, that in forbearing to sue she had acted upon the defendant's promise to pay in 1871,

and the court refused a rule to enter the verdict for the defendant. Among the many points made for the defendant was this, that the money lent was her husband's money, so that she had in reality no claim to forbear. But Lord COLERIDGE pointed out that it had been held on very good grounds that it was sufficient if the claim forbore were reasonably doubtful, and as the I O U had been given to the plaintiff in her own name, we think that the principle to which we have referred was very properly applied. As was said by Chief Justice COCKBURN, in *Callisher v. Bischoffheim* (L. Rep. 5 Q. B. 452): "Every day a compromise is effected on the ground that the party making it has a chance of succeeding. When such a person forbears to sue he gives up what he believes to be an advantage, and the other party gains an advantage, and instead of being annoyed with an action, he escapes from the vexations incident to it." And in *Llewellyn v. Llewellyn* (3 D. & L. 318), a declaration was held good which alleged that there were disputes concerning accounts between the plaintiff and defendant, and in consideration that the plaintiff would relinquish all claims the defendant promised to pay the plaintiff an annuity, although there was no allegation that any sum was due to the plaintiff, and it might have turned out that the plaintiff's claim could not be made good. Of course if a plaintiff knew he had no cause of action, and *malâ fide* induced the defendant to believe that he had, the principle would not apply: (See *Wade v. Simeon*, 2 C. B. 548.)

AN interesting case on the law of landlord and tenant reaches us from the Supreme Court of Illinois, namely, *Morgan v. Campbell*. In this case MORGAN leased a storehouse in Chicago to a firm, reserving a certain monthly rent. The firm was not punctual in paying the rent, and on the 17th May 1873, the landlord put in a distress warrant. The distress was levied on the same day, and the property held by an agent of the landlord. On the 14th May a petition had been filed by a creditor of the lessees; the debtors were declared bankrupts, and CAMPBELL was appointed assignee. The latter took possession of the goods. Thereupon MORGAN filed a bill for relief, and claimed a right of lien upon these goods. In the court below he was defeated on demurrer. The learned Judge sums up the law of the case by saying, "The bill in this case cannot be sustained unless the laws of Illinois conferred upon the landlord a statutory lien upon the personal property of the tenant in the county prior to the levy of the warrant. If the lien existed independently of the warrant, and the warrant was used merely as a means of enforcing it, then the theory of the bill is correct." But if no lien could be acquired until the warrant was levied actually, the decision of the court below was right. By the Illinois Landlord and Tenant Act, it is enacted that the landlord shall have a lien upon the crops growing or grown upon the demised premises in any year for rent that shall accrue for such year. The statute clearly made a distinction between the agricultural products and general personal property. This distinction was accounted for by the learned judge as being one due to the fact that agriculture was, and has continued to be, the chief industry of the state. The nature of the right of distraining given by the Commons will doubtless be familiar to our readers. The landlord had no lien until actual seizure. Hence the great difference between this right and that conferred by statute. Where a lien is given by statute, no preliminary steps are necessary to acquire a lien. The right is a right ascertained by statute. Briefly it may be stated, that the common law gives a right to do certain acts which, if carried out, will give a right of lien; whereas in giving a right of lien a statute dispenses with the preliminaries.

WE trust that the lesson to be learnt from the TICHBORNE crisis will not be forgotten. The serious pass at which this matter has arrived is entirely due to the weak and pusillanimous conduct of the Government and the House of Commons, and, we must add, to the contemptible indifference which the Bar as a body displays with respect to the highest interests of the law and its administrators. It is almost inconceivable that any person—much less one of Dr. KENEALY's temper—should have been allowed to run a course characterised by unparalleled impudence and reckless abuse for many months with absolute impunity. The torrent of Dr. KENEALY's slander should have been stopped long since by the strong hand of justice; his disgraceful publication should have been promptly prosecuted; and when he became a member of the House of Commons, and suggested gross charges against HER MAJESTY's judges, not an hour should have been lost in bringing him to the test of a Parliamentary debate. Further, the Bar, to whom the LORD CHIEF JUSTICE so eloquently appealed at the close of the great trial, should have taken the initiative, and petitioned Parliament to inquire into charges which their author shrank from substantiating. The simple fact is that Dr. KENEALY has been treated as if he were a mad dog—dangerous even to be approached. Thus it is that he has been allowed to raise a mountain of prejudice against the administration of justice—to collect clouds of suspicion about the purest judgment seat the world has ever seen, no single hand or voice being raised to counteract or dispel either the one or the other. Of what use has it been to

give banquets to the LORD CHIEF JUSTICE? Of what use the eulogy of Sir HENRY JAMES, when his Lordship presided over the meeting of the Barristers' Benevolent Association? Of what use the CHIEF JUSTICE's own protestation? All this had no effect upon, if it ever reached, the ignorant masses which howl at the KENEALY gatherings. We repeat that if it appear that the TICHBORNE delusion has struck deep root, and from it have sprung suspicions concerning the administration of the law which cannot be dissipated, we trust that it will be always remembered that not to Dr. KENEALY only is this sad result due, but that the House of Commons and the Bar have by their weak tolerance and apathy largely contributed to it.

METHODS OF ENFORCING AGREEMENTS IN COMPROMISE OF PENDING SUITS.

If the parties to a suit during its progress come to an arrangement to put an end to the litigation on the basis of a compromise, is that compromise to be considered as an integral part of the suit, and to be enforced by proceedings therein, or must a fresh suit be instituted for the purpose; or may the party who insists on the execution of the agreement elect which of the two remedies to take? Two cases have recently been decided which involve this question, the one at law, the other in equity—*Smith v. Shirley and Baylis*, in the Exchequer (32 L. T. Rep. N. S. 234), and *Pryer v. Gribble*, before Vice-Chancellor Malins (32 L. T. Rep. N. S. 238). In the former case a will was propounded in the Probate Court, and the grant of probate resisted. When the cause came on for trial a compromise was arranged in open court, by which, "in consideration of the defendant withdrawing from opposition to proof of the will and codicils, the plaintiffs undertaké to pay to the defendants within fourteen days the sum of £5850, and a further sum of £750 for costs, and thereupon the defendants and the other residuary legatees will, if so required, release by deed all claims to the residue. Probate not to issue till after the payment of the above sums, and the case to be adjourned for that purpose. In default of payment of the above sums within the time specified, the defendants to be entitled to have the case called on for hearing, and to take a verdict by consent upon all the issues." It was held that, payment not having been made, the plaintiff could maintain an action at law for its recovery, and that the clause providing for the taking a verdict in the Probate Court, did not preclude the remedy by separate action. In this case the alternative of two courses was decided to lie open to the defendants. But it is to be noticed that Baron Amphlett, in his judgment treated the case as not being merely an arrangement for settling, "which of the parties should succeed in the action," but also as a sale by the plaintiff of her interest under the will and codicils. If such a view were authoritatively adopted, the case would be taken out of the class of pure compromises. But as that view of the question is not necessary for the decision, the present case may be looked upon as a strong one in favour of the view that either course may be adopted in our common law courts. In *Prior v. Gribble*, the plaintiff filed a bill to redeem a brickfield and plant and stock, of which the defendant mortgagee was in possession. By a compromise the plaintiff agreed to pay a certain sum by a given day, and the defendant to hand over the property. On default being made defendant moved to have the agreement enforced or the bill dismissed; and the Vice-Chancellor held that the agreement might be enforced by motion in the principal suit. As he did not deny that a separate action might have been instituted, we may infer that this decision goes to establish, as would seem most in accordance with justice, that either course in such a case may be adopted. But it is by no means easy to lay down a general rule from the authorities in point. Two circumstances, apparently, must be considered; first, whether the agreement has been made a rule of court or an order in the cause; and, secondly, whether it is confined to the subject of the original suit, or embraces collateral matters, and whether the equities under the agreement are the same as those which appear on the record in the original cause. On the first point the case of *Dawson v. Newsome* (2 Giff. 272) decides that such an agreement when made a rule of court may be enforced on petition in the original suit, supported by affidavit. In *Tebbutt v. Potter* (4 Hare) an agreement to dismiss a bill out of a court of equity, which had been made a rule of court of common law, was declared to be enforceable by motion in the original suit in equity. The Vice-Chancellor, however, in this case did not base his judgment upon the agreement's having been made a rule in the court of common law, and his decision may, therefore, be looked upon as a confirmation of the judgment of Vice-Chancellor Malins.

As to the second point, where there is a change in the equities, two cases have been cited—viz., *Forsyth v. Manton* (5 Madd. 78), where there had been an application for an injunction to restrain the defendant from making or vending certain gun locks and machinery, and the compromise gave a modified licence to the defendant to use the plaintiff's invention. But the Vice-Chancellor of England, Sir John Leach, not basing his judgment on the supposed change in the equities, decided summarily that the court had no jurisdiction to enforce an agreement which was no part of the suit,

and had not been made an order of the court. This case, therefore, must be considered as directly adverse to the decision in *Pryer v. Gribble*. But in *Askew v. Millington* (9 Hare 65), Vice-Chancellor Turner, founded his decision that the compromise could only be enforced by a bill for specific performance upon the change in the equities of the respective parties which it had effected. It is obvious that when fresh matters are introduced, the agreement ought not to be enforceable in the first suit, as that would be to enlarge its scope and to alter its character. In *Richardson v. Eytton* (2 D. M. & G. 79) a bill for specific performance of a compromise was filed, but Lord Justice Knight Bruce, expressed an opinion that proceedings in the original suit would not of themselves have been sufficient. In *Rowe v. Wood* (1 Jac. & W. 337) when it was decided that a subsequent agreement for a compromise could not be pleaded in bar of proceedings, fourteen months after it had been made, Lord Eldon said he thought he recollected instances where an agreement had been enforced upon motion in the suit to stay proceedings. But Lord Redesdale on the contrary, in the same case on appeal, expressed an opinion that the only course open in such a case was to file a bill for specific performance. The conflict of authority is so great that it is difficult to lay down any general statement. The only positive result seems to be that where the agreement is made a rule of court, it may be enforced in the original cause; and where it embraces other matters than those in dispute, fresh proceedings must be taken.

In favour of enforcing the agreement proceedings in the original suit we have the decisions of Vice-Chancellor Malins and of Vice-Chancellor Wigram in *Tebbutt v. Potter*, and the *obiter dictum* of Lord Eldon; against it the decision in *Forsyth v. Manton*, and the dicta of Lord Justice Knight Bruce and Lord Redesdale. Amid such variety of judgments and extra-judicial opinion, and when so much depends upon particular circumstances, each case that arises may almost be considered *res integra*.

CONSTRUCTIVE MURDER.

THE case of the man Heap, tried at the last Liverpool Assizes, and executed at Kirkdale on Monday last, suggests again the infirmity of the law in reference to what are sometimes called constructive murders. Heap was a druggist, and, as was alleged, a licentiate of the Apothecaries' Company, and was tried for murder caused while attempting to procure abortion. The evidence suggested that he had killed the woman operated on, by puncturing her uterus with some sharp pointed instrument, which brought on peritonitis, the proximate cause of death. He was found guilty and sentenced to be hanged. The particular murder charged was an accident or casualty—a possible, but not an immediate consequence of the act or of the intention with which the act was committed. But the law declares it to be murder, and he was sentenced accordingly.

The defending counsel at the trial pointed out the anomaly of implying the intent to kill when every probable interest and motive of the criminal were opposed to such an intent, and that it was, in fact, to infer a design directly opposed to that which could be reasonably annexed to the act; but the learned judge, on the authority of the passages cited below in Russell on Crimes, vol. 1, p. 740, 4th edit., left it as murder to the jury. The jury returned a verdict of guilty, with a strong recommendation to mercy, undoubtedly imposing on the Crown a task of some difficulty in determining how far the recommendation could be acted on, the man being an old offender, and having been previously sentenced to penal servitude for a similar crime.

We are induced to offer some remarks on the law of the case, because, as it seems to us, it is involved in some little doubt and perplexity, and is in part contradictory, and also because it appears from the newspaper reports that the execution of the criminal for this species of constructive murder caused an expression of sympathy with the condemned man in the neighbourhood in which he lived. The passages on which the counsel for the Crown relied are to be found in vol. 1 Russell on Crimes, p. 740 4th edit., 540 3rd edit., and are as follows:

"So where a person gave medicine to a woman to procure abortion, and where a person put skewers into the womb of a woman for the same purpose, these acts were held clearly to be murder; for though the death of the woman was not intended, the acts were of a nature deliberate and malicious, and necessarily attended with great danger to the person on whom they were practised."

The authorities cited for this passage are 1 Hale, 429, and *Tinckler's* case; the first, a Nisi Prius decision of Lord Hale in 1670, the second reported 1 East P.C., pp. 230 and 354, but both were cases differing widely from the present, as in the first; Lord Hale suggests that the woman killed had a live or quick child within her, and in the second, the acts committed argued a "deliberate and malicious" intent to injure the woman, rather than an attempt to procure abortion.

The learned judge, however, appeared from the report to consider the proposition contained in the next passage sufficient:

"Whenever an unlawful act *malum in se* is done in prosecution of an unlawful intention and death ensues, it will be murder; as if A. shoot at the poultry of B., intending to steal the poultry."

by accident kill a man, this will be murder, by reason of the felonious intention of stealing, *Fost.* 258, 259, *Lord Coke* 3 *Inst.* 56, citing *Bract. Lib.* 3, 120 b." But even assuming this to be law at this day, as the learned editor of *Russell* (*Mr. Greaves*) in a note suggests, here there is an intention to kill—in pursuit of an unlawful act—and a misdirection of object only, and it is not therefore a parallel case.

For the prisoner it was upon this passage submitted that there must be an intent to kill, or some act from which such an intent can be reasonably inferred. That the intent might be inferred from a felonious act, which has as its probable consequence death, but not from an act which is only a felony in its consequences, and which implies a different purpose and another intent, and which really discredits the intent to kill. That it is not sufficient that there should be an unlawful or even a felonious intention, but there must be a felonious intention to kill, or to commit a crime of similar nature and motive, as in the instance cited in the footnote to *Russell*, 741, of burning a house with a man inside, in which the presumption is that killing is intended if the man is burned to death, and for this *Reg. v. Duffin*, *Russ.* & *Ry.* 365, and the doubt expressed by Lord Chief Justice Cockburn in *Reg. v. Fretwell* (9 *Cox C. C.*, at p. 153) were cited, and further, it was contended that, although the 24 & 25 *Vict. c. 100, s. 58*, makes the unlawful use of an instrument to procure miscarriage a felony, that such felony is merely statutable, and does not necessarily involve a felonious intention. That in point of fact it is a felony in its consequences and not in its intent, but that if every felony involves in its commission a felonious intent, in spite of express words to the contrary, it is not a felony *pari gradu* with those necessary to constitute murder. But the learned judge, after consulting *Mr. Justice Field*, considered there was nothing in the objections, and refused to reserve the point.

On turning to the authorities we find them in direct conflict, and are additionally puzzled by the various uses of the word "felonious," many differing from that now held. The word felony "means a crime which involves a forfeiture," according to *Stephens' Blackstone*, v. 4, p. 7 quoted approvingly by *Mr. Fitzjames Stephen* in his treatise on Criminal Law. But whatever its historic derivation and present use, it is tolerably clear that it had a different meaning in the early history of English law, and one which in spirit at least accorded with that suggested by *Lord Coke* as *crimen animo felleo perpetratum*. The 52 *Hen. 3, c. 25* runs thus: "Murder from henceforth shall not be judged before our justices where it is found misfortune only, but shall take place, in such as are slain by felony and not otherwise," indicating that then at least the suggestion of malice aforethought and design existed. (See also 5 *Hen. 4, c. 5*; 3 *Edw. 1, c. 12*; 6 *Edw. 1, c. 9*.) During the reign of *Henry the Eighth*, and *Charles the Second* undoubtedly a great many offences were made felonies involving no felonious intent, as in transshipping yarn, sheep, wool, &c., casting natives, declaring false prophecies, all felonies, as with respect to some of which the first statute of *Mary* protests; but if *Mr. Stephens* is right, a felonious design in not necessarily involved in the commission of a felony, as a man might commit an act without any other felonious intent than is implied in the words of the statute, and if a parity of reasoning is admissible, as murder can be committed without a murderous intent or an intent to kill, so a felony can be committed without a felonious intent or an intent to commit a felony.

But it seems to us that the *dicta* quoted from *Foster* 258 and *Coke* 3 *Inst.*, cited above, were not considered law even in *Lord Hale's* day (*Hale*, vol. 1, p. 475), as *Lord Hale* pronounces such killing to be manslaughter. Moreover, that there must be a felonious intent to commit a similar act, and that it was not the intention of stealing, but the intention of killing in furtherance of the stealing, that made the crime murder if it was at any time murder. That where there is no intentional killing, and death ensues, not as a natural or probable consequence, but merely as an incidental, and by misadventure, the mere unlawfulness of an act will not make that murder which would otherwise have been manslaughter at the most.

And with this agrees part of the opinion of Lord Chief Justice *Kelyng*, in notes to *Reg. v. Plumer* (*Kelyng*, 109), in delivering the opinion of all the judges in that case at pp. 116 and 117, "As the unlawful act ought to be deliberate to make the killing murder, so it ought to be such an act as may tend to the hurt of another, either immediately or by necessary consequence. . . But if such unlawful act doth not tend immediately or by necessary consequence to the danger of another, though death ensue hereby, it is but manslaughter." And this is in reference to the use of weapons intended to hurt and injure, and not used primarily with a different intent; and with this agrees *Sir John Chichester's* case, (*Aleyn* 12), though that has been held to be hard law. And *Lord Hale* (vol. i. 475, 39) declares that if A., without the licence of B., shoots in the park of B., and his arrow glanceth from a tree, killeth a bystander, this is manslaughter, because the act was unlawful, which is in direct conflict with *Coke* 3, *Inst.* 56; and that if he throws a stone to kill the fowl of B., and the stone kills a bystander, it is manslaughter, the intention to steal making this offence murder, according to *Foster*, which again is negatived by *Hale* (p. 39, vol. i.), who declares it "homicide and felony" (*Manslaughter*, p. 425), but not murder.

From these and the other authorities, cited by *Lord Coke*, and the general tenor of *Lord Hale's* discourses on the point, we draw the conclusion that the dictum in the 3rd *Inst.*, adopted by *Foster*, is not warranted by the authorities vouched (*Bracton Lib.* 3, 120 B.; 3 *Edw. 3*; 11 *Hen. 7*, 23), and was not accepted as law by *Lord Hale*; and that the reasoning above cited from *Reg. v. Plummer* more correctly shows the law than the passages in the present edition of *Russell* on Crimes and *Foster* above cited. That *Foster* was incorrect in assuming that the mere attempt to commit a felony would suffice to convert manslaughter into murder, and that the unlawful act must be deliberate, and intended primarily to hurt another; and that if the intention to hurt is subservient, or there be no intention to hurt, and the hurt follows as a casualty, the offence is manslaughter and not murder. And, further, that when the sentence induces sympathy with the criminal as being excessive or misplaced—the fact that it is obnoxious and opposed to the ordinary reasoning of men—is a sufficient ground why a legal subtlety should not be followed, but that the law should be in accordance with common sense.

NATURE OF THE CONTRACT OF AGENCY.

"An attorney" says the Lord Chief Baron Comyns (*Com. Dig.*, Attorney, A.) "is he who is appointed to do anything in the place of another." This definition states in a brief way the distinguishing feature of an agent's employment. An agent, then, is one who is duly authorised to act on behalf of another. The authority with which he is invested may be more or less limited, it may extend only to a single act, it may extend to all acts of a certain class, or it may extend yet further, according to the nature of the agency. According to the division of agents, which is based upon the extent of the authority they enjoy, agents are generally called special and general. But inasmuch as the different kinds of agency and the grounds of the various divisions adopted will be treated of hereafter, no more may be said upon this head at present. The above definition of agency is generally accepted by text writers. "In the common language of life," says *Story* (*Agency*, s. 3), "he, who, being competent to do any act for his own benefit, or on his own account, employs another person to do it, is called the principal, constituent, or employer; and he, who is thus employed, is called the agent, attorney, proxy, or delegate of the principal, constituent, or employer. The relation thus created between the parties is termed an agency. The power thus delegated is called in law an authority."

In spite of the simplicity of the definition of agency, a thorough knowledge of the nature of the contract is absolutely necessary in order to grapple with cases that arise from time to time. One of the latest cases of this kind was the case of *Ex parte White; Re Nevill* (*L. Rep.* 6 *Ch. App.* 397; 24 *L. T. Rep.* N. S. 48), which is very instructive upon the question of the nature of the contract of agency. T. and Co., cotton manufacturers, were in the habit of sending goods to N., one of the firm of N. and Co., for sale. From the course of dealing the Court gathered that the goods were consigned by T. and Co. to N., accompanied by a price list. N. sent them monthly an account of the goods which he had sold, debiting himself with the price given in the price list, not specifying the particular contracts, nor giving the name of the purchasers, nor the price at which, nor the terms on which, he had sold. In the next month he paid to T. and Co. the moneys which were due to them in respect of the sales thus accounted for. Occasionally he had the goods bleached or dyed before he sold them, but gave no account to T. and Co. of the expense. In these dealings with T. and Co., N. acted on his own behalf, and not as a member of his firm; although, by an arrangement between himself and his partners, the moneys which he received from the purchasers of the goods sent him by T. and Co., were paid to the credit of the firm with their bankers to their general account. N. and Co. executed a deed of arrangement with their creditors. At the time of the execution of this deed, there was a balance standing to the credit of N. in account with N. and Co. For this balance T. and Co. sought to prove against the joint estate in the hands of the trustees of N. and Co. It was argued on behalf of T. and Co. that the money was trust money belonging to T. and Co. This brings us to the question of the nature of the relationship which existed between T. and Co. and N. The Lords Justices held that this course of dealing did not constitute agency between them, and their judgment was affirmed on appeal to the House of Lords (29 *L. T. Rep.* N. S. 78). There is no magic in the word "agency," said Lord Justice James. That is, in the words of Lord Selborne, "the use of the word 'agent' in a general way, and without specially showing for what purpose *Nevill* was an agent, goes a very little way towards a solution of the question of this account; the facts must speak for themselves, and if those facts show a state of things different from a simple arrangement between principal and agent, then the effect of these facts will not be altered simply because the language of agency has been used in a loose manner." This case affords an excellent illustration of the way in which our courts of law will investigate mercantile relations that are said to constitute agency. The Lords

Justices appear to have been influenced by the fact that Nevill exercised without check certain rights of ownership over the goods consigned to him, rights which were inconsistent with the view that he was acting in a fiduciary character. Certainly if a consignee is allowed to alter the goods sent to him, if he may deal with them as he likes, and sell them at any price, and is liable only to pay for them at a price agreed upon beforehand, taking no regard of the selling price, it cannot with truth be said that he is an agent so as to allow the consignor to follow the proceeds of his sales. An analogous case suggested by one of the counsel was thought by the court to be an appropriate illustration. It was this: A publisher publishes for an author and sells for him, holding all the copies of the book. At some certain time he has to return to the author an account of all those sold, and to pay him for them at a fixed price, the publisher being at liberty to make his own bargains with retail booksellers. Here there is no relation of creditor and debtor, or vendor and purchaser between the author and the retail booksellers. Lord Justice Mellish is equally clear. His Lordship's judgment is valuable in that it brings into strong relief the distinction between a *del credere* agent and one "who is an agent up to a certain point."

With this distinction of the *del credere* agent, and the person who is an agent up to a certain point, we shall take leave of the subject for the present, assured that an examination of the case of *Ex parte White, re Nevill* will have had the effect of bringing out more or less clearly the true nature of the contract of agency. A *del credere* agent guarantees the performance of their contracts by the persons with whom he contracts on behalf of his principal. Now let us take the case of a man in the position of Nevill, and compare his relation to his consignors with that of a *del credere* agent to his principal. We are at once struck by the fact that there is no mention of such guarantee by N. of the performance of the contract into which third parties enter with him, as a *del credere* agent would give *ex vi termini*. On the contrary, he agrees to pay his principal a fixed price for the goods sent, and makes himself what he can of the bargain. Lord Justice Mellish puts the case in its proper light when he says, "If A. hands over his goods to B., and B. is to pay him a certain price if he sells, but is at liberty to sell on what terms he pleases, and B. then sells C., the natural inference from these facts is, beyond all doubt, that there is a sale made to B., and another sale from B. to C., and all the circumstances confirm the view that such was the nature of the dealing here."

SEARCHES, INQUIRIES, AND NOTICES.

MARRIED WOMEN'S PROPERTY.

(Continued from page 409.)

Dower.

A WOMAN married on or previously to the 1st Jan. 1834, is, under ordinary circumstances, entitled to a life estate in one-third of the property of which her husband dies seised, or of which at any time during the coverture he has been seised in law or in fact for an estate of inheritance, so that upon any sale by the husband the wife must concur and acknowledge the deed, or her right to dower will still exist. If the property be of an equitable nature her concurrence is unnecessary.

By the Dower Act (3 & 4 Will. 4, c. 105) women are made dowerable out of equitable estates, and some legal estates, out of which before that Act they were not entitled to dower, but by sect. 4 of that Act no woman married after the 1st Jan. 1834, is entitled to dower out of any land which shall have been absolutely disposed of by her husband in his lifetime, or by his will, and by sect. 5 her right is to be postponed to partial estates, incumbrances, and dispositions made or created by him.

Freebench.

The right to this estate depends upon the custom of the manor of which the copyholds are holden. In most manors it is necessary that the husband should die legally seised of the copyholds; in others, and particularly the manor of Cheltenham, it is not necessary that the husband should be seised at his death, seisin at

any time during the coverture being sufficient to cause the wife's right to attach so that her concurrence in every sale is necessary.

Separate Use.

When it is necessary to vest in a married woman the sole power of dealing with freeholds, the usual course is for a power of appointment over them to be limited to her, in which case she can by an instrument in the form stated in the power pass the legal estate without the concurrence of her husband or any acknowledgment. It was for a long time considered that a woman in whom freeholds were legally vested for her separate use could not pass the legal estate except by a deed acknowledged by her with the concurrence of her husband. Then it was held that if her estate were a life estate only no such acknowledgment or concurrence was necessary: (*Lechmere v. Brothridge*, 32 L. J. Rep. N. S. 577); and in a more recent case (*Pride v. Bubb*, L. Rep. 7 Ch. 64), which, by the way, related to an equitable and not a legal estate, Lord Hatherley, then Lord Chancellor, is reported to have said: "It cannot, I apprehend, be now disputed that when a woman is the owner of real estate to her separate use she is to all intents and purposes in the position of a *feme sole*, so as to be able to dispose of that estate by will or deed. I think there were doubts existing in some part of the Profession as to how far the doctrine with reference to the separate property of a married woman could be held to extend to a case where the heir was to be affected by any instrument, unless it was by some duly acknowledged conveyance in which the husband and wife had concurred, and how far the provisions, which were made simply for securing the wife against the interference of the husband, were or were not to be considered as provisions giving her power to dispose of the property as against her heir. These doubts have, however, been put an end to by decision."

In case of no disposition by the wife, the husband is entitled to an estate by the courtesy under the same conditions as he would be were the wife's estate not separate: (*Appleton v. Rowley*, L. Rep. 8 Eq. 139; see, however, *Moore v. Webster*, L. Rep. 3 Eq. 268.)

Although, as we have before seen, a married woman cannot, even with the concurrence of her husband, dispose of her reversionary interest in personality except where the instrument under which such interest is derived is dated subsequently to 1857, and then only with the concurrence of her husband and by deed acknowledged, yet if the interest were limited to her for her separate use she could dispose of it alone without a deed acknowledged, and the date of the instrument under which she derived it is immaterial.

When property is limited to a married woman for her separate use, a clause prohibiting alienation is not unusual, the effect of which is to prevent any dealing during the coverture (*Tullet v. Armstrong*, 8 L. J. Rep. N. S. 19, Eq., and 9 *ibid* 41, Eq.). Such a clause becomes inoperative during 'discovery' (see *Re Gaffee's Settlement*, 19 L. J. Rep. N. S. 79, Eq.), and is not operative in the case of a *feme sole* (*Brown v. Pocock*, 4 L. J. Rep. N. S., 15 Eq.).

Women married since 9th Aug. 1870 are more favoured, for by the Married Woman's Property Act 1870 (33 & 34 Vict. c. 93), it is provided by sect. 7, that where any woman married after the before-mentioned date, shall during her marriage become entitled to any personal property as next of kin, or one of the next of kin, of an intestate, or to any sum of money not exceeding £200 under any deed or will, such property shall, subject and without prejudice to the trusts of any settlement affecting the same, belong to the woman for her separate use, and her receipts alone are to be a good discharge for the same; and, by sect. 8, that where any freehold, copyhold, or customary property shall descend upon any woman married after the before-mentioned date as heiress or co-heiress of an intestate, the rents and profits of such property shall, subject and without prejudice to the trusts of any settlement affecting the same, belong to such woman for her separate use, and her receipts alone are to be a good discharge for the same. The Act of 1874 (37 & 38 Vict. c. 50) makes no alteration in the above cases.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Thursday, April 15.

COUNTY COURTS.

The LORD CHANCELLOR laid on the table a Bill to amend the Acts relating to County Courts. The Bill was read a first time.

Friday, April 16.

THE SUPREME COURT OF JUDICATURE ACT (1873) AMENDMENT (NO. 2) BILL.

LORD GRANVILLE, on the motion for the second reading of this Bill, reviewed the circumstances

under which the Government measure on the same subject was suddenly withdrawn this session without any previous notice, and in a most unprecedented manner, before any decision had been pronounced on it.—Lord BRIDGEFORD said that the Bill of 1873 as introduced, took away the second appeal, and it now remained to be settled what should be done with respect to the ultimate Court of Appeal.—Lord SALISBURY reminded Lord GRANVILLE that in 1854 Lord Russell, without notice, withdrew the Reform Bill of that year before the time had arrived for the second reading, and he added that the withdrawal of the Judicature Bill was, therefore not unprecedented in its manner. The Government wished that the Court

of Ultimate Appeal, in whatever form it might be constituted, should be a strong one, but they had pledged themselves against the adoption of harassing and violent legislation, believing that it was by persuasion that the most useful legislation could be adopted.—Lord GRAY thought Lord GRANVILLE had a just right to complain of the course pursued by the Government in withdrawing a Bill in deference to objections brought before them privately, and added that the withdrawal of the Reform Bill of 1854 was not a case in point.—Lord DENMAN expressed satisfaction at the omission from the present Bill of the clauses of the late Bill relating to the Appellate Jurisdiction; and Lord PENZANCE said that the Act

of 1873 was an imperfect measure, because it did not deal with Scotland and Ireland. — Lord SELBORNE thought it would be advisable not to discuss on the present occasion the objections he felt to the measures suggested to supplement the Act of 1873; but he condemned the extraneous pressure brought to bear in an unusual manner in this case. — Lord O'HAGAN thought the Government ought not to be blamed for the course they now pursued. — The LORD CHANCELLOR accepted the present discussion as highly complimentary to the present Bill, because he had not heard one word expressed in disapproval of it; and though it had been said that the Government might have carried the Bill with the aid of the Peers on the Opposition benches, he must declare that on the night of the withdrawal of the Bill he did not observe that there was any great attendance of peers on those benches, and when the question for its withdrawal was put no objection was made. — Lord WATENEY said he would give his most hearty support to the present Bill, which was then read a second time.

HOUSE OF COMMONS.

Friday, April 16.

CAB LAW.

In answer to Mr. HORWOOD, Mr. CROSS said he believed the hon. member had stated the facts of the case to which he referred correctly, but he had not informed the House that there were provisions which gave strong powers to the drivers of cabs to summon, and if necessary to issue a warrant, against any persons who had not paid their fares. Of course, it was a question whether the law as it stood was sufficient for the protection of drivers; but that was a point which should receive consideration. (Hear.)

THE TICHBORNE TRIAL.

Mr. WHALLEY called attention to a petition praying for the release of the Claimant. In support of this petition Mr. Whalley related minutely the chief events of the *Tichborne* case, beginning with the original trial, and dwelt on his own labours and numerous journeyings to and fro. — Mr. CROSS pointed out that Mr. Whalley had not touched on a single point in the petition. The petition had been carefully considered, and if the advice which had been tendered to the Crown was wrong, he was responsible for it, and Mr. Whalley knew what his remedy was. Turning to Dr. Kenealy, the Home Secretary urged on him the unfairness of keeping his charges hanging over the heads of the judges, and demanded that he should either bring his motion on at once or take it off the books. — Dr. KENEALY, in explanation of his delay in bringing on his motion, alluded to the persecution of which he had been the object, to the prejudice evinced against him in the House, and to its evident predetermination to decide against him. But the day which followed the rejection of his motion would spread dismay throughout the country, and one of the most fatal blows which could be struck at the House of Commons would be an opinion spread abroad. Therefore he shrank from bringing forward his motion; but if the Government was ready to face the consequences of his motion being rejected, he was ready to bring it forward at any time. — Mr. BRIGHT pointed out to Dr. Kenealy that his charge against the judges could derive no strength whatever from petitions, however numerous they might be. He held it to be a very serious injury to the commonwealth that the confidence of the public should be weakened in the administration of justice, and it was for this reason that he had urged upon Dr. Kenealy the imperative necessity of proceeding with his motion. Mr. BRIGHT suggested that perhaps the Government might give him one of their days, and he concluded by an earnest appeal to Dr. Kenealy to shake off, if possible, the sense of wrong under which he acted, and to devote himself seriously to the service of the country. — Mr. WADDY held that Dr. Kenealy, so far from having any reason to complain of his reception in the House, had been treated far more favourably than he had a right to expect. In proof of this Mr. Waddy read some of the most violent passages from the *Englishman* in which the Judges, the Speaker, the most eminent men on both sides of the House, and the House generally, were assailed with savage abuse. He read also a passage which greatly excited the merriment of the House, and in which the remarkable abilities of Dr. Kenealy were described in high-flown language. Mr. Waddy inveighed with much earnestness and vehemence against the course which Dr. Kenealy and his friends had pursued; and while urging the Government to file a criminal information against the *Englishman*, he called on Dr. Kenealy to satisfy the House whether it had among its members the man who was responsible for this vile work. — Mr. MACDONALD also spoke strongly in the same sense; and after some observations from Captain NOLAN and Mr. S. HILL, the subject dropped.

DR. KENEALY AND "THE QUEEN v. CASTRO."

Col. LOYD LINDSAY asked the hon. member for Stoke-upon-Trent to name a day for proceeding with the notice of motion which stands in his name, but for which no day has been fixed, "to call attention to the Government prosecution of 'The Queen v. Castro,' and to the conduct of the late trial at bar." — Dr. KENEALY—Sir, after the language addressed to me last night by the hon. member, I will not deign to answer any question put to me by him. ("Oh, oh!" and laughter.) — Mr. MACDONALD—Sir, I give notice that on Monday I will repeat the question of the hon. and gallant colonel. (Cries of "Now, now.") If the forms of the House will allow me to put the question now, I will do so. (Cheers.) I will therefore ask the hon. member for Stoke-upon-Trent to name a day for proceeding with the notice of motion which stands in his name, but for which no day has been fixed, "to call attention to the Government prosecution of 'The Queen v. Castro,' and to the conduct of the trial at bar." — Dr. KENEALY—Sir, I shall bring on the motion at the time when it seems to me most likely to advance the liberation of Sir Roger Tichborne. ("Oh, oh!" and much laughter.) — Col. LOYD LINDSAY—Sir, I beg to give notice that, as the hon. member for Stoke has declined to name a day, I shall on Monday move that his notice be expunged from the Notice-book. (Loud cheers.)

SOLICITORS' JOURNAL.

As many of our readers are aware, the official solicitor of the Bankruptcy Court has of late been called upon by the official assignee of the court to take certain proceedings against creditors' assignees under former Bankruptcy Acts, such assignees not having conformed with the requirements of these statutes. In many instances these proceedings appear to have been taken without any complaint or representation on the part of creditors, while it is evident that the action of the assignees' solicitor in many cases is a source of revenue to him in the shape of costs which, in the case of many of his applications to the court, are ordered to be taxed and paid by creditors' assignees. Again, it is the means of bringing into the hands of the official assignee funds from which he is enabled to recoup himself certain expenses which he has incurred in his office of assignee. We must not be understood to reflect in any way upon the action of the officials of the court to whom we have referred, but rather to urge that, inasmuch as some of the proceedings to which we refer are of advantage rather to the official assignee and his solicitor than to the creditors of such insolvents, the long delay which is allowed to take place in many cases, before such applications as those to which we refer, are made, should not be encouraged, as it tends to make the position of creditors' assignees more embarrassing than it would otherwise be. We readily concede that such assignees ought to render their accounts and realise the estates entrusted to them for the purpose, and make the necessary payments to the official assignee, and that, if they do not, they are themselves in a measure to blame for any disagreeable consequences which follow from the action of the officials of the court. On the other hand, we are not altogether satisfied with the manner in which long-pending bankruptcies are being dealt with. Many of the orders lately made in the Bankruptcy Court press with undue severity upon creditors' assignees. While upon this subject we must express the opinion that on taxation of the costs of the official solicitor of the Bankruptcy Court it would be far more convenient that the usual course should be taken of his furnishing a copy of his bill of costs, as prepared for taxation, to the other side, rather than that the rule should obtain which requires the solicitor of the opposing party to bespeak a copy at the senior registrar's office of the court. What may be called the chamber business of this court needs many alterations, a consideration of which we are afraid hardly comes within the scope of the committee now sitting at the Treasury to consider the operation and working of the last Bankruptcy Act.

THE law as applied to the liability of a solicitor (issuing a writ of *fi. facias*) for the fees and charges of a sheriff's officer in relation to the execution of a sheriff's warrant, issued on the writ being lodged with the under sheriff or his agent, is by no means settled, and we therefore direct attention to a case recently tried, being an action brought by the sheriff's officer for Devon (residing at Exeter) against Mr. Philp, a solicitor practising in the City of London, to recover the sum of £24 17s. 8d. for fees alleged to be due from the defendant to the plaintiff in connection with a sheriff's warrant upon a writ of execution issued by the defendant, as attorney, for the judg-

ment creditor of a mining company. The writ of *fi. fa.* was issued in the usual course and handed by a clerk of the defendant to the London agents of the sheriff of Devon, who forwarded it to the under sheriff who made out the necessary and usual warrant and handed it to the plaintiff in the action against Mr. Philp, the solicitor, such plaintiff (the sheriff's officer) again handing the warrant to his bailiff at Torquay. There seems to have been some delay in executing the warrant, and, accordingly, Mr. Philp, the solicitor—perhaps with more despatch than is usual in practice—took the necessary steps to rule the sheriff to return the writ of *fi. fa.*, which was granted and served in due course. Subsequently, telegraphic and other postal communications appear to have passed between the defendant (the solicitor) and the plaintiff (the sheriff's officer), which, no doubt, put a different complexion on the action than would have existed under more ordinary circumstances. It seems clear that the sale which had been arranged by the sheriff's officer was at the last moment stopped in consequence of certain representations by the defendant (the solicitor). After the sale was stopped, the judgment debtor (the company), having satisfied the judgment debt, the sheriff's officer proceeded to make a claim on the solicitor (Mr. Philp), and in the correspondence which ensued Mr. Philp treated whatever liability there was as one attaching to his client, the execution creditor, and not to him. The defendant (Mr. Philp) was called on the trial, personal service of a *subpoena* on whom was proved, but he did not appear, his counsel contending that on the service of a *subpoena* a sufficient sum for conduct money must be paid to enable a witness to make the double journey. For the defence it was contended that there was no proof of special employment by the defendant (the solicitor) of the plaintiff (the sheriff's officer), and supposing there was special employment, sufficient to enable the plaintiff to maintain an action, then that the defendant's liability could only extend to fees and expenses, payable and incurred since the commencement of such special employment. Another point in dispute was as to the right of the officer to sue for poundage (which in the present case came to £7 10s.), seeing that there was no sale. The learned judge directed the jury to find for the plaintiff, reserving leave to the defendant to move for a nonsuit, or to reduce the verdict by £7 10s., the sum charged for poundage, which would reduce the claim below £20. We believe that up to the present time the defendant has not moved the court pursuant to leave reserved, and in the meantime we must protest against the uncertain state in which the law, as applied to such cases as the present, is allowed to remain. We admit that the case before us is in many respects exceptional; but even here all that was done by the defendant was as solicitor for a client, a disclosed principal, and on the instructions of such client. It seems monstrous that a solicitor by the mere act of issuing a writ of *fi. facias* should run the risk of being involved in expensive litigation, and we are disposed to think that the whole question is one which may well be dealt with by a short enactment. In the case before us the person really benefited by the stoppage of the sale was the execution debtor. It is doubtful whether a sheriff's officer should take any instructions other than those received from the sheriff or his agents, and the actual right of the solicitor of an execution creditor to give any directions as to the execution of the sheriff's warrant is questionable. As the matter rests at present solicitors had better simply issue the writ of *fi. fa.*, and have no communication with the sheriff's officer except through the sheriff's agents, although it will often happen that the delay thus occasioned will frustrate the very object of such communication, and tend to operate unduly, if not unjustly, on the unfortunate execution debtor.

FROM a correspondence between the honorary secretary of the Legal Practitioners' Society and Mr. C. E. Lewis, M.P.—published in another column—it will be seen that Mr. Lewis does not despair of being able to redeem a promise long since made to solicitors at a meeting in the City of London, namely, to bring under the notice of Parliament the peculiar relations existing between the public and the barristers' branch of the legal profession.

UNDER the heading "Bankruptcy Administration" a ludicrous article recently appeared in the columns of a lay contemporary in which, among other absurd assertions, it was stated that "the chief judge knows more as to the principles of bankruptcy (*sic*) than the two eminent judges who sit in the appeal court." The article concludes by suggesting that *accountants* should, in view of the unsatisfactory working of the Bankruptcy Act, "raise a fund sufficient to allow the Chief Judge to retire with the honour and respect to which he is entitled." In our opinion one of

the greatest evils of the Bankruptcy Act is the creation, by its operation, of a class of agents who have fattened upon the carcasses of insolvents' estates, and who exist in such large numbers that they will now prove themselves an obstacle to any sweeping and successful reform aiming at the inexpensive and speedy administration of an insolvent's estate for the benefit of creditors.

A SOLICITOR directs our attention to page 1086 of the Law List, in which the following advertisement by a special pleader appears, and which our correspondent regards as unprofessional, and which it ought not to be permitted to the publishers of the Law List to encourage, as they certainly do by their announcement on page 1099. The licensed pleader and juriconsult in question "transacts every description of law and quasi-law business in any part of the European continent, on agency terms. He undertakes to substantiate claims and to oppose proofs in any of the bankruptcy courts of Belgium, France, Italy, and Spain, through local native agents, for an inclusive fee of three guineas; to effect the service of English legal process by like means for a fee of two guineas; to obtain the naturalisation of foreigners in England for an honorarium of four guineas; and notariately to translate documents, at printed tariff rates. He makes bi-annual journeys to the principal cities of Europe for the purpose of examining witnesses, &c. Chief Offices, Cannon-street, City, London, and Bercy, Paris." We are decidedly of opinion that there should be some limit to the right of the publishers of the Law List to include in the official publication whatever announcements or advertisements professional men choose to send them, and for which a charge of one guinea is made. Such a system will give much dissatisfaction to the Profession at large.

A SOMEWHAT novel action for damages is reported to have been recently heard in the Ryde County Court. The plaintiff had been assaulted by the defendants, and the latter, having been charged with such assault before the borough justices, they were fined in a sum amounting, with costs, to about £10. It seems that as a consequence of such assault the plaintiff fell sick, and was attended by a medical man, and the civil proceedings in the County Court, after the conviction, were to recover £25 for damages to clothes, compensation for injury, and the amount of the doctor's bill. Before the hearing, the defendants' attorney paid into court a sum of £3, thereby admitting a cause of action. The plaintiff's solicitor was allowed by the learned judge to open his case to the jury, and to proceed to call witnesses, when counsel for the defendant called the attention of the court to the 24 & 25 Vict. c. 100, s. 45, which provides that in the case of criminal proceedings if any person shall have paid the whole amount adjudged to be paid, or shall have suffered the imprisonment, in every such case he shall be released from all further or other proceedings, civil or criminal, for the same cause." The only question, therefore, in the case at all open to argument was whether the words, "for the same cause," could be taken to have such a meaning as to allow of a distinction between a cause of action for the bare assault, and a cause of action for consequential damages, such as injury to clothes, medical attendance, &c. But it would seem that such a distinction cannot be drawn, and the learned Judge, with the concurrence of both parties, nonsuited the plaintiff, the three pounds paid into court to be paid out to the plaintiff. The latest case at all bearing on the construction of the statutory provision referred to is that of *Hartley v. Hindmarsh* (L. Rep. 1 C. P.), where a police magistrate, after hearing a case of common assault, ordered the accused to enter into recognizances, and pay the recognizance fee, but did not order him to pay any fine or be imprisoned, and an action having been subsequently brought for the same assault: Held, that this was not a conviction within the meaning of 24 & 25 Vict. c. 100, s. 45, and was not a bar to the action. It seems that in the case in the Ryde County Court, neither the conviction nor the payment of the fine was proved, the plaintiff submitting to a nonsuit. In the absence of such evidence, coupled with the fact of the payment into court by the defendants, the case could hardly have been withheld from the jury had the plaintiff's solicitor insisted on proceeding.

A DUBLIN solicitor having advised a client—a beneficiary under a will—to apply to the Landed Estates' Court with a view to the sale of certain property, part of the subject-matter of a suit to administer the estate devised by such will, has been directed to answer on affidavit for what, in the opinion of the Vice-Chancellor, amounted to a contempt of court. No doubt the petition to the

Landed Estates' Court amounted to an interference with the Chancery suit, and no doubt the Vice-Chancellor could have given all the relief or advantage sought to be gained by such petition, but inasmuch as such petition set out all the facts connected with Chancery proceedings, we feel that the judge of the Landed Estates' Court ought to have ordered the petition to be taken off the file. While solicitors are left to exercise a general discretion in the interests of clients, the so-called contempt of court by solicitors is almost a misnomer in the absence of conduct intended to be contemptuous and offensive.

THERE have of late been several instances in which the courts of quarter sessions in Ireland have shown their determination to uphold the rights of solicitors, who, as our readers are aware, have a right of audience in these courts. At the Queen's County Quarter Sessions (Ballinacorney Division) on the 7th inst., the chairman said that he believed some parties were in the habit of filling their own processes and putting the costs in the general costs. It should be known that persons doing such a thing were liable to a penalty of £100.

A QUESTION of much concern to solicitors has lately been before the Master of the Rolls, in the form of a summons, to refer a matter back to the taxing master to review his taxation of the costs of the applicants, Messrs. Morley and Shirreff, incidental to procuring a provisional order from the Board of Trade for the construction of a tramway from Ipswich to Felixstow, in Suffolk. It was submitted by the applicants that the master had improperly allowed costs at the rate of the charges made in the courts of law, whereas he ought to have allowed such costs upon the scale charged for procuring a private Bill to be passed through the Houses of Parliament. The ground on which the master had proceeded was that the work charged for was no in relation to proceedings in Parliament, but anterior thereto, and such as, had the preliminary inquiry failed, would never have resulted in any parliamentary proceedings. The Master of the Rolls decided that these bills of costs were not to be taxed according to the parliamentary scale, but according to the scale adopted in the courts of law. The summons was therefore dismissed. As our readers are aware, the proceedings necessary to obtain a provisional order, such as that in the case before us, savour rather of parliamentary than common law or any other kind of professional work. It is, in short, a more expeditious and less expensive mode of obtaining legislative sanction for the construction of works for public use, so much so indeed that in many cases Parliamentary agents are employed to obtain such provisional orders, some of the work connected with which—as, for instance, attendance in the Houses of Parliament to learn the position of the Bill in which a provisional order is comprised—is of the usual Parliamentary character. It seems manifestly unjust, especially in the face of the fact that the scale of charges allowed to solicitors for business in the law courts is frequently inadequate, that the remuneration for such responsible business as the above should be regulated by such an allowance as that directed.

WE notice with satisfaction that in a recent issue of the *London Gazette* the names of two solicitors appear as having undertaken the offices of trustees in liquidation proceedings. So long as the present Bankruptcy Act, with all its imperfections—growing in intensity almost daily—remains on the statute book, we are of opinion that solicitors should endeavour, as far as possible, to undertake the trusteeship in liquidation proceedings. It is not unusual for solicitors to undertake trusts of another and equally onerous and responsible character, and we think the interests of clients (creditors) frequently require that they should do so in cases of insolvency. Without discussing the reason why, it is a fact that in nine cases out of ten, perhaps we might say 99 cases out of 100, a debtor by liquidating practically gets a fresh start in the world, and creditors get no dividends worth having. Experience proves the working of the Act to be a complete failure, wrong in principle, costly in its working, and satisfactory to none except the so-called bankruptcy trustees whom it has created.

THE following are the classes in equity appointed to be held in the Hall of the Incorporated Law Society during the ensuing week: Monday, 4.30 to 6 o'clock; Tuesday, ditto; Wednesday, ditto. There will also be a lecture on Equity delivered on Thursday next from 6 to 7 o'clock, and to prevent interruption students will not be admitted after it has commenced. The present is a fitting opportunity to refer the council of the society to the announcement contained in an advertisement in our last issue to the effect that "seventy-five per cent. of the questions at a

recent examination were anticipated during the course of preparation" for the society's examinations. Without discussing the precise meaning of this statement, it certainly means cramming with a vengeance, than which nothing is more inimical to the future interests of the Profession. The successful development of such a system would imperil the stability of the Profession, which should be guarded in the interests of the public. There is no dearth of lawyers in our branch of the Profession, and no occasion for encouraging coaches, who are the means of turning loose upon the public men having but the most superficial knowledge of their professional calling. We repeat what we have urged before, —the examiners ought to be remunerated for their services.

THE evil effects of appointing barristers to the offices of solicitors to the public departments of the State, was recently evidenced in the case of *Jacobs v. Brett* (Justice). The defendant was represented by the Solicitor to the Treasury, and it being considered necessary in his interest that a writ of prohibition should be issued from the Petty Bag Office in Chancery, to stay the action in the Lord Mayor's Court, a firm of solicitors applied for and obtained such writ, acting really as agents for the Solicitor of the Treasury. In this way much needless expense is frequently incurred.

NOTES OF NEW DECISIONS.

MASTER AND SERVANT—SERVICE NOT ENTERED UPON—CONTRACT NOT IN WRITING.—Where a contract for service in husbandry is not in writing, and has not been entered upon, no proceedings can be taken to enforce it under the Master and Servant Act 1867. When such a parol contract is not to be performed within a year from the making thereof, the 4th section of the Statute of Frauds also prevents its being enforced by any means: (*Banks v. Crossland*, 32 L. T. Rep. N. S. 226. Q. B.)

PRACTICE—CROSS-EXAMINATION OF WITNESS—PAYMENT OF EXPENSES UNDER RULE 19 OF ORDER OF THE 5TH FEB. 1861—TAXATION.—Appeal from decree of Hall, V.C., refusing to make an order that the costs of producing a witness for cross-examination should be at once taxed and paid, holding that the taxation ought to stand over until the hearing. Held (reversing the decision of the Vice-Chancellor), that the plaintiff having been called upon to produce, and having produced, a witness for cross-examination, was entitled, *ex debito justitiae*, to have the expenses thereof forthwith taxed and paid: (*Richards v. Goddard*, 32 L. T. Rep. N. S. 213. Chan.)

PRODUCTION OF DOCUMENTS—COUNTRY SOLICITOR, PAYMENT OF—(TOWN AGENT—LIEN—NOTICE.—A client paid her country solicitor his bill of costs before receiving any notice that the town agent of the solicitor claimed a lien upon the documents in his possession for a balance alleged to be due to him from the country solicitor on accounts stated between them. Held, that the town agent's lien did not attach, and that he must deliver up all the documents in his possession: (*Vyse v. Forster*, 32 L. T. Rep. N. S. 219. V.C.B.)

ARBITRATION—MOTION TO SET ASIDE AWARD—INFORMALITY—LANDS CLAUSES CONSOLIDATION ACT 1845 (8 VICT. C. 18), ss. 36, 37, 68; COMMON LAW PROCEDURE ACT 1854 (17 & 18 VICT. C. 125), s. 17.—A reference to arbitration under the Lands Clauses Consolidation Act 1845 is not a reference by consent within the meaning of the 17th section of the Common Law Procedure Act 1854. *Ex parte Harper* (29 L. T. Rep. N. S. 77, 857; L. Rep. 18 Eq. 539) commented on. Where the amount of compensation for lands alleged to be injuriously affected was referred to arbitration under the 68th section of the Lands Clauses Consolidation Act 1845, and the umpire ascertained the amount, and awarded that the company "do pay" that sum: Held, that the latter part of the award was merely an error in form, and must be read as though it contained the additional words, "assuming the company is liable to pay," it not being within the jurisdiction of the umpire to decide the question of liability; and that the omission to set out such words did not make the award bad: (*Re Harper*, 32 L. T. Rep. N. S. 214. Rolls.)

CONTRACT—COMPROMISE OF SUIT.—The present defendants, as executors, propounded the will and codicil of their deceased testatrix in a suit in the Court of Probate, the grant of probate being resisted by the present plaintiff on various grounds. Upon the cause coming on for trial a compromise was come to in open court between the parties, who entered into and signed an agreement prepared by the counsel on both sides, in the following terms: "In consideration of the defendant withdrawing from opposition to proof of the will and codicils, the plaintiffs undertake to pay to the defendants within fourteen days the sum of £5850, and a further sum of

£750 for costs, and thereupon the defendants and the other residuary legatees will, if so required, release by deed all claim to the residue. Probate not to issue till after the payment of the above sums, and the case to be adjourned for that purpose. In default of payment of the above sums within the time specified, the defendants to be entitled to have the case called on for hearing, and to take a verdict by consent upon all the issues." Held, by the Court of Exchequer (Cleasby, Pollock, and Amphlett, B.B.), that the stipulated sums not having been paid, the plaintiff was entitled to maintain an action at law for their recovery, and that the final clause of the agreement providing for the taking a verdict in the Probate Court in default of payment of those sums, did not exclude or preclude the plaintiff's remedy by action for breach of the agreement: (*Smith v. Shirley and Baylis*, 53 L. T. Rep. N. S. 234. Ex.)

STOCK EXCHANGE—SALE OF PROSPECTIVE DIVIDENDS.—Although the subject matter of a contract is not recognised by the Stock Exchange Committee, and could not be enforced by them against the members, yet if a man authorise his brokers to deal in that subject-matter as agents for himself as an undisclosed principal, and they in consequence acting upon that authority pay in accordance with the contract, he must indemnify them. Bargains in prospective dividends are transactions which, by the rules of the Stock Exchange, the committee will not recognise nor enforce. Another rule says that every bargain must be fulfilled by the members in accordance with the rules, regulations, and usages of the Stock Exchange. It was proved that there is a usage by which brokers are bound to pay to each other the differences arising upon dealings in prospective dividends. A. instructed his brokers to sell his prospective dividends on certain railway stock, and they sent him a sold note, stating that it had been sold by his order, and subject to the rules and regulations of the Stock Exchange, payable on declaration of dividend, and they subsequently paid, in accordance with the usage, to the jobbers to whom they had sold it, the difference which became due to them when the dividend was declared at a higher figure than the sold price. Held, that A. could not refuse to indemnify his brokers, on the ground that their payment to the jobbers was voluntary and could not have been enforced, because the usages of the Stock Exchange were incorporated into the contract, and so the brokers were bound to pay: (*Marten v. Gibbon*, 32 L. T. Rep. N. S. 229. C.P.)

ROLLS' COURT.

Friday, April 16.

JACOB V. BRETT.

Mayor's Court—Prohibition—Jurisdiction.
ONE Henry Jacobs recently brought an action of libel in the Mayor's Court of London against Mr. Justice Brett, the alleged libel consisting in a written report by that learned judge to his brethren of the Court of Queen's Bench that Jacobs had fraudulently obtained an order from the Master by obliterating his Lordship's indorsement of "no order" upon a summons. The Court of Chancery having granted a writ of prohibition to restrain all further proceedings in the action against the defendant, on the affidavit of a third party that the whole alleged cause of action did not arise within the jurisdiction, Mr. Jacobs, in person, moved, yesterday afternoon, to set aside the writ on the ground that it was really obtained on behalf of the defendant, contrary to sect. 15 of the Mayor's Court Act 1857, which enacts that no defendant shall be permitted to object to the jurisdiction of the Mayor's Court in or by any proceeding whatever, except by plea.

C. S. C. Bowen, in opposition to the motion, stated that the writ had been issued on behalf of a stranger according to the present practice of the Court of Common Pleas; but

The MASTER of the ROLLS felt himself bound to regard the writ as the defendant's own; inasmuch as it was indorsed with the names of the defendant's solicitors; and directed the learned counsel to endeavour to meet the objection this morning.

This morning, accordingly, Bowen was heard in support of the writ, and, after a few words from the plaintiff in reply,

The MASTER of the ROLLS, after expressing regret that the plaintiff had not had the aid of counsel on the difficult and important question raised by the motion, entered upon an elaborate review of the authorities, and came to the conclusion that certain decisions of the Court of Common Pleas to the effect that the defendant in a suit in the Mayor's Court is the only person in the world who cannot apply for a prohibition to stay the proceedings against him, were not of such a character as to compel his Honour to follow them against the authority of the *dicta* of

the Judges in the well-known case of *Cox v. Mayor of London* (L. Rep. 2 H. L. 259). Being of opinion that the section above referred to was confined to objections to the jurisdiction taken in the Mayor's Court, and did not prevent a defendant in a suit in that court from moving for a writ of prohibition, he should refuse the motion.

HEIRS-AT-LAW AND NEXT OF KIN.

WILKINSON (Sarah, Stratholme, Blackwell, Durham.—Heir-at-law to come in by May 27 at the chambers of the M.B. June 17, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

BARNES (Tracey), Alveston, Warwickshire, widow. £22 1s. 5d. Three per Cent. Annuities. Claimant, said Tracey Barnes. Gibbs (Joseph), Puckelchurch, and Gibbs (Richard), Westleigh, Gloucestershire, yeomen. £105 17s. 10d. Three per Cent. Annuities. Claimants, Thomas Gibbs, Richard Gibbs, and William Hall, executors of Richard Gibbs, deceased, who was the survivor.

READ (John), deceased, Moulden, Beds, farmer; POIKTON (Francis), Codicote, Herts, baker; and RUST (John), Walkern, Herts, tailor. £75 4s. 3d. Three per Cent. Annuities. Claimant, John Pointon and William Read, joint executors of Francis Pointon, deceased, who was the survivor.

SWINBURNE (Thos. Robert), deceased, Marcus Lodge, Forfar, Major-General in H. M.'s Army, one dividend on the sum of £2000 New Three per Cent. Annuities. Claimant Joseph Dadds, surviving executor of Thomas Robert Swinburne, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

ALTON COAL, COKE, AND IRON CO. (LIMITED).—Petition for Winding-up to be heard May 1 at the M.B. BRITANNIA ENGINEERING CO. (LIMITED).—Creditors to send in by May 20 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Henry William Blackburn, Park-lane, Leeds, the official liquidator of the said company. June 1, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CATHERINE AND JANE LEAD MINING CO. (LIMITED).—Creditors to send in by May 20 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Pullman M. Evans, 2, Gresham-buildings, Basinghall-street, London, the official liquidator of the said company. June 1, at the chambers of the M.B., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BLACKWELL (Ann), Ellison-place, Newcastle-upon-Tyne, and Percy-gardens, Tyne, Northumberland, widow. M.B. 6. At Phillips, solicitor, Newcastle-upon-Tyne. May 27; M.B., at eleven o'clock.

BRADWELL (John), Southwell, Notts, bank manager. April 30; S. R. P. Shilton, St. Peter's Churchside, Nottingham. May 7; V.C. M., at twelve o'clock.

CLIFF (Wm. G.), Bernondsey Wall, Bernondsey, Surrey, and Cleveland House, Eltham-road, Kent, hairdressing and bonded warehouseman. May 17; Charles Harrison, jun., 19, Bedford-row, London. May 20; V.C. M., at twelve o'clock.

COATES (John W.), Pasture House, North Riding, York, Esq. May 18; Jos. Dadds, solicitor, Stockton-upon-Tees. June 1; M.B., at eleven o'clock.

GILBERT (Jas.), St. Arvan's Grange, Monmouth. May 8; Gilbert Price, solicitor, Aberavenny. May 22; V.C. H., at twelve o'clock.

LAW (Chas.), formerly of 16, Doughty-street, late of 11, Fellows-road, Haverstock-hill, Middlesex, architect surveyor. May 14; W. White, solicitor, 1, Raymond-buildings, Gray's-inn, Middlesex. May 31; M.B., at twelve o'clock.

MATTHEWS (Jos.), 59, Wardour-street, Soho, and 88, Leighton-road, Kentish Town, Middlesex, printer. May 27; H. B. Taylor, 5, Fumivall-inn, London. June 3; M.B., at twelve o'clock.

MARION (Guiseppa), 109, Upper Thames-street, 34, Fish-street-hill, and 32, Bishopsgate-street Without, The Pavilion, Primrose-hill, 189, High-street, Shoreditch, and 13, High-road, Knightsbridge, and 172 and 274, West-minster-bridge-road, London, confectioner and restaurant keeper. May 20; G. F. Parker and Locke, solicitors, 17, Finsbury-pavement, London. June 3; M.B., at twelve o'clock.

READY (Jas.), 30, Harleyford-place, Kennington-common, Surrey, gentleman. May 7; H. J. Baddely, solicitor, 345, Cable-street-east, Commercial-road, Middlesex. May 21; V.C. M., at twelve o'clock.

BOBEY (Wm. Lower East Smithfield, Middlesex. May 10; Greig and Mickle, solicitors, 5, Verulam-buildings, Gray's-inn, Middlesex. May 21; V.C. B., at twelve o'clock.

BOE (Dr. John R.), Bridgmore, Salop, surgeon. May 19; Jas. E. Hawksford, solicitor, 34, Carey-street, Lincoln's-inn, Middlesex. May 25; V.C. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALLEY (Rev. John P. de Courcy), D.D., Temple Cloud, Bristol. June 1; C. R. S. Hooper, solicitor, 32, Newgate-street, London.

ARNDSON (Jos. F.), Hastings, Sussex, grocer. June 13; Meadows and Elliott, solicitors, 32, Havelock-road, Hastings.

BARNES (Jas.), late of Lounston, Ilminster, and previously of Moor, Highweek, Devon, yeoman and seed merchant. May 18; Hooper and Michelmores, solicitors, Newton Abbott, Devon.

BARTER (Thomas), 13, Gay-street, Bath, Esq. June 24; Stone, Elmer, and King, solicitors, 18, Queen-square, Bath.

BASTIN (Geo.), Ballards Ash Farm, Wootton Bassett, Wilts, dairyman. May 11; Kinner and Tombs, solicitors, Wootton Bassett.

BEATTIE (Dr. William), M.D., 13, Upper Berkeley-street, Middlesex. July 1; Perkins and Western, solicitors, 9, Gray's-inn-square, Middlesex.

BROE (Eleanor), formerly of 51, Onslow-square, Brompton, late of 5, Onslow-gardens, Middlesex, spinster. May 20; Wynne and Son, solicitors, 46, Lincoln's-inn-fields, London.

BILSON (David), Newark-upon-Trent, Notts, merchant. June 1; Percy, Goodhall, and Brown, solicitors, Wheelwright, Nottingham.

BINGHAM (Thomas), 18, Frith-street, Soho, Middlesex, gold chain maker. May 11; Reed and Son, solicitors, 1, Guldhall-chambers, 31, Basinghall-street, London.

BRADLEY (William), Stockport, Chester, cotton spinner and manufacturer. June 2; William Smith, solicitor, Stockport.

BURNET (Rev. Thos.), D.D., 24, Lower Rock-garden, Brighton, Sussex. July 1; Rawlins and Divall, at Garton and Co., solicitors, 65, Gresham House, Old Broad-street, London.

CAPPER (Robert), Harrington Gore, near Hounslow, Middlesex, gentleman. May 20; Miss Emma Goodridge, at Summerlin and Heritage, solicitors, 12, Sise-lane, Queen Victoria-street, London, E.C.

CLARK (Dr. James), M.D., formerly of 2, St. Mark's-square, Regent-park, and afterwards of Regent-park-road, Middlesex, late of Lewisham-hill, Kent. June 1; Paines, Wigg, and Co., solicitors, 50, Lombard-street, London.

COLL (Susannah), 75, Marquess-road, Canonbury, Middlesex, gentlewoman. May 20; W. Ruck, solicitor, Grosvenor-court, Poultry, London.

COVENS (Henry), the elder, Haddington Villa, Bosh, near Cardiff, retired hotel keeper. May 21; Dakers, Spence, and Corbett, solicitors, 4, Working-street, Cardiff.

DEBT (Lancelot Wm.), Fern Acres, near Slough, Bucks, and 21, St. James's-square, London. Esq. June 15; Edward Dent, Esq., 12, Hyde Park-gardens, Middlesex.

DE VRIES (Jas. D.), Clarence Lodge, Bedford Park, Croydon, Surrey, Esq. May 15; Ford and Lloyd, solicitors, 4, Broom-bury-square, London.

DOUGLAS (Daniel), Lythmore, near Whitehaven, Cumberland, gentleman. June 2; J. Mason, solicitor, 67, Duke-street, Whitechapel, London.

DOWING (Isaac), Turner's-hill, Rowley Regis, Staffs, Esq. May 18; to his executors, at 118, High-street, Stourbridge, Worcester.

DOWING (Isaac), Turner's-hill, Rowley Regis, Staffs, Esq. May 18; Harwards, Shepherd, and Mills, solicitors, Stourbridge.

EDWARDS (William), Spalding, Lincoln, Esq. May 20; W. E. Edwards, solicitor, Aldershot, Hants.

FOULSTON (Eliza), Ryton Lodge, 22, The Boltons, South Kensington, Middlesex, and theretofore of Athenian Cottage, Tything of Compton Gifford, Devon, widow. May 21; Wm. Chubb, solicitor, 14, South-square, Gray's-inn, London.

GRAHAM (Hannah), Great Berkhamstead, Herts, widow. June 21; Messrs. Rixons, solicitors, 22, Gracechurch-church-lane, London.

GREENHALGH (William), Sharples, near Bolton, builder and timber merchant. May 20; Joseph Gerrard, solicitor, 2, Acacia-street, Bolton.

HABER (Ludwig), Breslau, Germany, and of Hakodate, Japan, Vice-consul for the German Empire at Hakodate. April 30; Victor von Bojanowski, at Fielder and Semm, solicitors, 14, Goddard-street, Doctor's Commons, London.

HENDRYCH (John), Stoke-under-Hamdon, Somerset, grocer and draper. May 11; John T. Nicholson, solicitor, South Petherton, Somerset.

HOCKIN (Henry E.), Northwoods, Frampton Cotterell, Gloucester, gentleman. June 1; Gribble and Goulden, solicitors, 14, Small-street, Bristol.

HOPKINSON (Emily C.), Scarthwaite, near Lancaster, widow. June 10; J. G. Hargreaves, solicitor, 47, North Bailey, Durham.

HORNBY (John), 65, Queen's-gate, South Kensington, Middlesex, and of Scotton, near Richmond, York, Esq. May 20; Wilson and Co., solicitors, 1, Cothall-buildings, London.

IMSON (Christopher), Woodside, near Horsforth, Gatesley, York, tanner. July 12; North and Sons, solicitors, 4, East Parade, Leeds.

KEMP (Ann), Spring Lodge, East Hothly, Sussex, widow. May 10; F. Holman, solicitor, St. Michael's, Lewes.

KIRBY (John), 10, St. Dunstons, Dorset, Esq. Middlesex, gentleman. May 20; John Letts, solicitor, 4, Bark's-buildings, Holborn, London.

LIVOLLO (Elizabeth), 8, Alexander-square, Brompton, Middlesex, widow. May 24; Anderson and Sons, solicitors, 1, Ironmonger-lane, Cheapside, London.

LISTER (Wm.), Raglan House, Moseley-road, Worcester, and 18, Bennett's-hill, Birmingham, coal agent. May 17; Geo. T. Smith, solicitor, 54, Ann-street, Birmingham.

LOPACH (William), formerly of New York, U.S., late of Weiden, Germany, gentleman. May 6; Paine and Hammond, solicitors, 16, Fumivall-inn, London.

MAXWELL (Thos.), Bull-street, Birmingham, boot and shoe maker. May 15; Tyndall, Johnson, and Tyndall, solicitors, 31, Waterloo-street, Birmingham.

MASON (Mary M.), 134, St. Owen-street, Hereford, widow. June 13; Jas. Davies, solicitor, 132, Widemans-street, Hereford.

MONTRON (Rev. Edwin C.), Dalton, York. May 5; L. E. Wraith, solicitor, Darwen.

MULLER (Edw. J.), Royal Hotel, St. Mary-street, Cardiff Glamorgan, hotel keeper. May 24; H. Heard, solicitor, 4, Trinity-street, Cardiff.

MYLER (Elizabeth), Medbourn, Aldenham, Hertford, widow, beerhouse keeper. June 15; R. B. Fugh, solicitor, Watford, Herts.

NOLAN (Juliana), 37, North-bank, Regent's-park, Middlesex, widow. May 15; Ward and Co., solicitors, 1, Gray's-inn-square, London.

NICKSON (Jas. T.), formerly of York House, Bath, hotel keeper, late of Kingston-upon-Hull, wine merchant. June 1; Moss, Lowe, and Moss, solicitors, 19, Parliament-street, Kingston-upon-Hull.

ORMEROD (George), Lytham, Lancaster, Esq. July 1; Broome, Murray and Co., accountants, 104, King-street, Manchester.

RICHARDSON (Thomas), Downham, Essex, farmer. June 1; E. Woodward, solicitor, 2, Ingram-court, Fenchurch-street, London.

RICKFORD (Hannah M.), 27, Oxford-terrace, Hyde-park, Middlesex, widow. May 31; Palmer and Co., solicitors, 4, Trafalgar-square, Charing-cross, Middlesex.

ROSE (Jas.), formerly of Calcutta, and a member of Parliament (May), formerly of Calcutta, and a member of Parliament, late of 6, Spring-gardens, Middlesex, Esq. Sept. 2; Mrs. Margaret Rose, 16, Norland-square, Baywater, London.

ROUTH (James), Hoath Bank, Wandsworth Common, Surrey, gentleman. May 31; Fellows and Brown, solicitors, 4, Lancaster-place, Strand, London.

RUSSELL (Mary), formerly of Calcutta, and a member of Parliament, late of 6, Spring-gardens, Middlesex, Esq. Sept. 2; Mrs. Margaret Rose, 16, Norland-square, Baywater, London.

SABINE (Chas. E.), Oswestry, Salop, solicitor. June 1; Mrs. E. C. Sabine, at Minshall and Parry Jones, solicitors, Oswestry, Salop.

SADLER (Edwd.), 20, Albert-street, St. Peter's, Cheltenham, tinman. May 1; W. Onslow Sole, solicitor, 2, Promenade-place, Cheltenham.

SAUNDERS (Samuel), Langham, Essex, gentleman. June 2; Messrs. Girdle and Son, solicitors, Colchester.

SHELDON (John T.), Yardley, Worcester, gentleman. May 20; Thos. R. T. Hodgson, solicitor, 15, Waterloo-street, Birmingham.

SHEPPARD (Frederick S.), 290, Kingsland-road, Middlesex, wholesale jeweller. June 1; Lewis and Watson, solicitors, 80, Gracechurch-street, London.

SILK (Robert), sen., 8, Long-street, Middlesex, coach builder. May 31; Tippetts, Son, and Tickle, solicitors, 4, Great St. Thomas Apostle, Queen-street, London.

SKELTON (John), 5, South-crescent, Bedford-square, Middlesex, Esq. May 12; Piesse and Son, solicitors, 15, Old Jew-chambers, London.

SKETCHLEY (Rev. Alexander E.), D.D., Vanstaiter House, Greenwich-road, Kent. June 2; E. W. and V. Paine, solicitors, 1, Lincoln's-inn-fields, London.

STACEY (Edmund J. E.), 80, Brecknock-road, Camden-road, Middlesex, clerk in the Bank of England. May 13; Gadsden and Treherne, solicitors, 24, Bedford-row, London.

STANMAN (Robert S.), Sharnbrook, Bedford, surgeon. May 1; M. R. Sharman, solicitor, Wellingborough, Northamptonshire.

STEELE (Dr. Jas.), M.D., Priory Lodge, Cheltenham, Esq. June 1; A. D. G. Palmer, solicitor, Essex House, Cheltenham.

ST. JOHN (Rev. Henry St. Andrew), formerly of 3, Croft-terrace, Tenby, Pembroke, late of Pembroke House, Redhill, Surrey, Vicar of Hilton, Dorset. June 15; Hunters, Gwathin and Co., solicitors, 9, New-square, Lincoln's-inn, London.

THORNDIKE (Andrew S.), Southampton, gentleman. June 24; Stead, Tylee, and Potter, solicitors, Romsey.

TOWERS (Mary), Langford, Notts, spinster. June 1; Newbald and Falkner, solicitors, Lombard-street, Newark-upon-Trent.

TOWERS (Thos.), Langford, Notts, farmer. July 1; Newbald and Falkner, solicitors, Lombard-street, Newark-upon-Trent.

VALLLOTTON (Ann M.), 32, Somerset-street, Portman-square, Middlesex, widow. May 31; Reed and Lovell, solicitors, 1, Guildhall-chambers, London.

WATKINS (George), East Martin, Wilts, farmer. May 27; Davy and Dary, solicitors, Ringwood.

WARREN (Dr. Henry), 39, The Terrace, Milton-next-Gravesend, Kent, surgeon. June 1; F. Ayerst, solicitor, 2, Great College-street, Westminster, Middlesex.

WARNER (Edw.), 60, Grosvenor-place, Middlesex, and of Highams, Woodford, Essex, Esq. June 1; Sewall and Edwards, solicitors, Gresham House, Old Broad-street, London.

WATTS (John), White Horse-lane, Stepney, Middlesex, timber merchant. May 15; Gellatly and Co., solicitors, 2, Lombard-court, London.

WOOLTON (John), the younger, Rayleigh, Essex, brewer and maltster. May 15; Geo. Wood and Son, solicitors, Rochford, Essex.

WRIGHT (Bryce McMurdo), 9, Penn-road-villas, Holloway, and Great Russell-street, Bloomsbury, Middlesex, mineralogist. May 31; Chas. E. Strong, solicitor, 41, Jerwin-street, Cripplegate, London.

REPORTS OF SALES.

Thursday, April 15.

By Messrs. BUTCHER and BOWLER, at the Mart.
Clapham-road.—No. 11, Albert-square, term 64 years—sold for £780.

Kentish-town.—No. 87, Carlton-road, term 75 years—sold for £1100.

City-road.—No. 6, Oakley-crescent, term 67 years—sold for £220.

By Messrs. HARDS, VAUGHAN, and JENKINSON, at the Mart.
Kent, Dartford.—The residence, Gartley-house, and three acres, term 21 years—sold for £450.

New-croft.—Nos. 116 and 118, Amersham-road, term 68 years—sold for £215.

No. 62, Napier-street, term 69 years—sold for £170.

By Messrs. NEWSON and HARDING, at the Mart.
Hampton-road.—No. 51, Arlington-street, term 62 years—sold for £285.

Islington.—Nos. 54 and 55, Gibson-square, term 52 years—sold for £1000.

Fulham.—No. 1, Clyde-road, term 90 years—sold for £230.

Kingsland.—Nos. 7 and 9, Kingsbury-road, term 76 years—sold for £255.

By Messrs. WINSTANLEY and HORWOOD, at the Mart.
Fulham.—No. 4, Star-place, freehold—sold for £250.

Westminster.—"The Rambler's Rest" public-house, term 64 years—sold for £215.

Chelsea.—No. 25, 26, and 27, Cadogan-street, term 25 years—sold for £1020.

No. 28, Cadogan-street, term 28 years—sold for £345.

Nos. 32 and 33, Marlborough-road, term 16 years—sold for £215.

No. 34, Marlborough-road, term 17 years—sold for £245.

MAGISTRATES' LAW.

ISLE OF ELY QUARTER SESSIONS.

Wednesday, April 7.

(Before Mr. J. K. FRYER, Chairman, and other Justices.)

SNUSHALL v. HARPER.

Bastardy Act—Sessions at which appeal to be tried.

THIS was an appeal against an order of affiliation made by the Justices of the borough of Wisbeach, on March 24.

Horace Brown (instructed by *S. Ollard*, Wisbeach) for appellant.

C. G. Heathcote (instructed by *T. M. Wilkin*, Lynn) for respondent.

Heathcote submitted to the court that the appeal could not be heard, as the appellant had come to the wrong quarter sessions. By 7 & 8 Vict. c. 101, s. 4, it is enacted that the putative father may appeal "to the general quarter sessions of the peace, to be holden after the period of fourteen days next after the making of the said order." The Act required that there should be fourteen days between the making of the order and the hearing of the appeal, that quarter session was held on the fourteenth day, and could not therefore hear the appeal.

Horace Brown referred to the opinion of *Saunders*, in his *Practice of Affiliation*, 6th edition, p. 128, in which he says, "Should the order be made on 1st Jan. the defendant cannot appeal to any session earlier than the 15th of that month."

The CHAIRMAN said that with all due respect to the opinion of Mr. *Saunders*, the court felt bound by the Act of Parliament, and declined to hear the appeal for want of jurisdiction.

It is a well-known fact that the most eminent members of the medical profession have unequivocally pronounced against the use of gas, as injurious to both health and sight. It is therefore recommended that for purposes of daylight Chappuis' Patent E-lectors should be adopted. Particulars of the invention may be obtained at 80, Fleet-street, London.—[Advrt.]

COMPANY LAW.

INSURANCE COMPANIES AND THEIR CUSTOMERS.

AN important question on a policy of life insurance was decided in the beginning of the year by the Irish M. R. (Sullivan):—

For the purpose of effecting a life policy, a proposal was made to an insurance company, containing a declaration, which was to form the basis of the contract, that if any untrue averment were made in the proposal, or in answer to questions put by the company's medical officer, the policy should be void. A bill having been filed by the company for the cancellation of the policy, as having been obtained by fraudulently misstating, in the proposal, that the life had not been proposed to and rejected by any other office, and, in answer to the medical officer, that the assured was of temperate habits, a motion was made to restrain an action at law upon the policy, brought by an assignee thereof.

It was held that the court had full jurisdiction to restrain the action, but that the case would be more suitably tried at law before a jury, and so that the motion should be refused.

In giving judgment his HONOUR said: That the court has jurisdiction to entertain this bill I entertain not a shadow of doubt; but I doubted very much on this point—whether on a bill averring fraud, not merely in reference to the suppression of the fact of there having been a proposal to the other insurance office (a fact that may be proved by the written proposal), but fraud, with regard to the material fact as to his habits being temperate, I should restrain the action at law. I would require authority for the principle that this court should withdraw from a court of law such a question as to whether he was of temperate habits, and whether he fraudulently suppressed this fact, as I should have thought that this was a case to be tried at law, and was a question for a jury above all others.

The peculiarity of this fact is this: the company do not require that fraud should be proved, on the authorities, in order to make this case; they have his declaration, that if any untrue statement is contained in his proposal or answers to their medical officer, the policy is void; and it is established by the authorities, beyond doubt, that where the matter is material to the effecting of the policy, if the answer is untrue it makes no difference whether the untrue statement was fraudulent or not. Indeed, the authorities at law go so far as to establish that even if the answers are as to immaterial facts, yet, if they have been made matter of warranty the policy is void. I must deal with the bill as a whole; and, when I come to test the matter, I find a sound basis on which I may decide this case. The decision in *Hoare v. Bremridge* (L. Rep. 14 Eq. 522; 1b. 8 Ch. 22), to which I have been referred, does not rest merely upon the high authority of the three remarkable men by whom that case was decided, but rests upon the correct and perfect reasoning of Lord Selborne, which is demonstrative than an injunction should not be granted in a case like the present. There it appeared that the Sun Life Assurance Company had issued a policy, effected on the life of Mrs. Formby by the defendant, who sent a proposal very similar to that in the present case. It put a number of material questions, and contained a declaration that if any untrue averment were made in it, or if any of the statements did not set out fairly the state of her health or habits, the policy should be void. The bill averred that Mrs. Formby was not in a good state of health, and that she had been suffering from a serious disease, and it was alleged that she was aware of the state of her health, and that she did not inform the society that she was still suffering from disease. It is impossible to see any distinction between that case and this—if you put intemperate habits in place of the disease this lady was suffering under. The Vice-Chancellor had refused the injunction. Lord Selborne says: "We all think that there is no sufficient ground in this case for differing from the decision of the learned Vice-Chancellor. Not having heard the counsel on the other side, we do not, of course, decide, but we assume, what is undoubtedly our own impression, according to our views of the law, that there is a good equitable case stated in the bill, which, if proved at the hearing, and not displaced, would entitle the plaintiffs to a decree. I have always understood the law of this court to be, as explained by Lord Cottenham, in the case of *Simpson v. Lord Howden* (3 My. & Cr. 97), that if there be a legal defence to a written instrument, depending upon facts not appearing upon the face of the instrument, the party charged on that instrument with some liability may come into a court of equity to get rid of it, notwithstanding the legal defence, because the evidence of those extrinsic facts, upon which the defence depends, might not be forthcoming at all times, and under all circumstances. That would

apply even, perhaps, to cases that were not strictly cases of fraud. But, independently of that, where a case of fraud is alleged, this court has an original and unquestionable jurisdiction. We proceed, therefore, upon the ground that this court would have jurisdiction to deal with such a case as this at the hearing." Lord Selborne goes through the authorities, which I shall not presume to review. They have, also, been considered in this country in the case of *Scottish Amicable Society v. Fuller* (Ir. R. 2 Eq. 53). The discretion to be exercised by the court, in cases of this kind, is one guarded and limited by very strict rules and principles, one of which principles is this—that if the case is one more properly to be tried at law—if it is better suited for the jury in a court of law—it ought to rest there, and the plaintiff will not be deprived of his right to have the case so tried. But it was said: the parties have filed no answer; we are left in the dark about their case. Lord Selborne does not disapprove of such a procedure in a similar case. Lord Selborne says in *Hoare v. Bremridge*, "It has been suggested by the Solicitor-General that in this case there is no conflict of evidence, but that argument seems to me to assume that the question of merits must be tried on the interlocutory application, and for the purpose of that application, in order to determine the question of the forum in which the trial is to take place, such a course as that would be highly inconvenient." It was also suggested that this was a preferable tribunal to that of a jury. I cannot assume that a jury would go wrong in trying this action. As regards the matter of the habits of intemperance, the first question, as presented on the statements of the bill is, whether A. B. was a man of intemperate habits? second—whether he fraudulently suppressed that fact?—one of the most difficult questions for any judge to decide; nay, even with the aid of a jury, it is a question of the greatest difficulty. I am, therefore, clear, both upon principle and upon authority, that an injunction should not be granted; and I refuse the motion, with costs.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

DOMICILE—MARRIAGE SETTLEMENT—DIVORCE IN TURKEY.—A. being domiciled in Turkey was married in London to B. an Englishwoman. Previously to the marriage a settlement was made, in English form, of property belonging to A. on B., her daughter by her former husband, and her issue by A. After the marriage A. and B. went to reside in Turkey, and children were born to them. After some time B. returned to this country with her children, and during her absence, and without giving B. notice, A. obtained a divorce which was good according to Turkish law. A. afterwards died. Held that the settlement was an English one, and to be construed according to English law, and that the court would not under the circumstances take into consideration the Turkish divorce, and its effect on the settlement according to Turkish law: (*Collis v. Hector*, 32 L. T. Rep. N. S. 223. V.C.H.)

TESTAMENTARY SUIT—ISSUES—TESTATOR'S KNOWLEDGE OF CONTENTS OF WILL.—There is no positive and unyielding rule of law, that if a will has been read over to, or read by a capable testator, he must necessarily be taken to know and approve of the whole of the contents of it; but the fact must be determined by the evidence in the particular case. In a case in which a jury found that a testator was of sound mind and understanding, and knew and approved of the contents of his will, but did not know and approve of the contents of the residuary clause: Held (reversing the judgment of the court below), that a rule to set aside the verdict, on the ground of misdirection on the part of the judge who tried the case in not bringing the above-mentioned alleged rule of law to the notice of the jury, should be discharged. *Atter v. Atkinson* (20 L. T. Rep. N. S. 404; L. Rep. 1 P. & D. 665), and *Guardhouse v. Blackburn* (14 L. T. Rep. N. S. 69; L. Rep. 1 Prob. & Div. 69) explained: (*Fulton and others v. Andrews and others*, 32 L. T. Rep. N. S. 200. H. of L.)

REDEMPTION SUIT—AGREEMENT TO COMPROMISE—MOTION TO ENFORCE.—Plaintiff filed a bill to redeem mortgaged premises consisting of a brickfield, and plant, and stock, defendant mortgagee being in possession. An agreement for compromise was entered into, plaintiff to pay a certain sum by a given day and defendant to hand over the property on payment, defendant meanwhile to carry on the business, keeping an account, and both parties to execute all necessary documents. The sum not being paid by the day appointed, defendant moved to have the agreement enforced, or that plaintiff's bill might be dismissed. Defendant had in the mean time sold some of the bricks, and had parted with some of

the plant and tools. Held, that the agreement might be enforced by motion, and plaintiff ordered to pay the amount into court, less the value of the plant and tools: (*Pryor v. Gribble*, 32 L. T. Rep. N. S. 238. V.C.M.)

LAW STUDENTS' JOURNAL.

EASTER EXAMINATION, 1875.

GENERAL EXAMINATION of Students of the Inns of Court, held at Lincoln's-inn Hall, on the 6th, 7th, and 8th April 1875.

THE Council of Legal Education have awarded to—

Bellingham, Alan Henry, Esq., of Lincoln's-inn;
Birley, Francis Hornby, Esq., of the Inner Temple;
Biss, William Charles, Esq., of Lincoln's-inn;
Bromfield, Samuel Worthington, Esq., of the Inner Temple;
Bruce, Alexander Carmichael, Esq., of Lincoln's-inn;
Daniell, James Whiteman, Esq., of the Inner Temple;
Dé Brajendranáth, — Esq., of the Middle Temple;
Green, Samuel, Esq., of the Inner Temple;
Harris, Seymour Frederick, Esq., of the Inner Temple;
Hewetson, Joseph Hyacinth, Esq., of the Inner Temple;
Hill, John Robert Darlop, Esq., of the Inner Temple;
Humphry, Alfred Paget, Esq., of Lincoln's-inn;
Jones, Edwin Esq., of the Middle Temple;
Knott, John Reginald Stanhope, Esq., of the Middle Temple;
Lamb, Joseph Chatto, Esq., of the Inner Temple;
Larcom, Arthur —, Esq., of the Inner Temple;
Lawson, William Hastings, Esq., of the Middle Temple;
Madden, William Henry, Esq., of the Middle Temple;
Monnington, Walter, Esq., of the Inner Temple;
Neville, Hugh, Esq., of the Inner Temple;
Paine, Tyrrell Thomas, Esq., of the Inner Temple;
Parnell, Henry Tudor, Esq., of Lincoln's-inn;
Perkes, Richard Moon, Esq., of the Inner Temple;
Purcell, Edmund Desanges, Esq., of the Middle Temple;
Robin, Charles Janverin, Esq., of the Inner Temple;
Rodwell, William Hunter, Esq., of the Middle Temple;
Scott, Henry Alan, Esq., of the Inner Temple;
Sington, Alfred, Esq., of the Inner Temple;
Smith, William James, Esq., of Lincoln's-inn;
Tebbutt, Neville, Esq., of Lincoln's-inn;
Tyabjee, Abbas Shumsodeen, Esq., of Lincoln's-inn;
Twamley, Zacariah, Esq., of the Inner Temple;
Walshe, Holwell Hely Hutchinson, Esq., of Lincoln's-inn;
Williams, James —, Esq., of Lincoln's-inn;
Williams, Thomas Goddard, Esq., of the Middle Temple; and
Woodhouse, Samuel Henry, Esq., of Lincoln's-inn;
Certificates that they have satisfactorily passed a public examination.

By Order of the Council,

(Signed) JAS. ANDERSON,

Chairman, *pro tem.*

Council Chamber, Lincoln's-inn,
14th April 1875,

COUNTY COURTS.

BARNET COUNTY COURT.

(Before J. WHIGHAM, Esq., Judge.)

Feb. 23, and March 23.

COATES v. BRUCE; BOWER v. BRUCE; AND HUNT AND ANOTHER v. BRUCE. Mrs. BRUCE (wife of the judgment debtor) claimant in interpleader summons.

Construction of correlative sections in unrepealed parts of statutes—High bailiff's duties—Costs. MR. AND MRS. BRUCE were represented by Yardley.

Francis Turner appeared for Coates; Wells for Bower; and Beaumont for Hunt and another.

The interpleader issues were tried at great length on 23rd Feb., and resulted in a judgment for the execution creditor in each case, with costs to be paid by the claimant.

The high bailiff, at the request of the judgment debtor and the claimant, as also of their attorney, had expended considerable moneys for the keep of certain milch cows, part of the property seized. The claimant had made no deposit with the bailiff either of the value of the property

claimed, or of the charges for keeping possession till such time as the judge's decision as to the validity of the claim should be obtained.

The several plaintiffs protested against any costs being allowed out of the proceeds of the seizure to the officers executing the process, in priority to the plaintiffs' claim for their debt and costs. It was the duty of the high bailiff (they said) to have realised at once, and they contended, on the authority of an opinion expressed by the authors in Shortt and Jones' County Court Acts (published by Cox, 1868), that sect. 72 of 19 & 20 Vict. c. 108, relating to claims made under sect. 118 of the Act 9 & 10 Vict. c. 95, had been deprived of all force.

The learned judge said he would consider the effect of the various sections of the statutes relating to the subject, and the authority cited, and give his decision in the court on 23rd March.

March 23.—Wells mentioned these cases, and said that he had communicated with the legal gentlemen who had been engaged in them except Mr. Beaumont, and they concurred in the application he was about to make, which was with reference to the costs. As far as he was concerned they withdrew any objection to the high bailiff being paid for the keep of the animals for five days, seeing that it was very doubtful as to whether the 72nd section of the Act of 1856 was repealed. An order was made that Mrs. Bruce should pay the costs, and the application he now made was that the costs should come out of the money in court, especially as there might be some difficulty in recovering the money from Mrs. Bruce.

His HONOUR said: In the case of the interpleader summonses disposed of last court-day (wherein Mrs. Bruce, the wife of the defendant in the three several claims, was the claimant of the cattle and effects taken in execution, and the plaintiffs were the several judgment creditors in the interpleader), I found that the cattle and effects at the time of the seizure were not the property of Mrs. Bruce, the claimant, but were the property of Mr. Bruce, the defendant, the judgment debtor. The high bailiff, on suing out the interpleader summons, seems to have followed the usual course. He gave notice according to the provisions of the 72nd section of the statute 19 & 20 Vict. c. 108 (the County Court Act of 1856), that the claimant might deposit with him either the value of the cattle and effects claimed to be paid by him into court, to abide the judge's decision upon the claim; or the sum chargeable by him as costs for keeping possession of the cattle and effects till the judge's decision should be given. The enactment adverted to goes on to direct that in default of the claimant so doing—depositing the value of the goods or the sum for keeping possession—the high bailiff shall sell the effects seized as if no claim had been made, and shall pay into court the proceeds of the sale, to abide the judge's decision as to the property in the effects seized. The claimant, Mrs. Bruce, by her notice of 19th Feb. 1875, in *Coates v. Bruce* (one of the interpleader proceedings), claims the three cows seized by the high bailiff as her own sole and separate property, under an alleged deed of gift of 14th Sept. 1874, from her sister-in-law, sister of Mr. Bruce, the defendant, one Mrs. Elizabeth Gordon, of Aberdeen, widow. And Mrs. Bruce also gives notice of her claim of £50 from the high bailiff and Mr. Coates, the judgment creditor, for damages consequent on the execution, and Mrs. Bruce states the grounds of her claim that the high bailiff, at the instance of Coates, wrongfully seized the three cows, then well knowing the cows to belong absolutely to her; also for damages, for that the high bailiff, at the like instigation of Coates, wrongfully kept possession of the three cows, and deprived Mrs. Bruce of the milk, &c., and caused her to expend and become liable for heavy costs and expenses in supporting her claim, and in arranging to prevent the high bailiff from proceeding to a sale of the cows as he otherwise threatened to do, and would have done. The question of the property in the cattle and effects seized in execution being decided against the claimant and in favour of the several judgment creditors, the subject of the costs next comes to be considered. The existing enactments on the subject of interpleader are comprised in the statute 30 & 31 Vict. c. 142, s. 31 (see it *in extenso*). The earlier enactments on the same subject in the statute 9 & 10 Vict. c. 95, s. 118, are repealed by sect. 33 and schedule C, 30 & 31 Vict. c. 142. But the enactments in the statute 19 & 20 Vict. c. 108 (the Act of 1856) s. 72 are not by any express enactments repealed. It was contended alike by the several plaintiffs in the claims, and by the claimant in the interpleader as against the high bailiff, that the provisions of sect. 72 of the statute, 19 & 20 Vict. c. 108, are virtually and in effect repealed by sect. 33 and schedule C of the statute 30 & 31 Vict. c. 142. But I do not think that such is the case. Whatever benefit may accrue to the parties to plaintiffs, and whatsoever benefit or duty may devolve on the high bailiff by sect. 72 (19 & 20 Vict. c. 108) still remains. The division of a statute into

sections and sub-sections is a mechanical or technical arrangement for convenience in reading and classifying the enactments, as the use of punctuation is for rendering assistance to the eye in dividing the parts of a sentence. Neither the division by sections nor the punctuations of sentences in an Act of Parliament are to be treated as a part of the substance and enactments of the statute. The repeal of the whole of the section numbered 118 of the statute 9 & 10 Vict. c. 95, is absolute (30 & 31 Vict. c. 142, s. 33). But reverting to the statute of 1856 (19 & 20 Vict. c. 108), the section numbered 72 is not repealed. It enacts, with unnecessary precision and redundancy of description, that where any claim shall be made (under sect. 118 of the Act of the 9th and 10th years of the reign of her present Majesty) to or in respect of any goods taken in execution under process of a County Court, the claimant may make deposit of the value of the effects or of the costs of keeping possession in the same manner as has more recently been enacted in the statute 30 & 31 Vict. c. 142, s. 31. The words "under sect. 118, 9 & 10 Vict. c. 95" are redundant and unnecessary. The subject matter of the enactment is that where any claim shall be made to or in respect of any goods taken in execution under the process of a County Court the claimant may deposit, &c., and the enactment is still subsisting. The costs of the high bailiff shall be such as he is entitled to, as if he had sold as in a case of no claim made; and such costs shall come out of the moneys paid into court, the proceeds of the execution. Then the several plaintiffs shall, in accordance with the usual course, be entitled out of the proceeds of the levies to debt and costs. In the event of the proceeds of the execution sufficing for the purpose, such ulterior costs (to be ascertained in the usual way) shall be paid to the high bailiff or plaintiffs, as they may be entitled to. But in default of the proceeds of the execution being sufficient for such purposes, I direct that the costs beyond what the proceeds of the levy will bear, shall be charged against the claimant, Mrs. Bruce, to be recovered as may be expedient.

BRADFORD COUNTY COURT.

Feb. 12, and March 5.

(Before W. T. S. DANIEL, Q.C., Judge.)

RAW v. ROBINSON AND ANOTHER.

A usage in the Bradford piece trade holding a person liable for defects in work done in an early stage of manufacture, but not discovered till the piece is finished, is good in law if the work be discovered when done, and the defect be not then discoverable; but if the work be accepted without examination, and then subjected to other processes involving expense, the usage does not apply, for such a usage would be unreasonable, and therefore bad, and there being no fraud, the rule *Caveat emptor* would apply. If a manufacturer has goods returned by a merchant for defect in manufacture, for which he might claim damages from the person who was originally answerable for the defect, he receives back the goods and resells them to the same merchant at a lower price without the consent of the person answerable for the defect, such resale is a discharge in law of that person's liability.

Berry (Berry and Robinson), Bradford, for plaintiffs.

J. G. Hutchinson, Bradford, for defendants.

His HONOUR.—This action is brought to recover the sum of £37 10s., for damages sustained by the plaintiffs, for that the defendants in breach of their contract to dye for the plaintiffs sixteen warps, did so negligently, carelessly, and improperly conduct themselves in the premises, that the said warps would not sustain the after processes to which they, to the knowledge of the defendants, necessarily had to be subjected, and the plaintiffs sustained loss to the amount aforesaid. The plaintiffs are stuff manufacturers, carrying on business at Waterloo Mills, Bradford; the defendants are dyers, carrying on business at the Preston-street Dye Works, in Bradford, and the claim of the plaintiffs rests upon an alleged usage in the Bradford piece trade, the precise nature of which usage it will be necessary to determine in order to ascertain how far it is good in law, and if good, whether the defendants have been released from liability under it by the course adopted by the plaintiffs. The circumstances out of which the present claim has arisen are as follows: In Feb. 1874, the plaintiffs entered into a contract with Greenwood White to manufacture for him 100 pieces of Orleans, to be delivered in the grey at 39s. per piece. For the purpose of executing this contract the plaintiffs procured from a warp manufacturer sixteen warps, which were sufficient for weaving ninety-six pieces, and sent these warps to the defendants to be dyed black. The defendants must be taken to have known the purpose for which the warps were required, and to which they would be applied, and to have entered into an implied

warranty that the warps should be so dyed as to be reasonably fit for the purpose for which they were intended. The cases of *Jones v. Bright* (5 Bing. 533), *Brown v. Edgington* (2 M. & G. 279), and *Jones v. Just* (L. Rep. 3 Q. B. 197), appear to me to justify this view of the defendants' original liability. The sixteen warps when dyed were returned by the defendants to the plaintiffs at different times. The plaintiffs contracted with two firms of weavers to weave the pieces on commission: Messrs. Marjoribanks, of Cowley, to whom they sent five of the warps; and Messrs. Smith and Son, of Keighley, to whom they sent the remaining eleven warps. The pieces woven from these warps were at different times returned by the weavers to the plaintiffs, and by them sent as received to White, the purchaser; and the whole ninety-six pieces were delivered to White in the grey by the 15th April. He, as he received the pieces from the plaintiffs, sent them to his dyers to be dyed in the piece and finished, and the pieces thus dyed and finished were all returned to White by the 30th April, and he then for the first time examined them. In his examination before me he stated that his practice was never to examine goods in the grey, and he did not examine these pieces in the grey; but following his usual practice, sent them at once to the piece dyer to be dyed and finished. All the pieces were returned from the piece dyer by the 30th April. The whole 100 pieces, consisting of the ninety-six pieces woven from the sixteen warps dyed by the defendants, and the four pieces which the plaintiffs had in stock, were then forwarded by White to his customer, and rejected as being stripy, and, therefore, uneven in colour; and this stripiness was in the line of the warp. White then informed the plaintiffs of his customer's objection, produced the goods for their examination, and required them to take the goods back. In my opinion the plaintiffs might have objected to do so on the ground that by accepting the goods in the grey, and forwarding them to the piece dyer without examining them, White had made them his own; because it was his duty to examine them, and by not examining them he rendered it impossible to ascertain with certainty whether he could have discovered the defect before incurring the further expense of dyeing the pieces. The plaintiffs, however, submitted to White's demand, and had the pieces examined, and in such examination, which would appear to have been fairly conducted by a warp dyer and a piece dyer, and the defect being in the dyeing, and not in the weaving or spinning, an opinion was given that the fault was in dyeing the warp, and not in dyeing the piece. The plaintiffs then communicated with the defendants upon the subject, and they had an opportunity of examining the pieces, and took one away for the purpose of submitting it for examination to a person of their own selection. It was examined accordingly, and after examination the defendants returned it to the plaintiffs, stating they admitted that the piece was defective in the dyeing, but alleged that it could not then be ascertained whether the defect was in the warp dyeing or in the piece dyeing, and they denied their liability to make good the damage claimed by White. In this state of things I apprehend it was the duty of the plaintiffs, if they intended to maintain their right against the defendants, to have invoiced the goods to them, and give them notice that the goods would thenceforth remain at their risk. Instead, however, of doing this, the plaintiffs permitted White to settle the matter with the purchaser from him, and such settlement was effected by White, allowing to the purchaser 3s. 6d. a piece upon 100 pieces in the grey, amounting to £17 10s., and 4s. a piece for dyeing 100 pieces black amounting to £20, together £37 10s. The plaintiffs assented to this arrangement, and paid or allowed White the £37 10s., and then sent the account to the defendants and demanded payment of that sum from them. The defendants immediately returned the account, with the following letter: "We beg to return note, which does not belong to us. The warps we dyed for you were all right when we delivered them to you; if they had been stripy they could have been seen in the warp, in which case you ought to have called our attention to them before weaving them into goods. It is impossible we could have spoiled them being dyed at three different times with other parties' warps of which we have not had a single word of complaint, and we are not responsible for any work after being manufactured into goods and passed through the process of finishing, by which process goods can be spoiled; it is not reasonable." This letter, in plain and business-like terms, fairly raises the issues which the defendants would have a right to have tried between the plaintiffs and themselves, but which trial the plaintiffs have rendered impossible by the course which they have adopted with White. The pieces have been sold and only one piece, selected by the plaintiffs, has been preserved as a sample. The issues may be thus stated: Were the warps as originally dyed, defectively dyed? If they were, could the defects have been dis-

covered on examination with ordinary care by a competent person before the warps were used for weaving. If the defects could have been discovered on such examination, then, in my opinion, they ought to have been returned, or the warp dyer's attention called to the defects, so that if the warps were used for weaving, the expense of weaving and the result would be at his risk, and this would have involved the liability of his taking the goods in the grey, assuming that there were no defects in the woven piece attributable to the weaver or the spinner. Whether, if the defects existed, but so as not to be discoverable on examination with ordinary care, the liability of the warp dyer would continue till the warp had been used in the loom, and would then extend to the woven piece, would depend upon the usage alleged to exist in the Bradford trade, and which I have on former occasions considered to be established, and now consider to be a reasonable usage and good in law. But it is plain that that usage could not come into force as against the warp dyer without showing that an examination properly conducted with ordinary care had been made, and this was not shown to have been done. For a usage to continue through subsequent processes, a liability for a defect which might have been discovered on proper examination at an earlier stage would, in my opinion, be unreasonable, and, therefore, not good in law. When the manufacturer receives dyed warp it is his duty, if he intends to rely upon the usage as against the dyer, to examine the warps to see if there are any discoverable defects in them. And the evidence in this case showed that this could be done, and according to the experience of one of the defendants nothing was done, and therefore ought to be done. When the goods are completed and delivered in the grey the manufacturer ought to examine them to see if there be any defects attributable to the weaver, the spinner, or the dyer, when the manufacturer is not his own weaver, spinner, or dyer, and the party in fault should have the opportunity of judging whether he will take to the goods or run the risk of the expense of the subsequent processes of piece dyeing and finishing. And if he omit such examination, he cannot, in my opinion, claim the benefit of the usage. And so, when goods are sold by the manufacturer in the grey, the purchaser from him, if he intend to rely upon the usage, is bound to examine the goods, and if he does not the rule *caveat emptor* applies to him, and he cannot complain of any defects which might have been discovered on examination, and if no examination be made, and defects are afterwards discovered in the finished piece, he has rendered it impossible to ascertain with certainty whether these defects could or could not have been discovered on examination in the grey; he has changed what ought to have been a matter of fact into a matter of opinion, and this to the prejudice of the absent party, who is sought to be charged. At the close of the hearing of this case, I intimated my view of the judgment, I should feel it to be my duty to direct to be entered, namely, a nonsuit without costs, and I have given my reasons at the request of the advocates for the parties, that they know the view I take of this usage in the Bradford trade, and what it involves, and my view can be corrected if wrong. I don't give costs in this case because the claim made by the plaintiffs was one peculiarly fitted for reference to practical men having skilled knowledge of the Bradford trade and its usages, and this reference was, I think, unreasonably declined by the defendants. This is one of the class of cases in which, I think, until the court can have the assistance of skilled persons in some form or other justice is more likely to be done by a reference to experts than by the court, whether it has the assistance of a jury or not.

Feb. 25 and March 5 and 16.

ISAAC v. JOWETT.

Practice—Default summons—Defence—Statement of grounds—Time for.

On a default summons issued under the Act of 1856 the defendant must state the grounds of defence on which he intends to rely, so as not to mislead the plaintiff. Thus where the grounds of defence were confined to the merits of the transaction, and these merits were examined into and determined against him, he was not allowed, after the reasons for the adverse decision had been given by the judge, and at the moment judgment was about to be entered, but before it had been actually entered by the registrar, to raise the objection that the contract relied on by the plaintiff was illegal, having been entered into on a Sunday. The defendant knowing that fact before he stated his grounds of objection, such a ground, if stated, would have been an answer to the action, and the expense of litigation upon the merits would have been avoided. The defendant having con-

finied his grounds of defence to the merits, and those having been decided against him, must be deemed to have waived his right to rely on the preliminary objection founded on illegality.

Ferns for plaintiff; Greaves for defendant.

HIS HONOUR.—This action was brought to recover the sum of £20 0s. 2d. as a balance due for goods sold and delivered. The plaintiff is a jeweller, residing at Leeds, and the defendant is clerk to Messrs. Gillies, Garnett, and Co., of Bradford, stuff merchants, and also carries on business as a jeweller, at 195, Leeds-road, Bradford. The goods in question are alleged to have been sold to him in the way of his trade, and the summons, the debt claimed being above £20, was issued under the Act of 1856. The particulars annexed to the summons stated Feb. 1874 as the date of the sale and delivery, but did not state the day in February. The defendant was personally served with the summons, and in due course gave notice of his intention to defend, and in accordance with the rule 11, and the form given, stated his grounds of defence to be "that he is not indebted to the plaintiff as alleged in the particulars, and that the goods named in the particulars have neither been sold nor delivered to him." These grounds were signed by his solicitor, and prepared, therefore, it may be presumed, considerably and with care. The case was heard before me on the 25th Feb. and 5th March, and the case of defendant was that no such transaction as that alleged by the plaintiff ever took place at any time or place between the defendant and the plaintiff, and that the evidence given by and on behalf of the plaintiff was false from beginning to end. Whether the transaction alleged by the plaintiff, and upon which his claim against the defendant rested, was a reality or a fiction, supported by wilful and corrupt perjury on the part of the plaintiff was the issue raised by the defendant, and constituted the real question in controversy between the parties, which I was called upon to try. That issue I tried, and upon it evidence was adduced on both sides, and the hearing occupied the better part of two days, and witnesses were brought from a distance—Carlisle and Birmingham. Having heard the evidence, I proceeded to give judgment, and decided that the plaintiff's case was established by evidence which I considered truthful and sufficient, and that the evidence of the defendant in opposition to and denial of the plaintiff's case (and which evidence of the defendant was not confirmed or supported in any material particular), was false. After I had given my reasons for this judgment, and at the moment I was going to direct the registrar to enter judgment for the plaintiff, the defendant's advocate suddenly objected that, according to the plaintiff's evidence, the transaction took place on a Sunday, and, therefore, the contract was void under 29 Car. 2, s. 1; and that keeping the goods would not render the defendant liable unless there was a new promise to pay, of which there was no evidence; and he relied upon *Simpson v. Nicholls* (3 M. & W. 240). I took time to consider how it would be my duty to deal with such an objection raised under such circumstances. And having considered the matter, I will state the conclusion I have arrived at, and my reasons for it. A contract made on a Sunday is not void at common law; it is rendered illegal in such a case as the present by force of the statute of Charles, and on that ground only is void. There is no moral turpitude in such a contract, and especially in a case where a Jew (and the plaintiff is a Jew) enters into such a contract. An objection, therefore, founded on the illegality of the contract is one which I conceive a defendant, who is sought to be charged upon it, is not bound to take; he may waive or decline to rely upon it, and if there be a substantial question between him and the party seeking to charge him upon it, as to the substance of the transaction, he may, I conceive, elect to have the question tried upon its merits, especially if the question affects character and conduct. And it appears to me that the defendant made his election in this case when he omitted to include the objection to the validity of the contract among his grounds of defence. It is true that the particulars annexed to the summons did not state the day in February when the goods were sold; and if the defendant could have alleged with truth that the fact of the date assigned by the plaintiff to the transaction being a Sunday had come upon him by surprise the court would perhaps have had power under the 57th section of the 19 & 20 Vict. c. 108, to have allowed the grounds of objection to have been amended by adding this objection, if the court had considered that such an amendment would have been proper, having regard to the object for which the power of amendment is given by that section; and that without such an amendment there would have been a miscarriage of justice. And I conceive it would have been a miscarriage if the defendant had been surprised into not taking an objection to which he was entitled in point of law. Whatever the character of that objection might be, in *Simpson v.*

Nicholls the defendant pleaded specially that the sale mentioned in the declaration took place on a Sunday, and a replication to this plea that the defendant kept the goods after the Sunday, was held bad on demurrer. That case though an authority in favour of the defendant in support of his objection may be used also as an authority against him, as showing that if the objection is intended to be relied upon as a bar to the action it should be pleaded. If without being pleaded the objection is taken at the hearing, as undoubtedly it may be, when the fact is disclosed in the plaintiff's evidence, then it should be made the ground of nonsuit, and the court and jury are then saved the time and labour of an inquiry into the merits; but where, as here, the defendant has known from the beginning that the transaction as alleged by the plaintiff, if it took place at all, took place on a Sunday, the defendant ought to have stated that objection as one of his grounds of defence, if he intended to rely upon it, as, whatever the merits it was an answer to the action. The defendant, however, has chosen to rest his defence upon the merits, and these having been determined against him, he is not in my judgment entitled as of right to raise and demand the benefit of an objection which, to adopt the words of Park, J., in *Williams v. Paul* (6 Bing. 655), "is not consistent with the practice of a very sincere Christian." The facts upon which I rely for holding that the defendant when he gave the ground of defence to this action knew that the sale relied upon by the plaintiff took place on a Sunday, and that I ought not to allow the grounds of defence to be amended by adding the objection that the sale, as alleged by the plaintiff, took place on a Sunday are these: On the 11th Dec. 1874, the plaintiff sued the defendant in this court for £20 4s. 3d., under the Bills of Exchange Act 1855, as being due on a bill of exchange for £20, dated the 2nd Feb. 1874, at ten months, drawn by the plaintiff upon and accepted by the defendant, and which had been dishonoured, and remained unpaid in the plaintiff's hands. The defendant obtained leave to defend the action upon the merits, alleging by his affidavit that on the 27th Oct. 1873, he filed his petition in this court under sects. 125 and 126 of the Bankruptcy Act 1869; that the plaintiff was a creditor for £37 14s. 6d. for goods sold and delivered; that on the 15th Nov. 1873, the first meeting of creditors was held, and thereat a composition of 6s. 3d. in the pound was accepted by the requisite statutory majority, to be paid immediately after the second meeting; and that the plaintiff attended that meeting with his solicitor, and that his solicitor as his proxy agreed to the resolutions. The seventh paragraph of the affidavit was in these words: "Before the date of the second meeting the said plaintiff, David Isaac, had an interview with me in reference to the composition, and threatened that he would not consent to the resolutions being confirmed at the second meeting, and would upset such resolutions unless I gave him a bill for £20, and being afraid that he would carry out his threat, and that if he opposed the confirmation of the resolutions there would not be a sufficient number and value of creditors present at the second meeting to carry the resolutions, I was ultimately induced to give the plaintiff the bill of exchange hereinbefore mentioned, and upon which he is now suing me. That the second meeting was held on the 26th Nov. 1873, and the plaintiff, by his proxy, attended and voted, and the resolutions were confirmed by the requisite majority, and the composition of 6s. 3d. in the pound was, on the 26th Nov. 1873, paid to the plaintiff, and, except as before stated, the defendant had received no consideration whatever for the bill on which he was being sued." This action was tried before me on the 15th Jan. 1875. The plaintiff deposed that the whole of the 7th par. of the defendant's affidavit was false, that he had not seen or had any communication with the defendant since the first meeting of creditors, beyond receiving the composition, until the 1st Feb. 1874, when the defendant came to his shop in Leeds and bought certain goods, which, after deducting £10s. 10d., the value of some old gold that he brought with him, left a balance of £20 0s. 2d., that he took the goods away with him, and on the following morning, 2nd Feb., the plaintiff received from the defendant the bill for £20 by post, and that he, the plaintiff, fancying the bill being dated on a Sunday, 1st Feb., would be void, without communicating with the defendant, altered the date from the 1st to the 2nd. The plaintiff produced his day book showing what purported to be an entry of the transaction of the sale of the goods, originally under date of 1st Feb., but altered to the 2nd, to correspond with the alteration in the date of the bill. On this evidence being given by the plaintiff I intimated a doubt whether the alteration was not material, and had not destroyed the plaintiff's right to sue upon the bill. (See *Hirschman v. Budd* (L. Rep. 8 Ex. 171). The result was a nonsuit, leave being given to the plaintiff to sue for goods sold and delivered, provided he filed and served a summons

for that purpose within a week, and in that event reserving the costs of the nonsuit. The summons in this action was served accordingly, and the defendant therefore knew when the summons was served that the plaintiff's case rested entirely upon a sale on a Sunday. On the hearing before me in this action the plaintiff's evidence and the entries in his day book produced on my mind the impression that they were entries of a real transaction. The entry was in the middle of a page preceded and followed by entries on the same page in regular order, and giving no colour for the notion that they could have been interpolated or tampered with, otherwise than by the alteration of the date from the 1st to the 2nd, which I thought was sufficiently explained. The plaintiff's evidence was also confirmed by the evidence of a witness who had been summoned from Carlisle, who deposed that he did business with the plaintiff on the same 1st Feb., and came while the defendant was there, and though he did not know the particulars of the transaction, he spoke to the fact of the defendant being engaged on that day with the plaintiff, in what appeared to him to be a transaction of business, as there were some lever watches on the table which the defendant was examining. The witness also stated that he had further transactions with the plaintiff on the Monday, and paid for the goods he took away, and the plaintiff's day-book contained an entry of his transactions with this witness. This evidence was not shaken on cross-examination, and I believed him to be a witness of truth. The defendant most positively denied the truth of all that was stated by the plaintiff and his witnesses as to the transaction on the 1st Feb., and denied that he was at Leeds on that day, or that any such transactions ever took place between him and the plaintiff at any time or place, and he swore that the bill for £20 was given by him to the defendant under the influence of the threat stated in his affidavit, and that it was given late in the afternoon of the day of the first meeting of creditors at the defendant's house, and that the plaintiff produced the stamp and wrote the bill out, and the defendant signed it. He further stated that on the same afternoon he gave two bills for £10 10s. each to another creditor (Lovekin) under similar pressure; that Lovekin was with the plaintiff at the defendant's house on the first day of the meeting, and left about half-past three to go by the four o'clock train to Birmingham; that Lovekin produced the stamps for these bills, and that they were drawn and signed at the Unicorn Inn, in Bradford, on their way to the station, and as confirmation of his statement about Lovekin the defendant produced a letter recently written to him by a person representing himself to be the holder of a bill for £10 10s., dated the 1st Feb. 1874, drawn by Lovekin, upon and accepted by defendant at twelve months' date. This letter was produced, and appearing to me to be genuine, I directed the case to stand over from the 25th Feb. to the 5th March, in order that the defendant might have the opportunity of summoning and examining Lovekin as a witness if he desired to do so. The case stood over, accordingly, for the 5th March. Lovekin attended and was examined. His evidence was in substance a contradiction, in several material particulars, of the evidence of the defendant, and particularly in this, that the bills were given to him by the defendant before the meeting of creditors, at half-past ten in the morning, and as a compensation for the loss his father would sustain; that the defendant went with the witness to the Stamp Office in Bradford (a fact which the defendant on the 25th Feb. had denied) and himself obtained the stamps, and the bills were given by the defendant voluntarily, and not under any threat or pressure; and Lovekin further deposed that the statements made by the defendant that the bills were given to him by the defendant at the Unicorn Inn, on their way from the defendant's house to the station, in the afternoon, between three and four o'clock, and that he (Lovekin) produced the stamps, are entirely false. Lovekin was in my judgment a witness of truth. He stated he was a stranger to the plaintiff, and had not seen him since the day of the creditors' meeting, and did not know for what purpose his examination was required. Considering that upon the whole evidence the truth of the plaintiff's case was established, and the defendant's defence was a fabrication, I consider that I should be defeating a just claim if (having the power to refuse) I allowed the defendant to amend his grounds of defence by adding the objection founded upon the illegality of the contract as having been made on a Sunday. If the defendant has the power as of right to raise and insist upon this objection after the case has been tried and determined against him upon the merits, it will be open to him to assert that right by an appeal against my decision, as the debt claimed is above £20. The judgment I now direct to be entered is for the plaintiff, for £20 0s. 2d., with costs. And the judgment of nonsuit in the action on the bill of exchange will be entered without costs.

FROME COUNTY COURT.

Friday, March 16.

(Before C. F. D. CAILLARD, Esq., Judge.)

HARVEY v. THE GREAT WESTERN RAILWAY COMPANY.

Delay in delivering parcels of partly printed newspapers—Measure of damages—Profits and wages paid not recoverable.

THIS case was heard at the January Court, when J. T. Norris, of the Western Circuit, instructed by Ames, solicitor, Frome, appeared for the plaintiff, and Crutwell, solicitor, Frome, for the defendants.

HIS HONOUR now delivered the following judgment, which sets out all the facts of the case: In this case, by consent, a verdict in favour of the plaintiff for £15 16s. 9d. was directed to be given by the jury, it being left to the judge, as a matter of law, to say whether that verdict should stand, or the amount be reduced to a smaller sum, or to merely nominal damages. The defendants did not go into evidence, and the facts established on the part of the plaintiff are as follows: He is the proprietor of the *Wiltshire and Somerset Journal*, a local newspaper published at Frome. The inside sheets of the paper, which contain the London and general news, are printed in London, by a Mr. Eglington, and are then sent down to Frome in order that the local news may be printed there on the outside sheets. The paper is usually published on every Friday afternoon between four and five o'clock, and in ordinary course the inside sheets have arrived at Frome on the Friday by a goods train due there at about six o'clock in the morning, this arrangement leaving the requisite time for the purposes of the local printing. In order to the "insides" thus reaching their destination, they had, for upwards of three years previous to Sept. 1874, been delivered at as nearly as possible four in the afternoon of Thursday in each week at the defendants' Smithfield luggage or goods office by Henry Eveson, a warehouseman and porter to Mr. Eglington. Eveson had, on several occasions, stated to the clerk or porter at the office that the parcel contained partly printed newspapers, but had said nothing further touching them. It is worth mentioning that the plaintiff has had parcels of this kind, and in like manner, from Mr. Eglington, for about nineteen years. On Thursday, the 10th September 1874, Eveson delivered at the Smithfield office, and at the usual time, two parcels containing together 2950 papers with the inside sheets printed, for transmission in due course to the plaintiff, but did not on this occasion say anything particular about either parcel to the clerk or porter. Each parcel was in a brown paper wrapper, on which was printed a label with these words conspicuously printed, "Newspapers. Immediate delivery requested. From W. Eglington, 23, Bartholomew Close, London. Mr. Harvey, Printer, Frome." All the previous parcels had been similarly labelled. The two parcels in question being due at the Frome station on Friday morning, the 11th September, at about six o'clock, and not arriving, the plaintiff telegraphed to Mr. Eglington, and took other steps to obtain them. In the result the parcels arrived on the following Saturday morning, the plaintiff refused to accept them. Meanwhile, on the intermediate Saturday morning, the plaintiff had the local sheet, or half sheet, which in ordinary course would have been printed on the expected "insides," printed by the local printers, Messrs. Bulter and Tanner, of Frome, whom he habitually employed for that purpose. Beyond their usual charge for their own work, he had to pay them £1 1s. 9d. for delay of their printing machine, steam power kept in readiness, and their men's overtime, in consequence of the waiting for, and the non-arrival of the insides. He had also handbills, explanatory of the delay, printed by Messrs. Bulter and Tanner at a cost of £1 10s., and he paid £7 18s. 6d. to Mr. Eglington for the insides in question, which were rendered wholly useless to the plaintiff by the delay in delivery. He also paid back £1 14s. to various advertisers in his newspapers, on account of the non-appearance from the same cause of advertisements, for the insertion of which they had paid him. The plaintiff made a claim for compensation from the defendants, and there ensued some correspondence, which I think is not material. On Thursday, the 3rd Dec. last, Eveson took two other parcels of "insides" in brown paper wrappers, and with the usual printed labels affixed, to the defendants' Smithfield office for transmission to the plaintiff, but again said nothing particular about the parcels to the clerk or porter. These parcels should have reached the defendants' Frome station at about six o'clock on the morning of the following day, Friday, but at as late as a quarter past nine in the evening of that day Mr. W. J. Harvey, who, on behalf of the plaintiff, had previously in the course of it waited for trains and inquired in vain for the parcels, was unable to obtain them. However, in consequence of information soon afterwards given, they were sent for to the station, and obtained by the plaintiff. In the meantime

he had given orders to Messrs. Butler and Tanner for the printing of the whole paper, and he had again to pay them for their men's overtime, and other charges consequent upon the delay, the sum of £3 12s. 6d. The handbills printed and distributed on the first occasion were necessary for the fair protection of the plaintiff's interest in his newspaper, and all the other costs to which he was put, as above appears, were reasonably and necessarily incurred by him in consequence of the defendants' delay in delivering the parcels on the two occasions in question. The plaintiff stated, no doubt with perfect truth, that "it would have imperilled the existence of the newspaper if it had not appeared" on the second occasion. It was admitted on the part of the defendants that there had each time been unreasonable delay in the delivery, and that the whole question was one of damages. The plaintiff originally claimed damages to the total amount of £32 3s. 11d., of which £23 16s. 5d. was for the non-delivery as above in September, and £9 7s. 6d. for that in December: of this £32 3s. 11d., £15 was for "damages to the newspaper." By his counsel he abandoned, I think properly and inevitably, all save the £15 16s. 9d., for which the verdict was entered, and which consists of the particulars I have already set out, that is:—

September.	
Paid to Eglington for 2550 papers or "insides" wholly useless	£ s. d.
Refunded to advertisers	7 18 6
Handbills	1 14 0
	1 10 0
Paid to Butler and Tanner for delay in steam, machinery, machine power, &c.	1 1 9
December.	
Paid to Butler and Tanner for extra work, overtime, &c.	3 12 6
	£15 16 9

The contention before me on the legal points was, stating it very briefly: First, on the part of the defendants, That the damages claimed were special, and were not recoverable, because no special and separate notice was given that the newspapers would be required by a particular day, and for a particular purpose; and the cases of the *British Columbia Company v. Nettleship* (L. Rep. 3 C. P. 499; 37 L. J. 235, C. P.); and *Woodger v. The Great Western Railway Company* (36 L. J. 177, C. P.); 15 L. T. Rep. 579, were cited. Secondly, on the part of the plaintiff, that the special notice insisted upon by the defendants was necessary only where profits, or other ulterior damages, such as those to the value or goodwill of the newspaper, were sought, whereas all these had been abandoned; that the damages which the plaintiff still claimed were for "out of pocket" expenses occasioned by the non-delivery of the parcels within a reasonable time, and were damages naturally arising from the breach of contract itself; and that what the plaintiff did in incurring these expenses was at the lowest possible cost to obviate the effect of the non-delivery in reasonable time. The cases cited on this side were *Hadley v. Bazendale* (9 Ex. 341; 23 L. J. 179, Ex.); *Hamlyn v. The Great Northern Railway Company* (1 H. & N. 408); *Sneed v. Foord* (1 E. & E. 602; 28 L. J. 178, 183, Q. B.); *Gee v. Lancashire and Yorkshire Railway Company* (30 L. J. 11, Ex.); *Wilson v. Lancashire and Yorkshire Railway Company* (30 L. J. 232, C. P.); *Collard v. South Eastern Railway Company* (30 L. J. 393, Ex.); and *Cory v. The Thames Ironworks Company* (L. Rep. 3 Q. B. 181; 37 L. J. 68, Q. B. and 17 L. T. Rep. N. S. 495). *Hadley v. Bazendale* is the well-known leading case in questions of damages for breach of contract, and remains the authority on the subject. The principles which it lays down are: "Where two parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be either such as may fairly and reasonably be considered as arising naturally—i.e., according to the usual course of things, from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it. Now, if the special circumstances under which the contract was actually made were communicated by the plaintiff to the defendant, and thus known to both parties, the damages resulting from the breach of such a contract, which they would reasonably contemplate, would be the amount of injury which would ordinarily follow from a breach of contract under those special circumstances, so known and communicated. But, on the other hand, if those special circumstances were wholly unknown to the party breaking the contract, he at the most could only be supposed to have had in his contemplation the amount of injury which would arise generally, and, in the great multitude of cases, not affected by any special circumstances, from such a breach of contract. For, had the special circumstances been known, the parties might have specially provided for the breach of contract by special terms as to

the damages in that case, and of this advantage it would be very unjust to deprive them." There have, however, been observations well worth noting made from time to time by learned judges on this case. For instance, by Wilde, B. in *Gee v. the Lancashire and Yorkshire Railway Company* (ubi sup.), in these words: "This question of the measure of damages is one that has produced more difficulty than perhaps any other branch of the law; and I rather agree with an observation made by my brother Martin, that, although a very excellent attempt was made in *Hadley v. Bazendale* to lay down a rule of practice, it has been found that that rule will not meet all cases; and it probably will be found practically, when the matter comes to be more solemnly discussed, that in this, as in many other cases of contract, there is no measure of damages at all, and that we are seeking to find a rule when a rule cannot be made." See also the observations of Cockburn, C.J., and of Blackburn, J., in the case of *Hobbs and Wife v. the South-Western Railway Company*, which was before the Court of Queen's Bench, sitting in banco, on the 16th January of the present year. In *Wilson v. the Lancashire and Yorkshire Railway Company* (ubi sup.), in an action by a cap manufacturer against a carrier for damages for the loss sustained by delay in the delivery of the cloth, by which delay the plaintiff had lost the season for making the cloth into caps, and so disposing of it, the Court of Common Pleas held that, although in accordance with the principle laid down in *Hadley v. Bazendale*, the jury, in estimating the damages, could not give the plaintiff the loss of profits he might have made by the manufacture of the cloth into caps, yet were justified in taking into their consideration the deterioration in the marketable value of the cloth by reason of the season having passed for making caps which the plaintiff might then have sold. Williams, J., said: "If, by the expression 'the loss of the season' was meant that, in consequence of non-delivery of the cloth when they as carriers ought to have delivered it, the cloth had become of less value, that is to say, it had become less marketable, because the time had gone by for finding customers, or for making it into caps, and so disposing of it, then we do not think there is any mistake in point of law in the direction to the jury. There are two questions in cases like the present. The one is, whether, where the carrier had been guilty of negligence and delay in delivering goods, the consignee is entitled to recover the profits he would have made if the goods had been delivered at the proper time? As to that, we are of opinion that he is not. The other question is, whether he is entitled to recover the difference between what the value of the goods would have been if they had been delivered at the proper time and what the value of them was when they actually were delivered? Now, we are of opinion that the consignee is entitled to recover that. . . . It appears from the plaintiff's evidence that this cloth, if it had arrived in due time, would have been made into caps, and would have been worth £230; the plaintiff says, that by reason of the time having passed when it was the season to buy these caps, the value of the cloth when it arrived was only £130 instead of £230. That is how he states his case, and that was the evidence left to the jury for their consideration. There was, therefore, as it seems to me, evidence for the jury that the defendants, by reason of their negligence, delivered the cloth in question at a time when it was of considerable less value than it would have been if it had been delivered by them when they ought to have done so. It is, however, said that such damages could not be given to the plaintiff without violating the rule laid down in *Hadley v. Bazendale*. I think that is not so, and that the giving of such damages would be no violation of that rule, inasmuch as it appears to me that delay in the delivery may well produce considerable deterioration in the value of goods." (See also the judgments of Willes and Byles, JJ., and especially that of Keating J. in the same case.) The case of *Collard v. South Eastern Railway Company* (ubi sup.) is also deserving of attention, as there, although no special notice was given to the carriers that the goods (hops) were intended for the market, yet, as the goods were of a marketable kind, intended for sale, the jury might give as damages the difference between the market value on the day the goods ought to have been brought to market, and the day on which they were afterwards brought to market, for such damages were the natural and immediate consequence of the carriers' defendants Act. In giving judgment Martin B. said: "It appears to me to be as clear a case as there possibly could be. We are to assume that these hops ought to have been delivered on a certain day; and further we are to assume that by reason of the contract being broken by the defendants, these hops could not be brought into the market until a certain other day. It was proved that if they had been brought to market they would have

produced a certain sum, but that when they were brought to market at a future day we find the market price had fallen, and the articles had fallen in value by an amount of £85. If that is not a direct, immediate, necessary and essential consequence of the breach of contract by the defendants, I cannot understand what is. Then it is said that the railway company had no notice of this. I think the railway company had notice that the hops were being sent from Kent to London for one of two purposes—either for consumption by the person who was sending them, or, as was very much more likely to be the case, to be sold by that person as an article of commerce. I think that the jury had a right to assume that the company had notice of what was the actual case as to these hops, namely, that they were being sent to London to be sold for profit. I think the case of *Sneed v. Foord* does not apply, and has nothing to do with this case. . . . In my judgment, the plaintiff is entitled to these damages as the immediate and direct loss sustained by the plaintiff upon a breach of contract by the defendants. I am sure if this is not a head of damage, I do not know what is. If this case goes to the Court of Appeal, I hope the court will put the rule on some tangible footing; but at present we must do the best we can in each particular case, and decide it upon reason and good sense." (And see the judgment of Channell, B., in the same case.) Upon consideration of the facts and of the authorities, I am of opinion that the plaintiff can properly recover the sum of £7 18s. 6d. paid by him to Mr. Eglington for the "insides" rendered utterly worthless in consequence of the delivery of the two parcels containing them on Monday, 14th Sept., instead of Friday, 11th Sept. This sum appears to me recoverable, as the difference between the market value of the "insides" on the day on which they ought to have been, and the day on which they were delivered, or, in other words, as the actual deterioration in their market value by reason of the delay. Delay in delivery produced the same effect on these goods as on the cloth sent to be manufactured, in *Wilson v. The Lancashire and Yorkshire Railway Company*, with this difference—that the cloth remained of some value, whereas the inside sheets of the newspapers obviously became worthless. Delay in delivery produced upon these latter a result similar to that which affected the hops in *Collard v. The South Eastern Railway Company*, with this difference—it was still more disastrous. For, by the earliest day on which the inside sheets could, after the delay, have been brought to market, on the Monday, they were simply unsaleable. The last cited case is also applicable to the present as showing that, although undoubtedly a special notice is necessary to give rise to damages for profits, &c., yet a certain degree of notice, sufficient to justify damages of a more restricted nature may be inferred from the general circumstances of the particular case. There was at all events not less "notice," which might be inferred by a jury in the case before me than in *Collard v. South Eastern Railway Company*. For this purpose I attach importance to the long continued course of dealing between the plaintiff and the defendants, and as part of it, to the labels posted on the parcels. I am of opinion, however, that the plaintiff cannot recover the 30s. claimed for the cost of the explanatory handbills. This is an item of damages which appears to me essentially involved with these under the head of "Damages to Newspaper," which were properly given up. Neither damages for the prejudice to the newspaper nor the loss of profits can, *ex concessis*, be recovered. I think that the repayment to the advertisers, £1 14s., is in effect a mere loss of profits. Assuredly, advertisements are a very material part of the profits of a newspaper. I am further of opinion that, having regard to the decision in *Gee v. Lancashire and Yorkshire Railway Company* (ubi sup.), where wages paid to workpeople kept idle by reason of delay in delivery were held not to be recoverable, and in *Le Peintre v. The Great Western Railway Company* (2 L. T. Rep. N. S. 171), (a) where the same thing occurred with the same result, I cannot give the plaintiff his extra payments for overtime, &c., to Messrs. Butler and Tanner of £1 1s. 9d. and £3 12s. 6d. I regret having to arrive at this conclusion. There will, therefore, remain a verdict in favour of the plaintiff for £7 18s. 6d. only, instead of £15 16s. 9d. Under the circumstances of this case, I allow the plaintiff costs on the higher scale.

SHOREDITCH COUNTY COURT.

(Before J. B. DASENT, Esq., Judge.)

PARKER v. THE GREAT EASTERN RAILWAY.

Passengers' luggage—Samples.

Edward Moore, from the Company's law department, appeared for the company.

The plaintiff, who appeared in person, is a commercial traveller. He stated that on the 1st Feb.

(a) This case is cited and approved in *Collard v. S. Eastern Railway Company*.

last, he took a ticket at Lowestoft for Attleborough, and that he had with him a case containing samples, and which he saw put into the luggage van. The case, however, was not put out of the van at Attleborough, but was carried on to London; it was sent back again the following day, and received by him the day after that. As he wanted the samples, he telegraphed to London for some more, which were sent to him. He now claimed £2 2s., for the expenses of cutting new patterns, and £1 1s. for his hotel expenses during the day he was without his samples.

Moore contended that by the company's Act of Parliament and regulations, which it must be assumed that as the plaintiff travelled on the line he was acquainted with, they were only bound to carry passenger's luggage, and that samples were certainly not passenger's luggage. The plaintiff should have booked and paid for the case of samples. He, however, neglected to do so, and could not recover damages from the company for the delay, there not being any contract with the company to carry the case. The plaintiff would probably argue that if the company carried the case without inquiring as to the contents they took it as personal luggage, and must consequently be held liable. In the case of *Cahill v. The London and North-Western Railway Company*, where a case of samples was marked outside "Glass," the company were held not responsible for its loss, it not having been booked and paid for as merchandise.

His Honour held that the objection was fatal, and nonsuited the plaintiff.

BANKRUPTCY LAW.

COURT OF CHANCERY.

Friday, April 16.

(Before Lord Justice MELLISH.)

Ex parte GIBBS; Re WEBB.

Practice—Debtor's statement—Fresh meeting.

THIS was an appeal from a decision of Mr. Registrar Murray, acting as Chief Judge in Bankruptcy.

Mr. Thomas Stammers Webb, of Gracechurch-street, a colliery proprietor, filed a liquidation petition on 16th Jan. last. The first meeting of the creditors was held on 3rd Feb. when a liquidation by arrangement was resolved upon, and an immediate discharge was granted to the debtor. An objection was raised to the validity of the proceedings, on the ground that the debtor had been in partnership, and that he had omitted in the statement of his affairs produced to the meeting to distinguish between his joint and separate assets and his joint and separate liabilities. Upon the application to have the resolutions registered, the Registrar, upon the authority of the decision of the Chief Judge, in *Ex parte Cockayne* (L. Rep. 16 Eq. Cas.), held that the objection was a fatal one, and refused to allow the registration. Upon the application of the debtor an order was afterwards made, directing that a fresh first meeting of the creditors should be summoned under the petition. From this order one of the opposing creditors appealed. The debtor made an affidavit, in which he stated that the omission in his statement arose from ignorance.

De Gex, Q.C. and Hemming, for the appellant, argued that the Act and the rules gave no power under any circumstances to direct a fresh first meeting to be summoned.

Finlay Knight was for the debtor.

Lord Justice MELLISH thought that the Registrar's decision was perfectly right.

COURT OF BANKRUPTCY.

Monday, April 21.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Re R. CUSKER.

Liquidation—Registration—Refusal—Assets.

THIS was an appeal from an order of Mr. Registrar Keene, refusing to register a resolution of creditors for a liquidation by arrangement.

Bagley appeared for the appellant.

F. O. Crump for the respondent.

The debtor, Richard Cusker, a general merchant, carrying on business in Merriek-square, Southwark, presented his petition in February last, and at the first meeting the creditors passed a resolution in favour of liquidation by arrangement, and appointed a trustee. The statement of affairs presented by the debtor disclosed debts, secured and unsecured, £3470, with assets, consisting of book debts, £190. Upon the resolution being presented to Mr. Registrar Keene, he declined to register it, on the ground that, after payment of the expenses of the liquidation, there would probably be but little, if any, dividend for the creditors. The debtor appealed, and an affidavit was produced on his behalf, which showed that the book debts might prove to be of greater

value than the amount stated, and that a surplus might be derived from the securities in the hands of creditors.

His Honour held that the case of Sir William Russell, upon which the decision proceeded, was distinguishable. There the creditors granted the debtor his discharge upon a covenant to pay a sum of money out of any income which the debtor might have exceeding £600 per year, and not the slightest security was given that anything whatever would be received. Here the resolution contained no provision for the debtor's discharge; the creditors had come to a resolution to liquidate by arrangement, which had very much the same effect as a bankruptcy. He knew of no authority which showed that, because the debtor's assets were returned at only 1s. in the pound, registration should be refused.

Appeal allowed.

Attorneys: *Raven and Curtis; Brook and Chapman*, for *Goffey*, Manchester.

LEGAL NEWS.

THE petition presented against the return of Mr. J. H. Tillett for Norwich will come on for hearing on May 5.

A FRENCH paper makes merry at some of the disquisitions of English magistrates on the administration of corporal punishment. "Fortunately such old-fashioned notions of school discipline are no longer to be found in France."

CAMBRIDGE.—At a Congregation held April 15th the Vice-Chancellor, the Rev. Dr. Phear, Master of Emmanuel College, presiding, the undermentioned degree was, among others, conferred: Master of Laws—Henry Rae, Trinity College.

THE Civil Service estimates for the present year provide that the salaries of the registrars of the London Bankruptcy Court be augmented. Hitherto the several registrars have been in receipt of £1200 per annum. The salary of the senior registrar is now increased to £1400, and the salaries of the other registrars to £1300.

A CHEETHAM dentist was sued at the Salford County Court by one of his patients, who sought to recover compensation for injuries caused by "the negligent and unskilful extraction of a tooth." The judge held that the defendant had not displayed reasonable skill, and awarded the plaintiff £20 damages.

A MEMBER of the Legislature of Idaho, overwhelmed by the numerous and pressing applications for the legal separation of married couples, has introduced a bill divorcing all the married people in the territory. This modern Solon gives as his reason for this singular proposition that it will save time, and time is money. He sagaciously remarks that all who wish to do so can get remarried.

BEFORE Mr. Serjeant Ballantine left Bombay he was presented with an address by 1800 natives, who thanked him for his efforts to secure justice to the Guicowar. They also gave him a shawl as a token of gratitude. A Sanscrit ode was sent to him by "the Rajkote Association for the promotion of Arya Samaja," in which he was told that "the word 'Ballantine,' according to Sanscrit, signifies a person possessing mighty strength."

THE NEW COURTS OF JUSTICE.—The expenditure in respect of the new Courts of Justice in London up to the end of the year 1874 reached £1,042,905. As much as £933,288 of that sum had been spent in the purchase of the site and in incidental charges; and £85,596 in payments on account of contracts for the foundations and erection of the courts and offices, and architect's commission. The Civil Service Estimates show that a further vote of £75,000 is now proposed for the erection of the building; the revised estimate for this is stated at £826,000.

LAWYERS V. RAILWAY ACCIDENTS.—A case came before the Court of Exchequer on Saturday, in which Mr. Bulwer, Q.C., moved for a rule nisi for a new trial, on the grounds of excessive damages and misreception of evidence. This, said the learned counsel, was an action arising out of the Thorpe accident. Baron Bramwell remarked that all the motions before the court that day had arisen out of railway accidents. What, asked the Lord Chief Baron, if there were no railway accidents, would the lawyers do? Mr. Bulwer feared they would fare very badly; it was an ill wind that blew nobody good. In the result the court granted a rule nisi.

COUNTY COURTS.—A Bill to amend the Acts relating to the County Courts, introduced by the Lord Chancellor, proposes to enact that in respect of certain demands a plaintiff may require a defendant to give notice of his intention to defend, on pain of judgment by default. It is also provided that either of the parties may obtain summonses to witnesses; that a County Court judge may make any orders or exercise any jurisdiction in any action or suit pending in his court, which, if the action or suit were pending in one of Her Majesty's Superior Courts, might be made or

exercised by a judge in chambers; and that a County Court judge may, on the application of either party to a suit, summon assessors to assist him. The Bill also provides for the framing of rules and a scale of costs in County Courts by the judges of those courts.

TOUTING IN BANKRUPTCY.—At the Court of Bankruptcy on Thursday morning, the case of Messrs. J. C. Im Thurn and Co. was mentioned to Mr. Registrar Brougham. Mr. D. Jones stated that the failure was one of exceptional magnitude, and it was important that unauthorised persons should not be allowed access to the proceedings, as creditors were often misled by touting circulars from persons who professed their willingness to represent them at the meetings. His Honour said he should be very glad if the touting system could be stopped; but all were equally concerned in it—debtors and receivers and managers, as well as creditors or unauthorised persons. All he could do in the present case was to give an intimation to the officials that the affidavit of debt tendered by a creditor who desired to inspect or be supplied with copies of the proceedings should also be filed.

MARINE ASSURANCE.—The Liverpool Shipowners' Association, considering that when, as has recently been the case in Parliament, statements injurious to shipowners as a class have been advanced, it becomes their duty to protest against such unjust imputations, have issued a statement of their views with regard to marine insurance. They dispute the assertion that over-insurance is the main cause of loss of life and property at sea, and express their decided conviction that shipowners as a body do not habitually over insure their vessels. They give a series of reasons why any law for limiting and controlling marine insurance would be injurious, harassing, and unworkable, and argue that, if shipowners are to be further harassed by such legislation as is now proposed, shipowning, as a trade, would receive a check that would seriously affect the commerce of the country.

THE FRIENDLY SOCIETIES' BILL.—The delegates of the different Friendly Societies of the United Kingdom have had under their consideration the amendments proposed to be made in the Friendly Societies' Bill. On Friday the chairman (Mr. Liversage) expressed the great regret of the Congress at the postponement of the measure; it had been postponed from time to time, but the Chancellor of the Exchequer had, by his statement in the House on Thursday night, put the matter off indefinitely, till they feared there would be no legislation at all this session. This was the more to be regretted because the great body of friendly societies viewed the Bill in a most favourable light, and they believed that with a very few modifications it would prove efficient and beneficial to all concerned. He expresses an earnest hope that the Bill would be carried through its various stages as expeditiously as possible. Several speakers having expressed their approval of these views, it was determined to take steps to secure some settled and practical legislation this session.

THE School Board Chronicle frequently contains queries, the publication of answers to which by the editor sometimes surprise us. We cannot but approve of the cautiousness of the following answer to the inquiry of a school board:—"A woman living apart from her husband and not troubling him for her maintenance has the care of a child; now, which parent is immediately responsible to the School Board for the child's attendance at school and for the fees? The child does attend school, but the fees have hitherto been remitted on account of the mother's poverty. The father, who resides in the village, has the means of paying, but refuses, and the board would like to be advised which parent to proceed against for payment of fees, and whether the County Court or the magistrates have jurisdiction in the case." This being a purely legal question we cannot offer an authoritative opinion; but we think that your board should proceed in the usual manner, against the father. Seeing that your board have remitted the payment of the fees in favour of the mother, by reason of her poverty, they could scarcely, with justice, proceed against her.

COMPROMISING A FELONY.—A capital story is told of a German convict in Lichtenstein. There being no prison in this little Principality, the convict, who had stolen some silver spoons, was lodged in a room of the Palace, the sentence being a year's imprisonment. The thief was kept in considerable comfort, and upon good, substantial diet, so that he rather enjoyed his quarters. But the Princess, having got over the novelty of staring at the thief through the keyhole, decided that it was not pleasant to live under the same roof with a man of dishonest principles. Accordingly negotiations were entered into with the thief to discharge him if he would only amend. But the thief not only declined to give any such promise, but energetically claimed his right to be fed and housed for the full term of his sentence.

This was most embarrassing. His Highness's financial counsellor reduced the question to one of money, and offered the thief a certain sum on condition that he would embark for America. The thief met this proposal in an accommodating spirit, but pointed out, reasonably enough, that the negotiators were bound to take account of the perils of the voyage, and also to indemnify him for his willingness to spend the remainder of his life in exile. Eventually the matter was settled by the thief receiving nearly double the sum originally offered, and being escorted to the station by one of the Princess's footmen. Of course he never went to America, but settled in England, "where," says the cynical relator of this anecdote, "he has been either hanged or knighted."

JUDGES AND PRIZEFIGHTERS.—A correspondent of the *Times* writes: "It is my misfortune to be old enough to remember attending the Tennis Court in Little St. James's-street, Haymarket, when Tom Spring sparred on a stage with Jack Langan, Josh Hudson with Tom Cannon, and Aby Belasco with Whiteheaded Bob. That famous building is still visible, but it no longer attracts peers and commoners. It was either in 1828 or 1829, during the summer assize, that two cases of killing by prizefighting came before two very remarkable judges at different circuits. One of the judges was Sir John Alan Park. He declared that, if a case of killing came before him, and the prisoner was convicted, he would leave the convict 'to be hanged by the neck.' The other judge was Sir William Draper Best, who admired the pugilistic art, and declared that, so long as that way of settling differences was predominant, we should never hear of stabbing with the knife. It was not until fights were bought and sold, and the rough element of overwhelming, that this 'manly practice' was 'put down,' to the exceeding delight of Sir Peter Laurie."

SOLICITORS' REMUNERATION.—A contemporary observes as follows:—"There is no class whose charges are more rigorously defined and limited than solicitors. A physician's fees are prescribed by custom, and regulated according to his own celebrity and the wealth of his patients. The fees of a barrister, though governed by certain rather vague laws, are, as regards the sums paid for advocacy, dependent, like those of the physician, on his professional position and on the importance of the cause and the wealth of the parties. As regards pleadings and drafting, the amount received is regulated mainly by length. A solicitor is tied down terribly. The work done is paid for mainly by length, and without much allowance being made for the labour or responsibility involved in the work. The consequent result is, that a solicitor's bill of costs is made up of numerous petty items which worry and annoy a client far more than the larger charges. By striking a fair average a satisfactory result is doubtless obtained. A solicitor sets off the heavy work for which he is inadequately remunerated against the lighter bits, and so manages to flourish notwithstanding taxing-masters and all their rigour. But the system is a faulty one, and has led to much evil in the shape of a growth of verbiage in instruments and in circuitry and cumbersomeness in legal forms."

THE LORD CHIEF JUSTICE AT DRAPEY'S HALL.—At the Drapers' dinner on Wednesday, the Master amid much cheering, proposed as a toast, Her Majesty's Judges, and expressed the pleasure he experienced in seeing the Lord Chief Justice of the Court of Queen's Bench among them as a guest that evening. The toast was received with enthusiasm. The Lord Chief Justice, who spoke under evident emotion, said, "I cannot say with how much heartfelt satisfaction I have heard the reception of the toast which the Master has been pleased to offer to your acceptance. It tells me that your confidence in English Judges is still unimpaired. (Cheers.) It has, moreover, a peculiar significance at this time to which I need not farther refer. (Cheers.) I have been before the community as a Judge for twenty years (renewed cheers); I have been a member of the Profession nearly half a century; my public life is before you, and when I am received by men like yourselves with this cordial and welcome greeting, I neither fear enemies nor have I the slightest apprehension for my judicial character. (Cheers.) I know and am sensible necessarily of my vast inferiority, compared with the great and illustrious men who have gone before me; but this I will say—that neither to those who have gone before me nor to those who may come after me will I yield in the desire I have ever felt honestly, fearlessly, and faithfully to discharge my duty. (Renewed cheers.) In that I do not claim anything peculiar to myself. God forbid that I should! There is not a Judge on the Bench, nor one that I have ever known, who has not had the same unmixt desire and anxious and zealous wish to discharge his official duties. (Cheers.) I believe there can be nothing more mischievous, nothing more fraught with evil to the welfare of this great

country, than to seek to undermine the confidence of the public in the administration of justice. I will say no more on this topic than this—that I thank you most cordially, not only in my own name, but in that of my brother judges, for the honour you have done us. I will only add that so long as I have the honour to fill the judicial office I now hold I will ever strive to the best of my ability to deserve the approbation of my fellow-countrymen. (Loud and enthusiastic cheers.) It is difficult (says the *Times* reporter) to convey anything like an adequate idea either of the manner in which this brief address—delivered on the spur of the moment—was spoken, or of the enthusiasm with which it was received by the whole audience; and the occasion will probably be long remembered by all who were present."

DUBLIN GRAND JURIES.—At the opening of the Commission of Oyer and Terminer, at Green-street, on the 9th inst., after the grand juries for the county and city had been empanelled, Mr. Justice Morris addressed them, and called attention to the inconvenience and waste of time caused by the present system of dividing the city from the county business, and having two sheriffs and two grand juries, and separate proceedings, when all might be effectively consolidated. There were forty-six grand jurors summoned, when twenty-three would have been enough to transact all the criminal business, and the anomaly was the more remarkable from the fact that the gentlemen summoned to serve on these two distinct juries were of precisely the same class, most of those on the county grand jury being well known merchants in the city and those on the city jury being resident in the county. He compared the indiscriminate selection of these to the changes of the kaleidoscope, one turn giving them the city grand jury and another the county grand jury out of the same elements. A more singular anomaly, however, was, according to the correspondent of the *Times*, observed after the jurors retired to their rooms to consider the bills of indictment sent to them. It transpired that the person charged in a bill which came before the city grand jury was a member of their own body, and the indictment was actually found in his presence.

THE JUDGES AT ST. PAUL'S.—Sunday, being the first Sunday in Easter Term, some of Her Majesty's Judges, in accordance with an ancient custom, attended in state the afternoon service at St. Paul's Cathedral. The Lord Mayor, accompanied by the Lady Mayoress, and attended by the Sword and Mace Bearer and the City Marshal, went from the Mansion House to the Cathedral in his carriage drawn by four horses to meet their Lordships. There were also present with that view Mr. Alderman and Sheriff Ellis, Mr. Sheriff Shaw, Mr. Alderman Finnis, Alderman Sir William Rose, Alderman Sir Thomas Dakin, Mr. Alderman M'Arthur, M.P., Mr. Alderman Figgins, the Common Serjeant (Sir Thomas Chambers, M.P.), the Town Clerk, the Under Sheriffs, and the City Controller. All the civic dignitaries wore their distinctive robes of office, and each carried a bouquet. A large number of the Common Council in their mazarine gowns likewise attended the service. The Judges present were the Lord Chief Baron, Mr. Justice Brett, Mr. Justice Archibald, Mr. Justice Denman, Mr. Justice Field, and Mr. Justice Huddleston, and with them came Mr. Serjeant Robinson and Mr. Serjeant Cox. On the arrival of their Lordships a procession, headed by the choir and clergy of the Cathedral and the corporation authorities, escorted them to their stalls. The sight altogether was extremely picturesque and attracted a vast congregation. The dome area was crowded to excess, and both the choir and nave were well filled. The prayers were intoned by the Rev. W. J. Hall, one of the Minor Canons, and the lessons read by the Rev. Canon Gregory. The canticles were sung to the music of Mr. Barnby, and the anthem was that by Mendelssohn, "O come, everyone that thirsteth." The sermon, which was preceded, as usual, by the Bidding Prayer, was preached by the Rev. Dr. Liddon, the Canon in residence, from the text "As servants of God." At the close of an eloquent discourse the preacher made a passing reference to the judges. He remarked that the distinguished Profession of which they were the ornaments might well take as their motto the expression "As servants of God." There was in some minds a vulgar prejudice against the Profession of the law, but while admitting that there were some members of it who did it no real honour, and impaired its effect upon society, he felt bound to say that, in that respect, it was not unlike other professions, including his own. Upon some points—notably those of marriage and divorce—the law of the perfect moral being and the present law of England were at variance, though that was not the fault of those who administered the law, but of those who elected representatives to make it. After expressing his opinion that every criminal trial cast more or less of a slur upon Christian society and the Christian Church, inasmuch as it showed instances of

failure to make men better by inspiring them with a lofty idea of the service of God, he added his fervent hope that, as years passed on, something might be done to popularise that idea, and thus to reduce the relative as well as the actual amount of crime. To that end every member of a Christian community and a Christian Church was bound to contribute something, if not in words and deeds, certainly in example. After the sermon the Easter hymn, "Jesus Christ is risen to day," was sung, and the Canon pronounced the Benediction. The judicial and civic dignitaries then left the Cathedral.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics the Editors are not responsible for any opinions or statements contained in it.

COSTS AS DAMAGES.—Your able article upon "The Measure of Damages" in the *LAW TIMES* of the 10th inst. explains the principle (so difficult in practice) more clearly than any of the text books upon the subject, and compels me to call to your notice the late case of *Bazendale v. The London, Chatham, and Dover Railway Company*, reported in the February number of the *Law Journal Reports*. This case reviews the question as applied to the costs of a previous action, when, as there alleged, they are caused by the default of another. After a careful examination of the argument and the conclusion arrived at by the learned judges, I am uncertain whether such costs are recoverable, under any circumstances except as put by you in the article above referred to when the party in default has not only notice of another contract but expressly agrees to accept the further liability in case he fails to perform his engagement, or whether having notice of such other contract he binds himself and is answerable for the costs, not as special damage but as a "usual consequence" of his neglect. Lord Coleridge seems to imply that he would, when he says, "It was a separate and independent contract with which the defendants had nothing to do, and of which they could know nothing." And Keating, J., in somewhat similar language, observes "The contract between the plaintiffs and defendants was totally separate from the contract between Harding and the plaintiffs and was made quite irrespective of any knowledge by the defendants as to Harding or his contract with the plaintiffs." I will state a hypothetical case of constant occurrence amongst brokers. X., a broker, has an application for a machine from Y., and enters into negotiations with a third person Z. for the purchase of one, which contract is completed, Z. at the same being told that the machine is for immediate sale to a customer of X. X. completes the sub-contract with Y., and afterwards Z. fails to deliver within the stipulated time. An action is brought against the broker by Y. and he defends it on good grounds at the same time as in *Bazendale v. The London, Chatham, and Dover Railway*, gives Z. notice of the difficulty caused by his default, and asking for instructions. Z. will not do anything. X. defends and has to pay certain damages and costs. Are these latter under the circumstances recoverable as well as the damages for breach against Z. This case, you see, is precisely similar in all respects [with the exception of the notice, to the one referred to above, and the Profession would be under a great obligation to your reviewer should you in a further article deem the point worth attention. H. R.

DOWER AND FREEBENCH.—While entirely agreeing with the remarks contained in the *LAW TIMES* of the 27th March, on the case of *Lacy v. Hill*, before the Master of the Rolls (32 L. T. Rep. N. S. 48), so far as regards the questions raised and decided under the Dower Act, I should be glad to draw attention to the question of freebench also raised, as to which the judgment appears to me to be wholly unsatisfactory. The Wills Act sect. 3, which extended and repeated the similar provision of the Act 55 Geo. 3, c. 192, enabled testators to dispose, without surrender, of such customary or copyhold hereditaments as would have devolved on the heir-at-law or customary heir, meaning thereby the heritable estate or interest in such hereditaments, but the estate so devolving on the heir-at-law, or customary heir, would certainly have been an estate subject to the widow's freebench, and the devisee, to succeed in ousting the widow's claim, would have to establish some higher or paramount title. The Wills Act, while dispensing with the formality of a surrender to the use of will, cannot be taken to have enlarged by a sideways testator's power of disposition, so as to enable him defeat the inchoate title to freebench, a word which is not to be found in the Act, and is a subject matter apparently quite removed from any of the objects which the Wills Act was intended to

effect. It does not appear that the attention of the Master of the Rolls was drawn to the case of *Powdrell v. Jones* (2 Sm. & Giff. 407), in which it was taken for granted that the widow's title would prevail against that of the devisee, the question there raised, and raised unsuccessfully, being, whether the will could be construed as an appointment under a power contained in the surrender, but not followed in the admission (which was in fee only), so as to overreach the right to freebench. The two cases appear irreconcilable, and it will be very unsatisfactory if the decision of the Appeal Court is not obtained as to the freebench question, to remove future doubt upon a subject which must be of frequent occurrence in any large manor where freebench prevails. No reference was made in *Lacy v. Hill* to any special custom as to freebench in the manor of which the copyholds were held, and it is, therefore, reasonable to assume that none existed. Of course, if a custom existed that freebench attached to copyholds of which a tenant was seised during the coverture, whether he died so seised or not, the case was all the stronger in favour of the widow.—S.

THE SCHOOL OR UNIVERSITY OF LAW BILL.—Is there any prospect of the Bill for the formation of the proposed school or university of law being passed this session. By a copy of the Bill which appeared in one of the past numbers of the *LAW TIMES* I see that it was originally intended to have come into operation in February last, but during the present year little or nothing has been said about it. It would seem, therefore, that the fact of the Lord Chancellor's withdrawal of the Judicature Act Amendment Bill has caused law reformers for the present to consider discretion to be the better part of valour. If this be the case, it is to be greatly regretted, owing to the difficulty which articulated clerks and others have at present of acquiring a knowledge of the theory and practice of the law by well regulated and systematic study. **TRIBONIAN.**

[In our opinion there is no chance of the Bill becoming law this session.—ED.]

LICENSING ACTS AND THE BREWING TRADE.—In a paragraph in the *Solicitor's Journal* of the *LAW TIMES* of the 17th instant, the attention of magistrates' clerks and the Profession is directed to an alleged serious evil in connection with the Licensing Acts and the brewing trade. It is stated that for a first offence under the last Act no indorsement is made on the licence, and no record, to which the public have access, is kept of such conviction, and it is pointed out that serious loss may be inflicted on purchasers of public house property for want of notice or means of knowledge of a conviction which may affect the property. I would submit that no such evil as that alleged really exists. There is no provision in either of the Licensing Acts that no indorsement shall be made for first offences, and as a fact such indorsements are daily made in all parts of the country, in cases of such a gravity as to merit such a punishment. It is true that first convictions for trifling offences are not, as a rule, indorsed, but it is a matter entirely in the discretion of the convicting justices. And as to a register of convictions; every conviction, whether indorsed or not, is recorded in the register of licences required by sect. 36 of the Act of 1872 to be kept by the clerk to the licensing justices, and under the same section provision is made for inspection of the register on payment of a fee of 1s. In addition to this, notice of every conviction is given by the clerk to the licensing justices to the owner of the property under sect. 56 of the same Act. **MAGISTRATES' CLERK.**

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.
N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

154. **IOWA STATE, U.S.**—A client of mine is one of the next of kin to an intestate who died in the State of Iowa, U.S. Can you or any of your correspondents inform me the name of any respectable solicitor, consul, or other person to whom I may send a power of attorney or correspond with on the subject? **C. H. B.**

155. **MAGISTRATES' COURTS.**—According to the best authorities, magistrates have power to exclude from an open court women and boys when certain investigations are being made. Will any reader inform me whether there is any fixed age to determine what is a man and what a boy? **ARTICLED CLERK.**

156. **PRACTITIONERS BEFORE MAGISTRATES.**—Have magistrates the power to prevent a person who is *bona fide* the clerk of a certificated attorney from appearing before them as an advocate to represent his employer. **T. P.**

157. **TENANT—DAMAGE BY RABBITS.**—Will an action for damages be sustained by a tenant against the owner of adjoining land, for damages caused by rabbits off the land of the latter, such rabbits having eaten the wheat growing on the land of the tenant. Can any reference be given to an authority or decision upon the question? **Q.**

158. **FINAL EXAMINATION, 1876.**—Is it at all likely candidates for the final examinations of 1876 will be examined upon the Judicature Act and its procedure? **A STUDENT OF THE LAW.**

[It is at present uncertain. No student will be prejudiced however, and due notice will be given.—ED. SOLS' DEPT.]

159. **EXAMINATION AFTER EXPIRATION OF ARTICLES.**—I should feel obliged if any gentleman would inform me whether it is incumbent on me to go up for my final examination within any prescribed time after the expiration of my articles, or can I defer doing so for a period; if I can so delay, are there any notices to be given or formalities to be observed, and, if so, what are they? **T. W. B. B.**

160. **INTERMEDIATE EXAMINATION—JUDICATURE ACT.**—As I see references are made to the Judicature Act 1874, in Hayne's *Outlines of Equity*, I shall be obliged by your informing me whether the examiners intend to ask any questions on it in the Intermediate Examinations for this year? **AN ARTICLED CLERK.**
[Certainly not.—ED. SOLS' DEPT.]

Answers.

(Q. 141.) **INSURING DEFECTIVE TITLES.**—Your correspondent "P." is referred to the Law Property Assurance and Trust Society, 30, Essex-street, Strand, Property Department. The society issues prospectuses and an almanac showing what kind of defects it has already covered by insurance. **C. J. R.**

(Q. 151.) **ARTICLES OF CLERKSHIP.**—If Mr. L. Allan sends a copy of the certificate of his having passed a Cambridge Local Examination (junior's), to the secretary of the Incorporated Law Society, he will be informed as to its sufficiency or otherwise. I passed a similar examination in December, 1868, the production of the certificate of which obviated the necessity for my passing the Preliminary Law Examination. **ARTICLED CLERK.**

(Q. 152.) **DEED OF SEPARATION—CONVEYANCE BY WIFE.**—This question is insufficiently framed, in not stating whether the property was conveyed to the trustee, or the deed acknowledged, or whether the property proposed to be conveyed is the wife's separate estate; if so, she is in the position of a *feme sole*, and able to dispose by deed or will. If she is not so entitled, and the deed conveys the property to the trustee, and is acknowledged pursuant to 3 & 4 Will. 4, c. 74, the trustee can, without the husband's consent, convey; but otherwise his consent must be obtained, and the conveyance acknowledged. (See *Haddon v. Fladgate*, 1 Swabey & T. 48; *Pride v. Bubb*, L. Rep. 7 Ch. 64. **G. R. P.**)

LAW SOCIETIES.

PLYMOUTH, STONEHOUSE, AND DEVON. PORT LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Athenæum, Plymouth, on Wednesday, the 14th inst., E. G. Bennett, Esq., in the chair. The moot point for the evening was, "Does the present Government deserve the confidence of the country?" Mr. E. F. Fox (hon. sec.) advocated the claims of the ministry, and was seconded by Mr. Watken, whilst Messrs. W. W. Rickeard and W. A. Caunter led the opposition. The subject was discussed thoroughly, and with much animation, by Messrs. Adams, Loye, and others, and after Mr. Fox had replied, a division was taken, and the motion lost by a majority of four. At the close of the debate Mr. Adams made some observations on "Women's Disabilities," and concluded by moving "That in the opinion of this meeting it is undesirable that the Parliamentary Franchise should be extended to women." Mr. Fox seconded. Mr. Loye proposed as an amendment, "That it is desirable to extend the Parliamentary Franchise to unmarried women." Mr. Watken seconded. The amendment was first put to the meeting, and defeated by a majority of three, and afterwards the original motion was carried by a majority of six.

LAW AMENDMENT SOCIETY.

At a meeting of the Law Amendment Society, held on Monday week, Mr. G. W. Hastings read a paper on "The Law of Compensation for Damage by Riot, with Suggestions for Amendment." He said that his attention had been called some twelve months since to the law of compensation for damage done by rioters, owing to the serious riots which had taken place in the borough of Dudley at the last general election. Considerable damage was done to property in Dudley, but with one exception no redress had been obtainable by the sufferers. He would show that the existing law was most uncertain if not nugatory, and that the procedure in cases of smaller amount was obsolete. With regard to the law, Mr. Hastings went through a number of reported cases from the time of Lord Kenyon downwards, and stated the result of them to be this, that no compensation can be claimed unless the house or building attacked by the rioters is

totally destroyed, or the mob are driven off by superior force while the work of devastation is going on, and the jury have reasonable ground to believe that if not interrupted they would have proceeded to total destruction. In illustration of the injustice arising from such a state of the law, he quoted two cases, tried by Lord Ellenborough, in which two houses, the one in Wimpole-street, the other in Harley-street, had been damaged by the same mob on the same night; and while the one plaintiff obtained damages because the military had come up and dispersed the mob, the other failed in his action because the mob had previously quitted his house. The remedy for damages done under the amount of £30 was before a special sessions of the Hundred in which the riot had taken place. Now, the Hundred was an obsolete institution, and its sessions court was anything but a satisfactory tribunal. There was, moreover, great difficulty in raising a special rate from the Hundred for the exact sum obtained as damages, as he and his brother justices in Worcestershire had experienced in the Dudley case. He proposed that to remedy this state of things both the action in the superior courts and the proceeding before the session of the Hundred should be abolished, and that anyone whose property had been injured by riot—whether the destruction had been partial or complete, should have liberty to apply to the Quarter Sessions of the county for redress, with option of trial by jury; the damages awarded to be paid out of the county rate except where the riot had taken place in a borough having a separate police force, in which case they should be paid out of the borough rate. This would maintain the old principle of the common law, on which he conceived the statutory enactments had been founded, that the authority bound to keep the peace must pay for the consequences when the peace was broken.

A discussion ensued, and the paper was referred to the Municipal Law Committee for consideration.

THE LEGAL PRACTITIONERS' SOCIETY.

An adjourned meeting of the parliamentary committee of this society was held at the chambers of Mr. W. T. Charley, D.C.L., M.P., on the 15th inst. Mr. Low in the chair.

The Hon. Secretary (Mr. Charles Ford), read the minutes of the last meeting, which were confirmed. Numerous letters received from members of the society were laid on the table.

The Secretary reported that he had addressed a letter to Mr. C. E. Lewis, M.P., in regard to the question of the non-liability of counsel for the negligent discharge of professional duties and their inability to sue for fees. We publish this correspondence below.

The Hon. Secretary reported that he had been instrumental in forming a law society at Portsmouth, and that the Stockport Law Society and the Articled Clerks' Society (London) had joined the Legal Practitioners' Society.

The fact that an unauthorised person had for years practised as an advocate in one of the metropolitan police courts, notwithstanding the provisions of sect. 2 of the 6 & 7 Vict. c. 73, was fully discussed; it being stated that the council of the Incorporated Law Society had frequently had the matter under consideration. The hon. secretary was requested to make further inquiries on the subject.

Mr. Rowland called attention to the injurious operation of the 37th section of the 6 & 7 Vict. c. 73, prohibiting solicitors from commencing an action for fees till one month after delivery of their bills.

Mr. Pullagar stated that he had lost many hundreds of pounds in consequence of this enactment.

Mr. Burland stated that the evil was worse in the case of Chancery costs, as the client has twenty-one days after the service of a copy of the master's certificate of taxation, within which to pay the amount.

Mr. Ford suggested that, as regards common law costs, the difficulty could be got over by additions to the concluding provisions of the 37th section of the Attorneys' Act 1843, giving power to a judge or master at chambers to order taxation of a bill of costs, although the statutory month had not elapsed, on proof to his satisfaction that there is probable cause for believing that the client seeks to avoid payment.

On the motion of Mr. Ford, seconded by Mr. Holroyd Chaplin, it was, after discussion, resolved to embody such a provision in the Society's Bill.

On the motion of Mr. Rowland, it was resolved that the Secretary address a letter to the Lord Chancellor upon the subject of the Chancery rules and orders regulating the practice as to taxation and payment of solicitors' charges in Chancery and conveyancing business.

The Secretary again mentioned Mr. Rees's Conveyancing Charges Bill, and a long discussion ensued.

Mr. Rowland spoke in strong terms of the

prejudice in the public mind against solicitors' bills of costs, and urged the committee to take action in the matter.

Mr. Ford explained that many law societies had advocated different scales, and that action by the Incorporated Law Society might be looked for. The general feeling of the committee was against making any scale that may be agreed to by the Profession, compulsory, and some of Mr. Rees's proposals met with disapproval.

It was eventually agreed that the matter should stand over. In conjunction with this question it was decided that the operation of the Solicitors' Act 1870 should be further considered at the next meeting.

Mr. Ford laid on the table a Bill to facilitate the means by which professional men pass from one branch of the Profession to the other. He thought the first step was to repeal the 3rd section of the Solicitors' Act of 1860 and re-enact it in a form more suited to the present requirements of the public and the Profession.

The Hon. Secretary stated that he had received letters from some of the most eminent judges upon the subject.

The question was ordered to stand over till the next meeting.

After the transaction of other formal business, the meeting terminated with a vote of thanks to the chairman.

The following is the correspondence referred to in the above report:—

"10, Wellington-street, Strand, W.C.,
12th April 1875.

"The Legal Practitioners' Society.

"Dear Sir,—I am directed by the Parliamentary Committee of this society to forward to you a copy of a resolution unanimously adopted at a meeting of the Committee held on Thursday last.—I am, dear Sir, your faithful servant,

"CHARLES FORD, Hon. Secretary.

"C. E. Lewis, Esq., M.P., 8, Old Jewry,
City, E.C."

[Copy of Resolution.]

"That with a view of ascertaining the opinion of the House of Commons upon the question whether or not it is desirable to give barristers-at-law a right to recover their fees and to render them liable in an action for the negligent discharge of professional duties, Mr. C. E. Lewis, M.P., be asked to call the attention of the House to the subject."

"8, Old Jewry, London, E.C.,
19th April 1875.

"Dear Sir,—I beg to acknowledge the receipt of your letter of the 12th instant. I think I shall see my way to bring forward the subject you mention if I live till the next session of Parliament; but my hands are so full at the present time, and the Business Paper of the House of Commons so crowded, that I do not see my way to do it efficiently during the present session. My views remain as strong as ever they were.—Yours truly,

"CHARLES E. LEWIS.

"Charles Ford, Esq., 10, Wellington-street,
Strand, W.C."

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 21st April, 1875, Mr. C. E. Beal in the chair. Mr. Rubinstein opened the subject for the evening's debate, viz., "That the acquisition of large landed properties by individuals should be prohibited." The motion was lost by a majority of two. The subject for next week's discussion is, "That divorces should be obtainable by the mutual consent of husband and wife." To be supported by Messrs. Davies and Richardson; to be opposed by Messrs. E. J. Davis and Dean.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

M. TATHAM, ESQ.

THE late Meaburn Tatham, Esq., solicitor, of Frederick's-place, Old Jewry, who died at Merton Lodge, Highgate, on the 2nd instant, in the sixtieth year of his age, was the third son of the late Rev. Ralph Tatham, M.A., Vicar of Bishopston, in the county of Durham, by Anne, one of three daughters of Meaburn Smith, Esq., of Merton House, in that county. He was born in the year 1784, and was educated at the Grammar School, Durham. Admitted a solicitor in Trinity Term 1812, he was formerly and for many years head of the well-known city firm of Messrs. Tatham, Curling, and Co. Mr. Tatham married Elizabeth, daughter of the Rev. E. Parker, of Durham, by whom he has left five children. His remains were interred at Ryburgh, Norfolk.

W. A. COLLINS, ESQ.

THE late William Anthony Collins, Esq., Q.C., of East Grove, Tonbridge, and Satis House, Yoxford, Suffolk, who died at St. Leonards-on-Sea, on the 30th ult., in the seventy-fourth year of his age, was the second son of the late Charles Collins, Esq., of Brixworth Hall, in the county of Northampton, by Jane Forman, daughter of — Forman, Esq. He was born in London, in the year 1801, and received his early education at the school of Dr. Firminger. He afterwards entered Christ College, Cambridge, where he graduated B.A. in 1824, and proceeded M.A. in 1827. Called to the Bar at Lincoln's Inn, in Michaelmas Term, 1829, he practised for many years with considerable success as an equity draughtsman. He was appointed a Q.C. in 1861, and was a Bencher of Lincoln's Inn. Mr. Collins was twice married, first in 1830, to Anne, daughter of — Craghe, Esq., of Castle Park, Tipperary, by whom he has left one son and a daughter; he married, secondly, in 1862, Eliza Rose, only surviving child of the late George Lawrence, Esq., of Cadogan-place, London, by whom he has left one daughter and four sons. His remains were interred at Tonbridge, Kent.

W. P. TRISTRAM, ESQ.

THE late William Prince Trustram, Esq., solicitor, of 61, Chapside, who died at his residence in Chapsdown-villas, Westbourne-grove, on the 28th ult., in the thirty-eighth year of his age, was the only son of the late Charles Trustram, Esq., surgeon, of Tunbridge Wells, in the county of Kent, by Julia, daughter of John Prince, Esq., M.D. He was born at Tunbridge Wells in the year 1837, and was educated at Tonbridge Grammar School. He was admitted a solicitor 1860, and was a member of the well known firm of Hale, Trustram, and Co. This firm for several years carried on practice at Tunbridge Wells as well as in London, the country office being more especially conducted by Mr. Trustram, who was much engaged in heavy Parliamentary, Chancery, and conveyancing business on behalf of the town commissioners, as well as contentious business in town. Mr. Trustram was possessed of untiring industry and an unusual degree of foresight, to which his surviving partner attributes to a great extent the success of the firm. Mr. Trustram married, in 1864, Lydia, daughter of Charles Jones, Esq., by whom he has left six children. The remains of the deceased gentleman were interred at Brompton Cemetery.

A. O. MITCHELL, ESQ.

THE late Alexander Oswald Mitchell, Esq., solicitor, of Glasgow, who died at his residence, in Windsor-terrace West, in that city, on the 25th ult., in the fifty-sixth year of his age, was the second son of the late Andrew Mitchell, Esq., of Mansfield, in the county of Ayr, a solicitor in Glasgow, and of Lillias Oswald, daughter of Mr. Alexander Oswald, of Shieldhall. He was born at Cessnock, in the county of Lanark, on 19th Jan. 1820, and was educated in Glasgow and Edinburgh. He took the degree of B.A. at the University of Glasgow, in the year 1840, and having been duly admitted into the profession of the law, became, in 1844, a partner in the firm of Mitchell, Henderson, and Mitchell, of which his father was senior partner. Mr. Mitchell was a good scholar. He took a high place both at school and at the University, and he was well read in history and general literature. He had carefully studied Scotch law, particularly in the department of land rights, and was an adept in the practice of it. He had great experience in promoting and opposing railway and other Bills before Parliament, and showed much skill and ability in this department of his profession. He had suffered for a considerable time from disease of the heart, but the issue came unexpectedly yet peacefully, and his loss is much regretted. Mr. Mitchell married, in 1858, Isabella Oswald Haldane - Gordon, daughter of James F. Gordon, Esq., and granddaughter of Robert Haldane, Esq., of Auchingray, and has left one son, now studying at Harrow. His remains were interred in the Necropolis which overlooks the Cathedral of Glasgow.

PROMOTIONS AND APPOINTMENTS.

THE following are the Examiners of the High Court of Admiralty: W. T. Pritchard, E. C. Currey, Esq., G. H. Brooks, Esq., A. Heales, Esq., H. C. Coote, Esq., H. Stokes, Esq., G. A. Rogers, Esq., and Charles Ford, Esq.

THE HOUSE OF LORDS.—The Lord Chancellor has appointed Mr. Ralph Disraeli, one of the Senior Registrars of the Court of Chancery, to the office of Clerk Assistant and Deputy Clerk of the Parliament in the House of Lords, in the place of Sir William Rose, K.C.B.

At a recent meeting of the Common Council of the City of London, Mr. F. Charles Sydney was, by a narrow majority over Mr. W. T. Tilsley, elected to the office of Deputy Registrar of the Lord Mayor's Court. The appointment is worth £300 a year. All the selected candidates were, we believe, practitioners in the City of London.

THE GAZETTES.

Bankrupts.

Gazette, April 16.

To surrender at the Bankrupts' Court, Basinghall-street.
BOWEN, ALFRED, general merchant, Queen's-st, Bermondsey, and New Kent-rd. Pet. April 13. Reg. Hazlitt. Sols. Lawrence, Pews, and Co., Old Jewry. Sur. May 5
GIBB, JOHN DAVID, beer and ale merchant, Bankside, Southwark, and Finsbury, Old Kent-rd. Pet. April 12. Reg. Brougham. Sol. Burton, Queen-st. Sur. April 13

To surrender in the Country.

BATTERHAM, WILLIAM, farm bailiff, King's Lynn. Pet. April 12. Reg. Partridge. Sur. April 29
FEE, JOHN, silver and silver-plate manufacturer, Sheffield. Pet. April 23. Reg. Wake. Sur. April 29
HELLIWELL, RALPH, and HORSFALL, ELIZABETH, ironmongers, Halifax. Pet. April 13. Reg. Rankin. Sur. May 10
JOHNSON, SAMUEL, waste dealer, Farsley, Calverley. Pet. April 12. Reg. Robinson. Sur. April 27
MARRIOTT, SAMUEL, victualler, Scarborough. Pet. April 14. Reg. Woodall. Sur. May 5
PASCOE, CHARLES, packing case maker, Evelyn-st, Deptford. Pet. April 13. Reg. Pitt-Taylor. Sur. April 30
TEMPERTON, JOHN, boot and shoe manufacturer, Leicester, and Hasey. Pet. April 12. Reg. Ingram. Sur. April 27

Gazette, April 20.

To surrender at the Bankrupts' Court, Basinghall-street.
PELLEY, ALBERT, merchant, Regate, and Finch-la, London. Pet. April 16. Reg. Roche. Sur. May 5

To surrender in the Country.

FEWSON, JAMES, wine and spirit merchant, Kingston-upon-Hull. Pet. April 15. Reg. Phillips. Sur. May 3
HATTON, WILLIAM, cattle dealer, Ayr. Pet. April 15. Reg. Weller. Sur. May 6
MAPLEBACK, JAMES, farmer, Bramshall, Southampton. Pet. April 15. Reg. Walker. Sur. May 4
MARCH, NICHOLS, general draper, Lower-sq, Isleworth. Pet. April 15. Dep. Reg. Ruston, Jun. Sur. May 4
MARTIN, JAMES, paperhanger, Stockton-on-Tees. Pet. April 16. Dep. Reg. Archer. Sur. May 4
PARKER, JAMES BROWN, farmer, Upton. Pet. April 17. Reg. Cooke. Sur. May 3
PENNY, BENJAMIN, woollen manufacturer, Yeading. Pet. April 14. Reg. Marshall. Sur. May 12
TURNER, BENJAMIN, jeweller, Newcastle-upon-Tyne. Pet. April 15. Reg. Mortimer. Sur. May 1
WOLDRIDGE, EDWARD, writing clerk, Brighton. Pet. April 16. Reg. Evershed. Sur. May 19

Bankruptcies Annulled.

Gazette, April 16.

WRIGHT, WALTER, boot and shoe dealer, Ormskirk. June 17, 1870

Orders of Discharge.

BANKRUPTS' ESTATES.

Gazette, April 13.

COLEMAN, JOHN SHERRARD, hotel keeper, St. Anne's gardens, Kentish-town
SADGROVE, EDWIN, plumber, Caledonian-rd, Islington

Gazette, April 16.

KESTVEN, JAMES ELLIOTT, butcher, Eastwood Mount, and the Shambles, Rotherham

UNDER LIQUIDATION BY ARRANGEMENT.

Gazette, April 13.

SHAW, LUKE, woollen manufacturer, Elland, near Halifax

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, April 16.

ANDERSON, DANIEL, builder, Arlecdon. Pet. April 13. April 30 at twelve, at office of Sol. Faltson, Whitehaven
BELL, FREDERICK, LEXANDER, in liquidation, Longsight. Pet. April 10. April 26, at three, at office of Sol. Wilde, Manchester
BENYON, EDWARD GARRARD, draper, Portsea. Pet. April 12. May 3, at one, at office of Sol. Aird, Eascheap
BERINGER, JACOB, jeweller, Falmouth. Pet. April 12. April 29, at three, at office of Sol. Jenkins, Falmouth
BOUCH, WILLIAM, grocer, John's-ter, Earl's Court-hd. Pet. April 12. April 28, at two, at office of A. Lass, 60, Cornhill. Sol. Corrells, Wandsworth
BROOK, FREDERICK, FRANCIS, merchant, Manchester. Pet. April 12. April 30 at four, at office of Richardsons and Trevor, accountants, 2, Clarence-bldgs, Booth-st, Manchester. Sols. Rowley, Page, and Bowley, Manchester
BURLEY, WILLIAM, cabinet maker, Plumstead. Pet. April 12. April 30, at three, at office of Mr. McKown, 143, High-st, Woolwich
BURTON, JOHN, jun., surgeon, Walsall. Pet. April 14. April 30, at three, at office of Sol. Dale, Birmingham
BURY, CHARLES JAMES and LEECH, ROGER, Australian merchants, Chancery-church-st, and Melbourne. Pet. April 13. May 11, at two, at office of Harding, Whitney, and Co., accountants, 8, Old Jewry. Sols. Nash, Field, and Mathews, Queen-st
BYRNE, DENNIS, boot manufacturer, Liverpool. Pet. March 24. April 23, at three, (and not March 23, as printed in Gazette of March 29), at office of Sol. Lowe, Liverpool
COLE, WILLIAM, beerhouse keeper, Tavistock. Pet. April 10. May 1, at eleven, at office of Sol. Luxton, Tavistock
COOMBE, THOMAS, wholesale confectioner, Plymouth. Pet. April 12. April 29, at eleven, at office of Sols. Greenway and Adams, Plymouth
COX, CHARLES, pork butcher, Colchester. Pet. April 13. May 6, at three, at the Three Cups hotel, Colchester. Sol. Jones, Colchester
CROW, WILLIAM, needle scourer, Redditch. Pet. April 14. April 27, at three, at office of Sol. Simmonds, Redditch
CUSACK, ALBERT, victualler, Charlotte-st, Bedford-sq. Pet. April 14. April 30, at one, at 150, Euston-rd. Sol. Webb
DEACON, JOHN, butcher, Burnham. Pet. April 8. April 27, at twelve, at office of Sols. Reed and Cook, Bridgewater
DICKER, JOHN, organ builder, Exeter. Pet. April 12. May 3, at eleven, at office of Sol. Campion, Exeter
DOLBY, GEORGE, musical agent, New Bond st, and Devonshire-ter, Hyde-park. Pet. April 9. April 30, at twelve, at office of Great Queen-st. Sols. Duncan, Murton, Warren, and Gardner, Bloomsbury-sq
DOWLING, JAMES LEWIS, builder, Sheffield. Pet. April 14. April 29, at eleven, at office of E. Bennett, 30, Norfolk-st, Sheffield. Sol. Hodgson, Sheffield
DU TERREAU, LOUIS HENRY FRENCH, journalist, Park-villas, Ravenscourt-park, Hammersmith. Pet. April 9. April 29, at three, at office of Sol. Watson, Guildhall-yd
EDGAR, JEREMIAH, joiner, Toxteth-park. Pet. April 13. April 29, at eleven, at office of Sol. Quelch, Liverpool
FELGATE, SAMUEL ROBERT, hatter, Hampstead-rd. Pet. April 12. April 29, at two, at office of H. Howse, accountant, 2, Staple-inn, Holborn. Sol. Morris

FISHER, PETER, Sutton. Pet. April 14. May 5, at ten, at office of Sol. Grace, St. Helens.

FROST, DANIEL, carrier, Leicester. Pet. April 13. May 3, at three, at office of Sol. Jeffery, Northampton.

FYNS, HENRY, china dealer, Broadmead and Bristol. Pet. April 13. April 24, at eleven, at office of Sol. Essary, Bristol.

GANDY, JOHN, milliner, Bilston. Pet. April 13. April 27, at eleven, at office of Sol. Baker, Willenhall.

GILHAM, FREDERICK, upholsterer, Hithin. Pet. April 12. April 27, at eleven, at office of Sol. Wade, East St. John.

GLOVE, HENRY, boot manufacturer, Birmingham. Pet. April 12. April 23, at eleven, at office of Sol. Free, Birmingham.

GODDARD, HENRY, baker, John's-ter, Woolwich-rd, East Green wick. Pet. April 8. May 4, at twelve, at office of Sol. Ramskill, Church-st.

GODDEN, ROBERT, grocer, Fore-st, Edmonton. Pet. April 9. April 26, at two, at office of Lovelock and Whiffin, accountants, 19, Coleman-st. Sol. Robinson, Gresham-house, Old Broad-st.

GREENWOOD, JAMES, aerated water manufacturer, Wakefield. Pet. April 14. May 5, at three, at the Brown Cow hotel, Swine Market, Halifax. Sol. Wainwright, Wakefield.

GUTTRIDGE, HARRIET, joiner, Old Basford. Pet. April 10. April 30, at twelve, at office of Sol. Shelton Nottingham.

GUYER, WILLIAM, hardwareman, North Shields. Pet. April 14. April 27, at twelve, at office of Sol. Garbutt, Newcastle.

HALL, SIDNEY GEORGE, builder, Bleadon. Pet. April 13. April 30, at two, at office of J. and S. B. Parsons, accountants, Athenium-chambers, Nicholas-st, Bristol. Sol. Baker, Phillott, and James, Manchester.

HANLY, GEORGE, jun., grocer, Camborne. Pet. April 9. April 24, at one, at office of Carlyon and Paull, solicitors, Quay-st, Truro. Sol. Tresidder, St. Ives.

HARRISON, ESTHER, widow, general drapery agent, Monkwearmouth. Pet. April 29. April 29, at eleven, at office of Sol. McKenzie, Sunderland.

HAYES, WILLIAM, hammerman in Royal Arsenal, Union-st, Woolwich. Pet. April 12. May 1, at three, at the Free Trader, 23, Beresford-st, Colchester. Sol. Cooper, Chancery-la.

HERBISON, ROBERT McDONNELL, foot merchant, Darlington. Pet. April 12. April 29, at twelve, at office of Sol. Wilkes, Darlington.

HEWLETT, WILLIAM HENRY, writing clerk, Barbourne. Pet. April 14. April 29, at eleven, at office of Sol. Free, Worcester.

HICKES, LEWIS, builder, Goddard-st, Exeter. Pet. April 29. April 29, at twelve, at the Castle hotel, Castle-st, Exeter. Sol. Flood, Exeter.

HODGKINSON, HENRY, and SLATER, WILLIAM, picker manufacturers, Over Darwen. Sol. 4, at four, at office of Ramwell and Sumner, solicitors, 13, Pall Mall. Sol. Hindle, Over Darwen.

HOLLINGS, EDMUND, chemist, Birmingham. Pet. April 13. April 29, at three, at office of R. Wilson, auctioneer, 40, Bennett's-hill, Birmingham. Sol. Simmonds, Birmingham.

HORTON, ALBERT, proprietor of an entertainment called the Diorama of Ireland, Crampton-st, Walworth. Pet. April 13. April 29, at three, at office of Sol. Swaine, Cheshire.

HOUGHTON, THOMAS, jun., miller, Bolehurst. Pet. April 10. April 29, at two, at office of Sol. Whitley and Piper, Bedford.

HUGHES, JOHN, Tynewydd, near Treherbert. Pet. April 13. May 6, at twelve, at office of Sol. Thomas, Pontypridd.

HUGHES, THOMAS, draper, Tregaron. Pet. April 13. April 29, at eleven, at office of Sol. Lloyd, Lampeter.

HUBWITCH, MORRIS, out of business, West Hartlepool. Pet. April 9. April 30, at four, at office of Sol. Todd, West Hartlepool.

HYAMS, ABRAHAM, fruit merchant, Mitre-st, Aldgate. Pet. April 9. April 27, at twelve, at offices of Sol. Morris, Staple-inn, Holborn.

INOR, WILLIAM HARDLEY, grocer, Newcastle-under-Lyme. Pet. April 8. April 24, at half-past ten, at office of Sol. Hollinshead, Tunstall.

JACOBS, EMANUEL, factor, Birmingham. Pet. April 13. April 29, at half-past ten, at the Queen's hotel, Birmingham. Sol. Davies, Birmingham.

JACOBS, WILLIAM, victualler, Kates-hill, near Dudley. Pet. April 7. April 27, at eleven, at office of Sol. Smith, Wednesbury.

JONES, JABEZ JOHN, bacon curer, Ramsbury. Pet. April 12. April 27, at two, at the Three Swans hotel, Hungerford. Sol. Lucas, Newbury.

JOHNSON, EDWIN, auctioneer, Thurlow-pl, and Fulham-rd. Pet. April 14. April 30, at three, at office of Sol. Messrs. Jones, Land.

LAUGHTON, GEORGE, miller, Egmont. Pet. April 13. April 30, at eleven, at office of Sol. Marshall, Sons, and Besoboy, East Retford.

LINSELL, JOHN, grocer, Reigate. Pet. April 8. April 27, at three, at office of Sol. Wood and Hare, Basinghall-st.

LIVING, JOSIAH, miller, Great Shelford. Pet. April 12. April 28, at eleven, at the Red Lion hotel, Petty Curry, Cambridge. Sol. Freeland and Bellingham, Saffron Walden.

LIVSEY, RICHARD, general dealer, Huddersfield. Pet. April 12. May 1, at eleven, at office of Sol. Hodgson, Manchester.

LOYD, HUGH, shopkeeper, Llandwibrefy. Pet. April 10. April 30, at twelve, at the Home Trade Association Rooms, 8, York-st, Manchester. Sol. Jones, Aberystwith.

LUNDEN, THOMAS WILSON, grocer, Manchester. Pet. April 14. April 30, at eleven, at offices of Sol. Boote and Edgar, Manchester.

LUNN, WILLIAM, smallware dealer, Wakefield. Pet. April 14. May 6, at eleven, at the Queen hotel, Bradford. Sol. Wainwright, Wakefield.

MATTISON, JOSEPH, cabinet maker, Sunderland. Pet. April 9. April 30, at three, at office of Sol. Bell, Sunderland.

MAYBURY, GEORGE, grocer, Willenhall. Pet. April 14. April 29, at eleven, at office of Sol. Clark, Willenhall.

MILKIN, JOHN, and HAYWOOD, THOMAS, cotton spinners, Oldham. Pet. April 12. May 6, at three, at the Clarence hotel, Manchester. Sol. Leigh, Manchester.

MITCHELL, THOMAS, baker, Morpeth. Pet. April 13. April 30, at eleven, at office of Sol. Keenlyside and Foster, Newcastle.

MOSS, FREDERICK, cocoa nut manufacturer, Bileston. Pet. April 13. May 5, at twelve, at office of Sol. Pollard, Ipswich.

MURRELL, HARRIET, spinster, butcher, Half Moon-passage, Leadenhall-market. Pet. April 14. April 29, at two, at office of Sol. Barrett, Leicester.

NOBLE, JOHN, carpenter, Naylor's-ryd, Golden-sq, and High-st, Marylebone. Pet. April 12. May 4, at two, at the Guildhall coffee-house, Gresham-st. Sol. Shearman, Gresham-st.

PAIRA, FREDERICK SYDNEY, commercial traveller, Amersham-vaile, New-croft. Pet. April 12. April 29, at three, at offices of Sol. Cooper, Chancery-la.

PATIENT, WILLIAM, jeweller, Brompton-rd. Pet. April 13. May 4, at two, at office of Sol. Mirams, New-inn, Strand.

PERKINS, RICHARD ORLANDO, refreshment house keeper, Park-la, Piccadilly, and bottle merchant, Postern-row, Tower-hill. Pet. April 12. April 26, at ten, at office of Sol. Long, Blackfriars-road.

PINKARD, ROBERT, carrier, Northampton. Pet. April 10. April 27, at three, at office of Sol. Loke, Northampton.

PITMAN, JOHN, carpenter, Milton, in Kewstoke. Pet. April 10. May 3, at twelve, at offices of Sol. Chapman, Weston-super-Mare.

POLE, EDWARD, commission agent, Birmingham. Pet. April 9. April 24, at a quarter-past ten, at offices of Sol. East, Birmingham.

POOLE, WILLIAM, money scrivener, Manchester. Pet. April 12. May 4, at two, at office of Sol. Bent, Manchester.

ROBERTS, ROBERT, general dealer, Wigan. Pet. April 10. April 29, at eleven, at office of Sol. Byron, Wigan.

ROBINSON, JOSEPH, flagger, Preston. Pet. April 12. April 28, at two, at office of Sol. Cunliffe and Watson, Preston.

ROBINSON, JOSEPH HENRY, colliery merchant, Wellington. Pet. April 12. April 30, at one, at the Bell hotel, Leicester. Sol. Burns and Henry, Wellington.

SAYER, WILLIAM, sen., and SAYER, WILLIAM, jun., grocers, Thornley. Pet. April 13. April 28, at eleven, at offices of Sol. Stevenson and Meek, Darlington.

SIMMONS, JOHN, saddler, Woolwich. Pet. April 13. May 1, at one, at the Wheatheaf, Woolwich. Sol. Cooper, Chancery-lane.

SNOWDON, JAMES WILD, SNOWDON, WILLIAM ROBERT, and SNOWDON, ATROL, upholsterers, Finsbury-pavement. Pet. April 10. April 20, at two, at the Guildhall coffee-house. Sol. Taylor, Hoare, Taylor, and Cooke.

STONE, ROBERT ATTWOOD, master mariner, Liverpool. Pet. April 12. April 28, at three, at office of Sol. Wilson, Liverpool.

SUNDERLAND, WILLIAM, grocer, Halifax. Pet. April 13. April 29, at eleven, at office of Sol. Jubb, Halifax.

TAYLER, JONATHAN HALL, butcher, Newcastle. Pet. April 13. April 21, at two, at office of Sol. Messrs. Joel, Newcastle.

TAYLOR, DOROTHY, ironmonger, Howden. Pet. April 10. April 29, at four, at offices of B. Pickering, accountant, 8, Parliament-st, Hull. Sol. Hind, Goole.

TAYLOR, JOSEPH, tin plate worker, Howden. Pet. April 10. April 29, at three, at office of B. Pickering, accountant, 8, Parliament-st, Hull. Sol. Hind, Goole.

TOLLEY, JAMES, manager to a china dealer, Bushfield Cottage, Harewood. Pet. April 13. April 29, at three, at office of Sol. Reader, Gray's-inn-sq.

WASHINGTON, ALBERT WILLIAM, bootmaker, Fenton. Pet. April 8. April 28, at three, at office of Sol. Ashmall, Hanley.

WELLS, JOHN, plumber, Witney. Pet. April 12. May 4, at half-past ten, at office of Sol. Mallett, Oxford.

WELLS, JOSEPH, cab proprietor, Goldhawk-mews, and Sandringham-villas, Shepherd's-bush. Pet. April 9. April 23, at three, at office of W. Dorrner, 33, Moorgate-st. Sol. Pullen, Cloisters, Temple.

WEST, LEWIS BORRETT, gentleman, St. Mary's-grove-park, Chiswick. Pet. March 23. April 23, at twelve, at the Guildhall tavern, city, London. Sol. Preston, East India-avenue, Leadenhall-st.

WHITFIELD, JOHN, team owner, Liverpool. Pet. April 12. April 29, at three, at office of Sol. Lowe, Liverpool.

WHITNEY, JOHN, brickmaker, Watlington. Pet. April 13. April 30, at half-past one, at the Globe hotel, King's Lynn. Sol. Ollard, Welshman, and Carriek, Wisbech.

WILKINS, ROBERT, plumber, Dumfries. Pet. April 12. April 29, at twelve, at the Lion hotel, Wrexham. Sol. Brooksidge, Corwen.

WILLIAMSON, ROBERT, innkeeper, Blackburn. Pet. April 13. April 28, at two, at the Golden Lion inn, Blackburn. Sol. Eddelton, Blackburn.

WINTERBOTTOM, JOHN BRIDEAU, newsagent, New Brighton and Liverpool. Pet. April 14. April 29, at three, at offices of Sol. Lawrence and Dixon, Liverpool.

WOLFE, MORRIS, leather bag manufacturer, Pilgrim-st. Pet. April 14. April 29, at two, at office of B. Nicholson, 7 and 8, London Bridge Railway-approach, Southwark. Sol. Bosanquet.

YEWDALE, WILLIAM, manufacturer, Poole, in Otley. Pet. April 14. April 29, at two, at office of Sol. Pullan, Leeds.

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AMBLER, MORDECAI, out of business, Halifax. Pet. April 17. May 3, at four, at office of Sol. Storey, Halifax.

AMBLER, WILLIAM, attorney-at-law, Salford. Pet. April 15. May 12, at three, at office of Messrs. Horner, Riggfield.

BABER, WILLIAM, licensed victualler, Horns Tavern, Gutter-la. Pet. April 16. May 12, at two, at offices of Slater and Pannell, public accountants, Guildhall-chambers, Basinghall-st. Sol. Hewitt, Nicholas-la, Lombard-street, E.C.

BAILES, MAX WELSH, grocer, Durham. Pet. April 14. May 5, at five, at office of Sol. Bignall, Durham.

BALL, FREDERICK, grocer, Heath Town, near Wolverhampton. Pet. April 16. May 1, at a quarter-past ten, at offices of Sol. Stratton and Rudland, Wolverhampton.

BARN, BENJAMIN, corn merchant, Colchester. Pet. April 13. March 31. April 30, at eleven, at offices of Sol. Jones, Colchester.

BARNETT, MORRIS, general warehousemen, Cutler-st, Houndsditch, and Brushfield-street, Spitalfields. Pet. April 15. May 3, at three, at the Guildhall Coffee House, Gresham-st. Sol. Messrs. Plesse, Old Jewry-chambers.

BATES, FREDERICK, coachbuilder, Chesterfield. Pet. April 13. May 7, at three, at office of Sol. Gee, Chesterfield.

BELL, THOMAS, out of business, Monmouth. Pet. April 13. April 30, at eleven, at office of Sol. Tillet, Sunderland.

BLAKEMORE, WILLIAM EDWARD, cigar case manufacturer, Birmingham. Pet. April 17. May 6, at three, at office of R. Wilson, auctioneer, 40, Bennett's-hill, Birmingham. Sol. Simmonds, Birmingham.

BRAMHAM, CHARLES, stonemason, Mexborough. Pet. April 15. May 4, at three, at offices of Sol. Whitfield and Taylor, Rotherham.

BRYANT, FRANK, brewer, Cheltenham. Pet. April 17. April 29, at eleven, at office of Sol. Prosser, Cheltenham.

CATTERMOLE, RICHARD MONTAGUE, accountant's clerk, Thurston-rd, Lewisham. Pet. April 16. April 30, at two, at office of Sol. Podmore, Union-st, Old Broad-st.

CLANCY, MARGARET, spinster, costume manufacturer, Finsbury-pavement. Pet. April 8. April 28, at two, at office of Sol. Munton and Morris, Lambeth-hill, Queen Victoria-st.

CLOUGH, JOHN WILKINSON, thinner, Bradford. Pet. April 16. May 3, at eleven, at offices of Sol. Terry and Robinson, Bradford.

COLE, WILLIAM, builder, Bishopswearmouth. Pet. April 16. May 1, at twelve, at offices of Sol. Skinner, Sunderland.

CORLESS, THOMAS, licensed victualler, Aston. Pet. April 15. April 30, at eleven, at office of Sol. Ansell, Birmingham.

CULLEY, MICHAEL, gauger, Manchester. Pet. April 16. May 4, at three, at office of Sol. Simpson, Manchester.

CURETON, WILLIAM, grocer, Nantwich. Pet. April 14. May 3, at two, at the Royal hotel, Crewe. Sol. Lisle, Nantwich.

DREY, JOSEPH, builder, Halifax. Pet. April 17. May 4, at three, at the Talbot hotel, Halifax. Sol. Leeming, Halifax.

EASTWOOD, SMITH, stonemason, Scholes. Pet. April 15. May 1, at half-past three, at offices of Sol. Scholefield and Taylor, Cleckheaton.

EDWARDS, WILLIAM, grocer, Blaiza, in par. Aberystwith. Pet. April 13. May 5, at three, at the Queen's hotel, Newport. Sol. Harris, Tredegar.

ELKINGTON, WILLIAM, grocer, Buckingham. Pet. April 14. May 1, at eleven, at the Swan and Castle hotel, Buckingham. Sol. Selley, Soles, and May, Birmingham.

EVANS, WILLIAM, butcher, Brecon. Pet. April 14. May 6, at eleven, at the George hotel, Brecon. Sol. Joynt, Birmingham.

FARNER, JOHN SEYMOUR, miller, Littleton Mill, par. West Levington. Pet. April 17. May 3, at one, at office of Sol. Smith, Devizes.

FORD, ARTHUR, dealer in china, Bedford. Pet. April 12. April 28, at eleven, at office of Sol. Stimson, Bedford.

FOX, MICHAEL, and FOLKES, WILSON, WILLIAM HENRY, wool-staplers, Bradford. Pet. April 13. April 30, at eleven, at offices of Sol. Terry and Robinson, Bradford.

FOX, ROBERT, boot dealer, Scarborough. Pet. April 15. May 3, at two, at offices of Sol. Cornwall, Watts, and Crowther, Scarborough.

GALLOW, JOHN, general dealer, Felling. Pet. April 15. April 24, at three, at office of Sol. Harle and Co., Newcastle-upon-Tyne.

GIBSON, ALFRED PETER, bookbinder, Botolph-claydon, Eastcheap. Pet. April 17. April 23, at two, at the Swan Tavern, Great Dover-st, Borough. Sol. Waring, Ludgate-hill, City.

GLADDING, JOHN WILLIAM, and GLADDING, DAVID, woollen drapers, Bishopsgate-st Without. Pet. April 14. May 5, at two, at office of Slater and Pannell, 1, Guildhall-chambers, Basinghall-st. Sol. Webb, Stock, and Binks, Argyl-st, Regent-st.

GLITSCHSTEIN, FREDERICK, wine merchant, Muscovy-st, Tower-hill. Pet. April 8. May 6, at two, at office of H.A. Dubois, accountant, 2, Gresham-bldgs, Basinghall-st. Sol. Murray, Salisbury.

GREENE, JOHN, and KING, HENRY, boot and shoe manufacturers, Bristol. Pet. April 17. May 3, at half-past two, at office of Nicholson, public accountant, 7 and 8, London Bridge Railway Approach. Sol. Bookingham, Bristol.

HENSHALL, WILLIAM, grocer, builder, Wharston and Over, otherwise Winsford. Pet. April 14. May 8, at ten, at the Town Bridge Lecture Room, Northwich. Sol. Fletcher, Northwich.

HEYWOOD, THOMAS, and MILLS, JOHN, cotton spinners, Oldham. Pet. April 16. May 7, at three, at the Clarence Hotel, Springfield, Manchester. Sol. Leigh, Manchester.

HOBBSON, JOHN, grocer, South Stockton. Pet. April 14. May 4, at eleven, at offices of Sol. Trotter, Stockton-on-Tees.

HUXLEY, THOMAS WILLIAM, painter, Alcester. Pet. April 14. May 5, at two, at office of Sol. Jones, Alcester.

IM THURN, JOHN CONRAD, and IM THURN, JOHN CONRAD, Jun., merchants, East India-avenue, Leadenhall-st. Pet. March 31. June 16, at one, at the Cannon-st hotel, Cannon-st. Sol. Garsdale, Manchester. Sol. Leigh, Manchester.

JEFFREY, JOHN, superintendent registrar of births, deaths, and marriages, Bow-st. Pet. April 16. May 3, at three, at office of Sol. Holder, Aldersgate-st, E.C.

JONES, THOMAS, builder, Newbridge. Pet. April 16. May 3, at two, at offices of Messrs. Pain, Newport.

LACEY, BENJAMIN, chairmaker, Middleborough. Pet. April 16. May 6, at three, at offices of Sol. Draper, Stockton-on-Tees.

LEWIS, ABRAHAM, jeweller, Newcastle-upon-Tyne. Pet. April 17. May 5, at two, at the Hen and Chickens Hotel, New-st, Birkenhead. Sol. Messrs. Joel, Newcastle-upon-Tyne.

MARTIN, WILLIAM ROSE, stock broker, Liverpool. Pet. April 16. May 4, at two, at offices of Gibson and Bolland, Liverpool. Sol. Hunter, jun, Liverpool.

MENDELSSOHN, ALBERT, fine art publisher, Fetter-la, and Ansfield, Finsbury. Pet. April 16. May 3, at three, at office of Sol. Davies, Furnival's-inn, Holborn.

MITTEN, GEORGE, cutler, Brighton. Pet. April 17. May 8, at twelve, at the Chamber of Commerce, 145, Cheapside. Sol. Meek, Finsbury, and Gell, Brighton.

MORGAN, JOHN WILLIAMS, grocer, Carnarvon. Pet. April 15. May 3, at one, at the Castle hotel, Bangor. Sol. Roberts, Bangor.

MORISON, JOHN, merchant, Goodman's-yard, Minorities, Hackney Wick, and Billiter-st. Pet. April 13. May 6, at twelve, at the Guildhall Coffee House, Gresham-st. Sol. Phelps and Sidgwick, Gresham-st.

MORSEMAN, JESSE, builder, Grove-pl, Lissongrove. Pet. April 16. May 12, at twelve, at office of Sol. Deane, Chubb, and Co., Southsq, Gray's-inn.

MORTIMER-MCINTOSH, CHARLES HARRY DE, managing law clerk, Albany-rd, Old Kent-rd. Pet. April 12. April 29, at two, at office of Sol. Gray, Bell-yd, Doctor's-commons.

ORCHARD, JOHN, lace maker, Long Eaton. Pet. April 13. May 4, at three, at Nag's Head inn, Sneyton, Nottingham. Sol. Briggs, Derby.

PARNABY, GEORGE THOMAS, engineer, Preston. Pet. April 15. April 30, at eleven, at office of Sol. Forshaw, Preston.

ROBERT, ANNE, and GOODCHILD, GEORGE, wholesale ironmongers, Golden-sq. Pet. April 16. May 4, at two, at office of H. Bourn, accountant, 8, Paternoster-row, London. Sol. Wells, Paternoster-row.

PHILLIPS, DAVID, miller, Wolverhampton. Pet. April 16. May 5, at half-past two, at office of Sol. Glover, Walsall.

PHIPP, JAMES WILLIAM, and FERRETT, SAMUEL, hauliers, Devizes. Pet. April 17. May 3, at eleven, at office of Randall, Exchange-pl, Devizes. Sol. Day, Devizes.

PILLEY, HENRY LINDLEY, clerk, Mount Pleasant-cottages, Mount Pleasant, Upper Clapton. Pet. April 17. May 1, at three, at the London Tavern, Bishopsgate-st Within. Sol. Simpson and Cullingford, Gracechurch-st, E.C.

PLANT, THOMAS, out of business, Birmingham. Pet. April 12. April 29, at eleven, at the White Horse hotel, Congreest, Birmingham.

RADDEN, HENRY, hair manufacturer, Hulme. Pet. April 16. May 5, at three, at the Commercial Inn, Riggfield, John Dalton-st, Manchester.

REES, JOHN ROGERS, spirit merchant, Swansea. Pet. April 17. April 28, at two, at the Mackworth Arms hotel, Swansea. Sol. Field.

RICHARDSON, WILLIAM, sanitary inspector, Sutton. Pet. April 16. May 4, at one, at office of Sol. Crammond, Carter-la.

ROBERT, ANNE, grocer, Birkenhead. Pet. April 15. May 1, at eleven, at office of J. G. B. Mawson, accountant, 8, Duncan-st, Birkenhead. Sol. Anderson, Birkenhead.

SAVERY, EDWIN, jun., builder, Albert-rd, Bexley. Pet. April 15. May 1, at twelve, at office of Sol. Nutt, Abrahams-st, St. Benet-pl, Greenwich.

SELICK, REUBEN FRANCIS, butcher, Exeter. Pet. April 16. May 3, at twelve, at the Bristol Inn, Exeter. Sol. Peyton, Exeter.

SHERRARD, FREDERICK CHARLES, accountant, Newcastle-upon-Tyne. Pet. April 16. April 30, at half-past eleven, at the Court House, Westgate-road, Newcastle-upon-Tyne. Sol. Oliver, Durham.

SIMMONS, EDWARD, upholsterer, Portsea. Pet. April 15. April 30, at twelve, at the Chamber of Commerce, 145, Cheapside. Sol. Blake, Portsea.

SOUTH, EDWARD WILLIAM, waste paper dealer, King-st, Borough, Southwark, and St. David's-st, New Kent-rd. Pet. April 7. April 24, at eleven, at 1, Hare-pl, Fleet-st, London. Sol. Ody.

THOMAS, LEOPOLD POLLARD, no occupation, James-st, Bocking-ham-gate. Pet. April 12. May 4, at two, at the East of Court hotel, Holborn. Sol. Messrs. Lemley, Conduit-st, Basinghall-st.

TILLY, JAMES, doctor of medicine, Stone House, Richmond. Pet. April 14. May 1, at one, at office of Sol. Cooke, Gray's-inn-sq.

TIPLADY, JOSEPH, al merchant, Hobburn New Town. Pet. April 16. May 7, at eleven, at office of Sol. Forster, Newcastle-upon-Tyne.

TREVOR, WILLIAM DURANT, clothier, Cardiff. Pet. April 15. May 6, at eleven, at office of Sol. Morris, Cardiff.

TUNNER, HENRY ROBERT, innkeeper, Cambridge. Pet. April 15. April 29, at eleven, at the Bell Inn, Cambridge.

VAUGHAN, WILLIAM, tailor, Chirk. Pet. April 16. May 3, at twelve, at the Queen's hotel, Oswestry. Sol. Dorne, Oswestry.

WARREN, BENJAMIN ADAM, grocer, Clapham-rd. Pet. April 12. April 28, at two, at office of Sol. Bradley, Mark-la.

WILDERMAN, ISAAC, general shopkeeper, Boxworth. Pet. April 14. May 4, at one, at the Railway Inn, near the railway station, Cambridge. Sol. Hicks, Globe-rd, Mile End, E.

WILSON, JAMES MONTGOMERY, wine merchants' engineer, Fenchurch-pl, and Turner-st, Commercial-pl. Pet. April 12. April 28, at two, at office of Sol. Lea, Old Jewry-chambers.

WRIGHT, ROBERT, farmer, Harton. Pet. April 15. May 1, at ten, at offices of Sol. Crumblie, Stonegate.

WOLFF, JULIUS, emigration agent, Liverpool. Pet. April 16. May 3, at eleven, at office of Sol. Cotton, Liverpool.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bentall, T. stock broker, second, 11, 21-6th Sts. Paget, Basinghall-st.—Cooper, C. colonel on the retired list of H.M.'s Indian military forces, third, 15, 54d, and 11s. 11d. to new profits. Paget, Basinghall-st.—Culles, F. C. late of Canterbury, first, 8s. 6d. Paget, Basinghall-st.—Hare, A. cloth merchant, first, 3d, 5th Sts. Paget, Basinghall-st.—Mayhew, W. L. grocer, first, 6d. Paget, Basinghall-st.—Smith, R. surgeon, first, 3d. Paget, Basinghall-st.—Southgate, H. auctioneer, first, 3d. Paget, Basinghall-st.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HARRIS.—On the 20th inst., at Croft Lodge, Acton, Middlesex, the wife of Stanley W. Harris, solicitor, of a daughter.

HUMFREY.—On the 12th inst., at Heggett Hall, Horstead, the wife of Robert Harvey Blake Humfrey, Esq., J.P., and barrister-at-law, of a son.

MOXON.—On the 12th inst., at Brooklands-villa, Cambridge, the wife of James Henry Moxon, Esq., barrister-at-law, of a son.

WISTELL.—On the 8th inst., at Northallerton, the wife of Charles Wistell, Esq., solicitor, of a son.

MARRIAGES.

COOKE—PROSSER.—On the 31st inst. at Brompton, John Cooke, Esq., of Lincoln's-inn, barrister-at-law, to Janet, daughter of Thomas Prosser, Esq.

OTTER—CROSS.—On the 20th inst., at Weybridge, Francis Otter, Fellow of Corpus Christi College, Oxford, and of Lincoln's-inn, barrister-at-law, to Emily Helen, daughter of the late William Cross.

RICE—ROGERS.—On the 13th inst., at Willesden, Edward James, Rice, of Northampton, solicitor, to Catherine Dartman Rogers, of Harlesden, N.W., and formerly of Watford.

SILVER-HART.—On the 15th inst., at St. Mark's, Dartmouth-hill, Augustus Charles Sadler, of Fountain House, Hammersmith, Richmond, Surrey, and 22, Golden-square, W., solicitor, to Jessie, second daughter of Henry Hart, Esq., of 52, Notland-square, W.

DEATHS.

COCKLE.—On the 17th inst., aged 63 years, Mr. Henry Cockle, Rectifier, Deptford, Kent, at his residence, Deptford-bridge, Deptford, after a long and weary illness.



